



**Regular Meeting Agenda
Thursday, August 8, 2024
Concordia University Texas
11400 Concordia University Drive
Austin, TX 78726
6:15 PM**

The Board meeting protocols are available at <https://bit.ly/3DHAR4v>.

Doors will open to the public at 5:30 PM.

Members of the public may access this meeting via live stream at <https://live.myvrspot.com/st?cid=MmVIZD>. Please note, this link will not be active until approximately 5 minutes before the scheduled meeting time.

Citizens wishing to address the Board of Trustees may do so in person at the meeting location noted on the agenda. In order to address the Board, individuals must sign up online at <https://bit.ly/4fheICY>, between noon the day prior to the meeting and noon the day of the meeting and be present at the meeting when their number is called.

Citizens who need special accommodations or assistance with sign-up should contact the office of the Superintendent (512-570-0000) during regular business hours.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on August 2, 2024, at 1:25 PM.

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

- 1. CALL TO ORDER AND DECLARATION OF QUORUM**
- 2. OPENING CEREMONY**
 - A. Pledge of Allegiance
 - B. Moment of Silence
- 3. CITIZEN COMMENTS** *(See the notes at the top of the agenda for instructions on how to sign up and details regarding speaking.)*
- 4. CONSENT AGENDA**
 - A. Consider Approval of Guaranteed Maximum Price #1 for Grandview Hills Ancillary Building Projects 3
 - B. Consider Adoption of Local Policies BBD, CQC, DC, DCE, DEA, DMA, EEH, EF, EFA, EFB, EHAA, EHB, EHBB, EHBC, EHBCA, FEA, FFI, FL and FO 5
 - C. Consider Approval of Texas State University Teacher Fellows Program Contract 53
 - D. Consider Approval of Order of Election for Board of Trustees Election 62
 - E. Consider Approval of Travis County Election Agreement, Joint Election Agreement and Voting Equipment Resolution 67
 - F. Consider Approval of Williamson County Joint Election Agreement and Contract for Election Services and Voting Equipment Resolution 93
 - G. Consider Adoption of the 2024-2025 Williamson County Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding 107
 - H. Consider Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors Region 13, Position C 124
- 5. SUPERINTENDENT'S REPORT 128**

A. Safe and Innovative Learning Environments	
B. Empowered Student Learning	
C. Empowered Staff Learning	
6. DISCUSSION / ACTION ITEMS	
A. STUDENT EXPERIENCE	
1. Discussion and Consider Approval of 2024-2025 Student Code of Conduct	138
2. Discussion of LISD Strategic Plan	182
B. GOVERNANCE	
1. Discussion of 2024-25 Board Member Representation on Board and District Administrative Committees	203
2. Discussion of Board Self-Assessment Based on State Board of Education Framework for School Board Development	205
C. OPERATIONS	
1. Consider All Matters Incident and Related to the Issuance and Sale of "Leander Independent School District Unlimited Tax Refunding Bonds, Series 2024", Including the Adoption of an Order Authorizing the Issuance of Such Bonds, Establishing Parameters for the Sale and Issuance of Such Bonds and Delegating Certain Matters to Authorized District Officials	240
2. Discussion of an Ordinance Adopting the 2024 Property Tax Rate	309
3. Consider Approval of Budget Amendment FY25-#1	319
7. CLOSED SESSION	
A. Texas Government Code 551.071: consultation with attorney regarding, pending or contemplated litigation, and/or attorney client privileged matter	
B. Texas Government Code 551.074: deliberation regarding resignations, terminations, employment, reassignments, duties, and evaluation of personnel and public officers	
C. Texas Government Code 551.0821: deliberation regarding matters whereby personally identifiable information regarding one or more students will be disclosed	
D. Texas Government Code 551.074: deliberation and consideration of employment of Chief Human Resources Officer	
E. Texas Government Code 551.074: deliberation and consideration of employment of Glenn High School Principal	
F. Texas Government Code 551.074: deliberation and consideration of employment of Reed Elementary School Principal	
8. ACTION PURSUANT TO CLOSED SESSION	
A. Consider Employment of Chief Human Resources Officer	
B. Consider Employment of Glenn High School Principal	
C. Consider Employment of Reed Elementary School Principal	
9. BOARD MEETING DEBRIEF	
10. ADJOURNMENT	

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

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Consider Approval of Guaranteed Maximum Price #1 for Grandview Hills Ancillary Building Projects

Purpose: Discussion Item/Report Only Action Requested

Administrator Responsible: Jeremy Trimble, Chief Operations Officer

Attachments: Guaranteed Maximum Price #1 for Grandview Hills Ancillary Building Projects Atch

Background Information:

The 2023 Bond included the Grandview Hills Ancillary Building Projects which consists of the Information Technology Broadband Network Node, South Transportation Center, and the Plant Services Ancillary Renovation. During the [August 24, 2023](#) Board meeting, the Board of Trustees approved Bartlett Cocke General Contractors as the Construction Manager at Risk for these projects.

The Guaranteed Maximum Price (GMP) #1 of \$1,344,854, is for long lead procurement items and early project startup needs. Each project will have additional GMPs as the project progresses. This GMP will be funded by 2023 Bond Authorization.

Administrative Recommendation:

Administration recommends that the Board approve the Guaranteed Maximum Price #1 of \$1,344,854, for Grandview Hills Ancillary Building Projects as presented.

Sample Motion:

I move that the Board of Trustees approve the Guaranteed Maximum Price #1 of \$1,344,854, for Grandview Hills Ancillary Building Projects as presented.

Bartlett Cocke General Contractors
Grandview Hills - GMP1
Early Release Electrical and HVAC - GMP1
June 21, 2024

		GMP 1
DIV	ITEM DESCRIPTION	
01 & 02	General and Existing Conditions	\$ 43,720.00
03	Concrete Work	\$ -
04	Masonry	\$ -
05	Structural Steel	\$ -
06	Woods and Plastics	\$ -
07	Thermal & Moisture Protection	\$ -
08	Openings	\$ -
09	Finishes	\$ -
10	Specialties	\$ -
11	Equipment	\$ -
12	Furnishings	\$ -
14	Elevator	\$ -
21	Fire Suppression	\$ -
22	Plumbing	\$ -
23	HVAC	\$ 292,772.00
26	Electrical	\$ 869,477.00
27	Communications	\$ -
28	Electronic Safety and Security	\$ -
31	Earthwork	\$ -
32	Exterior Improvements	\$ -
33	Utilities	\$ -
50	Job Site Management	\$ -
52	Bonds & Insurance	\$ 39,613.00
52	CM Fee	\$ 45,478.00
53	Allowances & Alternates	\$ -
54	Contingencies	
	Construction Manager	\$ 26,897.00
	Owner	\$ 26,897.00
	GMP 1 Total	\$ 1,344,854.00

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item:	Consider Adoption of Local Policies BBD, CQC, DC, DCE, DEA, DMA, EEH, EF, EFA, EFB, EHAA, EHB, EHBB, EHBC, EHBCA, FEA, FFI, FL, and FO
Purpose:	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
Administrator Responsible:	Shawn Swisher, J.D., General Counsel
Attachments:	Consider Adoption of Local Policies BBD, CQC, DC, DCE, DEA, DMA, EEH, EF, EFA, EFB, EHAA, EHB, EHBB, EHBC, EHBCA, FEA, FFI, FL, and FO Atch

Background Information:

Administration met with the policy committee and reviewed the following policies, which are presented for Board consideration this evening:

BBD(LOCAL) – Update 123: The proposed addition to the language reflects the provisions of HB 3033, which authorizes the Attorney General to require a trustee to complete training on the Public Information Act if there is a finding that there has been a violation of the Act. The new language also clarifies that Attorney General required training after a violation may not be delegated.

CQC(LOCAL) – Update 123: This new local policy is recommended to meet the legal requirement for the board to adopt a policy for the effective integration of digital devices in the district. The policy language adopts the model health and safety guidelines developed by TEA and the Health and Human Services Commission and clarifies that the superintendent must develop regulations for implementation.

DC(LOCAL) – Update 122: This proposal would add a note in the local policy regarding the hiring of a bus driver. This is a result of an exception to the nepotism rule created by HB 1789, allowing the Board or the Superintendent to authorize the employment of noncontractual bus drivers. The procedures will still protect against nepotism but is intended to provide flexibility in employing bus drivers in the current labor shortage that districts are facing for these positions.

DCE(LOCAL) – Update 123: The proposed revisions are intended to specify that an employee may request a hearing before the Board to appeal discharge during the contract period and to differentiation between terminations during and at the end of the contract term.

DEA(LOCAL) – Update 121: The proposed revisions include a clarification to eliminate the possibility of confusion about the frequency of pay. An addition of language is proposed to allow for premium pay when non-exempt employees are called in to work during an emergency to mitigate the reason for the emergency. This would allow for those employees to be paid at the premium rate, in the event that an emergency board meeting cannot be called in time for the work to be completed in a timely manner and for the employees to be compensated accordingly for the emergency work. Finally, there are minor, non-substantive revisions to clean up the style of the policy.

DMA(LOCAL) – Update 119: The current policy text is recommended for deletion. These provisions date back to 1992 and are outdated, especially the text regarding the Texas Public Education Compensation Plan. Regarding the new text, SB 1267 (Regular Session) requires the board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse. To meet the policy requirements, the recommended local policy text reflects that the board shall annually approve the district's professional development plan, which must be guided by the clearinghouse; note any differences from the clearinghouse recommendations; and include a schedule of required professional development.

EEH(LOCAL) – Update 123: The proposed revisions reflect an effort to align policy with the TEA revisions to the Student Attendance Accounting Handbook. Those revisions clarify that a student may receive homebound services for psychological, as well as medical, conditions.

EF(LOCAL) – Update 123: This policy is recommended for deletion and replacement with new Policies EFA(LOCAL) and EFB(LOCAL), which are drafted to provide greater clarity and to align with the requirements of HB 900 and Texas State Library and Archives Commission (TSLAC) standards.

EFA(LOCAL) – Update 123: This new policy replaces and clarifies the elements of Policy EF(LOCAL) as it relates to instructional materials selection and reconsideration standards and procedures.

EFB(LOCAL) – Update 123: This new policy replaces and clarifies the elements of EF(LOCAL) as it relates to library materials selection and reconsideration standards and procedures. Further, it incorporates the requirements of HB 900 and the resulting TSLAC standards.

EHAA(LOCAL) – Update 119: The new provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

EHB(LOCAL) – Update 122: The proposed addition to this policy includes a required statement, to comply with HB 3928, on compliance with State Board of Education rules and standards as well as commissioner of education guidance related to programs to test students for dyslexia and related disorders.

EHBB(LOCAL) – Update 119: HB 1525 (Regular Session) removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students. Therefore, the proposed revision deletes the relevant outdated language.

EHBC(LOCAL) – Update 122: This policy is recommended for deletion, with its relevant provisions being moved into Policy EHBCA(LOCAL).

EHBCA(LOCAL) – Update 122: This policy contains and updates content that are proposed for deletion in EHBC(LOCAL), and include the updates called for in HB 1416 related to the changes in requirements for accelerated instruction. Recommended changes to this local policy reflect that a parent's ability to request a particular teacher after a student fails to perform satisfactorily on a state assessment is no longer limited to students in grades 3, 5, and 8. Other changes delete references to the accelerated learning committee, which has been eliminated. A district now must develop an accelerated learning plan for certain students, and parents still may file a complaint about the plan in accordance with FNG.

FEA- update (UPDATE 122): The proposed addition to this policy includes provisions from SB 68 that allow a district to excuse a student from attending school for career investigation days to visit a professional's workplace during the student's junior and senior years to determine the student's interest in a career in the professional's field.

FFI- update (UPDATE 121): The proposed revisions address required policy related to the TEA Minimum Standards for Bullying Prevention, including a requirement for policy provisions on reporting bullying incidents.

FL- update (UPDATE 122): HB 1416 repeals provisions related to accelerated learning committees. In this proposed revision, the references to the accelerated learning committee have been replaced with references to the accelerated education plan that now must be created for certain students who fail to perform satisfactorily on state assessments.

FO- update (UPDATE 120): Recommended revisions to this local policy are to clarify circumstances when restraint may be used generally and to more prominently address restraint of a student who receives special education services.

Administrative Recommendation:

Administration recommends adoption of Local Policies BBD, CQC, DC, DCE, DEA, DMA, EEH, EF, EFA, EFB, EHAA, EHB, EHBB, EHBC, EHBCA, FEA, FFI, FL, and FO at today’s Board meeting, as presented.

Sample Motion:

I move that the Board adopt Local Policies BBD, CQC, DC, DCE, DEA, DMA, EEH, EF, EFA, EFB, EHAA, EHB, EHBB, EHBC, EHBCA, FEA, FFI, FL, and FO, as presented.

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LOCAL)

**Public Information
Coordinator**

[After Election or
Appointment](#)

The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

[After a Violation](#)

[A Board member who receives written notice from the attorney general that the member must complete Public Information Act \(PIA\) training described by GBAA\(LEGAL\) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.](#)

**Reporting
Continuing
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Authority for Additional Positions

The Board authorizes the Superintendent to establish additional positions beyond those planned for in the adopted budget when:

1. The positions are in areas of critical need for the District.
2. The positions are needed for the current and/or following year.
3. Sufficient funds are available in the current adopted budget.
4. The positions are not funded by function 21, 23, or 41.
5. The Board has not previously declined to authorize the positions for the current budget year.

The Superintendent shall advise the Board when additional positions are established.

Hiring Practices

At all times, the District shall maintain fair and equitable hiring practices. Any employee responsible for employment decisions in the District shall avoid any act or practice that might be interpreted as giving preferential consideration to an immediate family member.

[For information regarding prohibitions on employment of persons related to the Superintendent or a Board member, see DBE]

Definition of Immediate Family

For purposes of this policy, the term "immediate family" is defined as:

1. Spouse;
2. Son or daughter, including a biological, adopted, or foster child, son- or daughter-in-law, stepchild, legal ward, or child for whom the employee stands *in loco parentis*;
3. Parent, step-parent, parent-in-law, or other individual who stands *in loco parentis* to the employee;
4. Sibling, step-sibling, or sibling-in-law;
5. Grandparent, spouse's grandparent, or grandchild;
6. Aunt, uncle, niece, or nephew; or
7. Any other person who may be residing in the employee's home.

EMPLOYMENT PRACTICES

DC
(LOCAL)

**Employment of
Immediate Family
Members**

No person shall be employed for a position in which:

1. The employee would supervise or be supervised by a member of the person's immediate family; or
2. A member of the person's immediate family would occupy a position in which the immediate family member could use that position to affect the employment, promotion, salary administration, or any other related management or personnel transaction involving that person.

In no event shall an employee directly supervise and/or evaluate another member of his or her immediate family. Nor shall an employee be within two levels of the line of supervision to influence or affect employment, promotion, salary administration, or any other management or personnel transaction involving a member of his or her immediate family. [See DK for assignment of employees who are related]

Posting Vacancies

The Superintendent shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

**Employment of
Contractual
Personnel**

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board delegates to the Superintendent final authority for the employment of contractual personnel up to the level of assistant principal, including teachers.

The Board retains final authority for employment of contractual personnel at the principal level and above, including District-level administrators.

[See DCA, DCB, DCC, and DCE as appropriate]

**Employment of
Noncontractual
Personnel**

Note: [For employment of a bus driver related to a Board member or the Superintendent, see DBE\(LEGAL\).](#)

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

**Employment
Assistance
Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of
Employment Actions
An Termination
During Contract
Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period ~~in accordance with DCE(LEGAL).~~

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

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

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

Pay Administration

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

Annualized Salary

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

Pay Increases

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

~~Mid-Year~~ Midyear
Pay Increases

Contract
Employees

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

~~Non-Contract~~
Noncontract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity.

Pay During Closing

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

Premium Pay
During Disasters

Nonexempt employees who are required to work to mitigate the reason for an emergency closing shall be paid at the rate of one

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

and one-half times their regular rate of pay for all hours worked up to 40 hours per week. All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

Additional Days of Service

~~On an annual basis, the Board may elect to increase the number of days of required service up to a maximum of four additional days over the statutory minimum to provide more professional development and training opportunities for professional and paraprofessional employees.~~

Compensation for Additional Days of Service

~~Local compensation provided to professional and paraprofessional employees over and above the minimum amount prescribed by the Texas Public Education Compensation Plan may constitute compensation for any additional days of service required by the Board.~~

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

General Education

Consistent with the ~~TEA's~~ [Texas Education Agency \(TEA\) Student Attendance Accounting Handbook \(SAAH\)](#), a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical [or psychological](#) reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's SAAH and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information [regarding the medical or psychological condition](#).

The Section 504 committee shall consider eligibility for homebound instruction for a student with a disability under Section 504.

Special Education

Consistent with state rule and the SAAH, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical [or psychological](#) reasons specifically documented by a physician licensed to practice in the United States. ~~If a student is chronically ill, the student's admission, review, and dismissal (ARD) committee shall determine whether the~~ [The](#) weeks ~~of confinement~~ need to [not](#) be consecutive.

If ~~the ARD~~ [a student's admission, review, and dismissal](#) committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information [regarding the medical or psychological condition](#).

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the SAAH, and a student's individualized education program (~~IEP~~), as applicable.

Note: For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional resources" may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District's educational program.

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels;
2. Foster growth in the graduate profile and the ten ethical principles of the District;
3. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards;
4. Present multiple viewpoints related to controversial issues to foster critical thinking skills and encourage discussion based on rational analysis;
5. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community; and
6. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

Selection Criteria

In the selection of instructional resources, professional staff shall ensure that the resources:

1. Support and are consistent with the general educational goals of the state and District (including the vision, mission, core beliefs, and District guiding documents), as well as individual

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

~~schools and specific courses with the District and campus improvement plans;~~

- ~~2.—Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality;~~
- ~~3.—Are appropriate for the subject area, age, ability level, learning styles, and social and emotional development of the students for whom they are selected;~~
- ~~4.—Containing sensitive content or addressing sensitive issues, including but not limited to sexuality, violence, or profanity shall be subject to careful scrutiny and review;~~
- ~~5.—Are designed to help students gain an awareness of our pluralistic society;~~
- ~~6.—Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives; and~~
- ~~7.—Conform with requirements of state law and regulations.~~

~~In the selection of library resources, professional staff shall ensure that the resources:~~

- ~~1.—Are consistent with selection criteria for instructional resources;~~
- ~~2.—Are integral to the instructional program;~~
- ~~3.—Are appropriate for the reading levels and understanding of students;~~
- ~~4.—Reflect the interests and needs of the students and faculty;~~
- ~~5.—Are included because of their literary or artistic value and merit; and~~
- ~~6.—Present information with the greatest degree of accuracy and clarity.~~

~~Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

	<p>Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.</p>
Middle School and High School Reading Selections	<p>Secondary parents/guardians shall be provided notice of possible reading selections in the District English language arts classes for grades 6–12 including titles, summaries, and identification of potentially sensitive topics or themes.</p>
Controversial Issues	<p>District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]</p>
Challenged Resources	<p>A parent or guardian of a current Leander ISD student, any Leander ISD employee, or any individual currently residing within Leander ISD boundaries may formally challenge an instructional resource used in the District’s educational program on the basis of appropriateness.</p>
Informal Reconsideration	<p>The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:</p> <ol style="list-style-type: none">1.—The principal or designee shall explain the school’s selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.2.—The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.3.—If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent’s child in place of the challenged resource.4.—If, after informal reconsideration, the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.
Formal Reconsideration	<p>A complainant shall make any formal objection to an instructional resource on the digital form provided by the District. Upon receipt of the completed form, the Superintendent or designee shall appoint a reconsideration committee, which shall consist of the following members:</p>

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~1.— A principal or designee from the school receiving the complaint;~~
- ~~2.— A librarian;~~
- ~~3.— Two teachers serving that grade level (from different campuses);~~
- ~~4.— A representative from the teaching and learning department who will chair the committee and will be a non-voting member; and~~
- ~~5.— Four parents from campuses serving that grade level.~~

~~All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.~~

Appeal

~~The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]~~

Guiding Principles

~~The following principles shall guide the Board and staff in responding to challenges of instructional resources:~~

- ~~1.— A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.~~
- ~~2.— A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.~~
- ~~3.— Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.~~

~~The major criteria for the final decision on a challenged resource are alignment to District policies and appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.~~

ADD POLICY

[Note:](#) For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

[For information related to the selection process of library materials, see EFB\(LOCAL\).](#)

[The District shall provide instructional materials that appropriately address and are aligned with the Texas Essential Knowledge and Skills and further the District's educational mission. The District shall provide instructional materials that appropriately address and are aligned with the Texas Essential Knowledge and Skills and further the District's educational mission. While the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the Board's authority and responsibility is to adopt the primary instructional resource for each course and/or content.](#)

[Objectives](#)

[In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.](#)

[Selection Criteria](#)

[Instructional materials that are the primary resource \(textbooks and related supplemental materials selected as part of the primary resource adoption process\) utilized in the district's curriculum or educational program shall be adopted by the Leander ISD Board of Trustees with consideration given to the list of resources adopted by the State Board of Education in accordance with the administrative regulations and the objectives above. The Board shall rely on District professional staff to select and acquire instructional materials that:](#)

- [1. Enrich and support the curriculum consistent with the general educational goals of the state and District \(including the vision, mission, core beliefs, and District guiding documents\), the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.](#)
- [2. Are appropriate for the subject area and student age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.](#)
- [3. Are carefully scrutinized and reviewed when containing sensitive content or addressing sensitive issues, including but not limited to sexuality, violence, or profanity;](#)
- [4. Foster growth in the graduate profile and the ten ethical principles of the District;](#)
- [5. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.](#)

6. Present multiple viewpoints of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis, and participate in discussion based on rational analysis; [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]
7. Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives;
8. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.
9. Are designed to help students gain an awareness of our pluralistic society;
10. Represent (as related to the learning) many ethnic, religious, and cultural groups and their contributions to the national heritage and world community;
11. Promote literacy; and
12. Conform with requirements of state law and regulations.

District professional staff may select supplemental instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Middle School and High School Reading Selections

Secondary parents/guardians shall be provided notice of possible reading selections in the District English language arts classes for grades 6–12 including titles, summaries, and identification of potentially sensitive topics or themes.

Challenged Resources

A parent of a LISD enrolled student, a LISD enrolled student who is 18 years of age or older, or an individual LISD employee may challenge an instructional material used at the campus where the student is enrolled or the employee is assigned, in the District's educational program, on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.

2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Texas Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use and age relevance. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally.

1. The administrator or designee shall explain the selection process and discuss the intended educational purpose for the instructional material.
2. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.
3. If, after completing the informal process, the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Reconsideration

A complainant must make a request for informal reconsideration prior to seeking formal reconsideration. Campus and teacher selected supplemental materials are not subject to formal reconsideration. Appeals from campus informal reconsideration of campus and teacher selected supplemental materials must be filed as a grievance per district Policy FNG(LOCAL) or Policy DGBA(LOCAL).

A complainant shall make any formal challenge of a district-provided instructional material on the form provided by the District and shall submit the completed and signed form to the Superintendent or designee. Upon receipt of the form, the Superintendent or designee shall appoint a reconsideration committee.

A reconsideration committee for board-adopted primary instructional resources and district-selected supplemental instructional resources should be composed of at least three voting members and may include District-level staff, secondary-level students, parents, and any other appropriate individuals. The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Additional district staff members may serve as non-voting facilitators of the committee and process.

All members of the committee shall holistically review the challenged instructional material and consider the reason(s) for the challenge based on the entirety of the resource and not isolated portions or parts. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall

prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

Frequency of Review

After a board-adopted instructional material has been reviewed through the formal reconsideration process, it shall not be reviewed again until it is evaluated through the Leander ISD Instructional Materials Adoption process.

After a supplemental instructional material has been reviewed through a formal reconsideration, it shall not be reviewed again for 3 years.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See District Policy DGBA(LOCAL) or District Policy FNG(LOCAL)]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

ADD POLICY

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

Collection Development Policy

In this policy, “library materials” may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, district-selected classroom libraries, and online catalogs. [Refer to EFA for campus and teacher selected classroom libraries.]

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District’s collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.

3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Selection and Evaluation of Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.

5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding

instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials.

Access Procedures

School Library

A parent or guardian who wishes to access a school's library shall first contact the campus. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

A parent or guardian who wishes to access an online catalog may do so at any time via the District's website.

Protection from Inappropriate Material

Library materials shall not include "harmful material" as defined by Penal Code 43.24(a)(2); "obscene" material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration of Library Material

A parent of a LISD enrolled student, a LISD enrolled student who is 18 years of age or older, or an individual LISD employee may request the reconsideration of a library material maintained in the District's library program.

Guiding Principles

The following principles shall guide the review of a request to reconsider a library material:

1. A parent of an LISD enrolled student, a LISD enrolled student who is 18 years of age or older, or an individual LISD employee may request a reconsideration of a library material used in the District's library program, despite the fact that the

- professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
 3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student's parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian and administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian. This policy does not preclude administration from making individual determinations on the appropriate placement or retention of materials in the library based on the Selection and Evaluation of Material guidelines.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

Formal Request for Reconsideration

A complainant must make a request for informal reconsideration prior to seeking formal reconsideration. The District shall make a form to request reconsideration of library material available in the principal's office at each campus as well as the District's administration offices where library services are located.

If a complainant wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent or designee. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

Reconsideration Committee

For purposes of this policy, “days” shall mean District business days, unless otherwise noted.

The Superintendent, or designee shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The committee shall be composed of at least three voting members and may include a District administrator, District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals. The reconsideration committee shall include a librarian. Additional district staff members may serve as non-voting facilitators of the committee and process.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The non-voting district-level employee facilitating the committee shall prepare a written report of the committee’s findings and determination.

Absent extenuating circumstances, the written report shall be provided to the administration within 20 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is “day zero.” The following business day is “day one.”

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

Appeal

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

Frequency of Review

After a library material has been reviewed through the formal reconsideration process, it shall not be reviewed again within three calendar years of the reconsideration committee's final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the District's~~district's~~ human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on
Prevention of Child
Abuse, Family
Violence, Dating
Violence, and Sex
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Dyslexia and Related Disorders

The District shall comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test students for dyslexia and related disorders.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

Referral	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
Transfer Students	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.
Interdistrict	[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
Furloughs	The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student. In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.
Exit Provisions	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
Appeals	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
Program Evaluation	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, [school](#) counselors, students in the gifted and talented program, and the community.

Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with the state plan for gifted and talented students.~~

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

**SPECIAL PROGRAMS
COMPENSATORY SERVICES AND INTENSIVE PROGRAMS**

**EHBC
(LOCAL)**

~~Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.~~

**Accelerated
Instruction**

~~The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.~~

**Accelerated
Learning Committee**

~~When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.~~

~~A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.~~

Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.

Parent Request

If a student fails to perform satisfactorily on a state-mandated assessment, a parent's request that the student be assigned to a particular teacher the following school year shall be addressed in accordance with the District's administrative procedures.

Accelerated Education Plan

Appropriate District staff shall develop an accelerated education plan for a student who fails to perform satisfactorily on the same state-mandated assessment for two or more consecutive years.

A parent complaint about the content or implementation of the accelerated education plan shall be filed in accordance with FNG.

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. A student shall be required to submit verification of these absences in accordance with administrative regulations.

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education.

Career Investigation

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit a professional's workplace for purposes of exploring the student's interest in pursuing a career in that professional's field.

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard.

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk.

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ~~ten~~10 consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

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 Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

[Minimum Standards](#)

[In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.](#)

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, 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 shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
<u>Periodic Monitoring</u>	<u>The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.</u>
Notice of Report	When an allegation of bullying 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, 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. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH 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 during the course of an investigation, if appropriate.
Concluding the Investigation	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action	
<i>Bullying</i>	If the results of an investigation indicate that bullying 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.
<i>Discipline</i>	<p>A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.</p> <p>The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.</p>
<i>Corrective Action</i>	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 has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
<i>Improper Conduct</i>	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, 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.

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The principal is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any ~~documentation of discussion or action by an accelerated learning committee convened~~ education plan developed for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or

reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or

5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ~~ten~~10 District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ~~ten~~10 District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and

STUDENT RECORDS

FL
(LOCAL)

2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes — all school and District publications and announcements — directory information shall include student name, address, telephone listing, photograph, honors and awards, dates of attendance, grade level, most recent school attended/attending, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

All Other Purposes

For all other purposes, directory information shall include student name, address, telephone listing, photograph, honors and awards, dates of attendance, grade level, most recent school attended/attending, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

Student Code of Conduct

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

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

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

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

Revisions

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

Extracurricular Standards of Behavior

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

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

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

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

“Parent” Defined

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

General Discipline Guidelines

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

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

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

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

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

1. Protect a person, including the person using physical restraint, from physical injury.

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

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

Video and Audio Monitoring

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

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

Use of Recordings

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

Access to Recordings

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

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item:	Consider Approval of Texas State University Teacher Fellows Program Contract
Purpos:	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
Administrator Responsible:	Karie Lynn Eggeling, Chief Human Resources Officer
Attachments:	Texas State University Teacher Fellows Program MOU Texas State University Teacher Fellows Program Responsibility Agreement

Background Information:

The Texas State University Teacher Fellows Program specializes in mentoring new teachers. Each beginning teacher that is placed in Leander ISD will be immersed in classroom teaching while completing an M.Ed. in Elementary Education at Texas State University. The program provides an integrated curriculum focused on research-based instructional practices, teacher action research, project-based learning, and performance assessment.

Leander ISD has been involved with the Teacher Fellows program from the program's inception and the program has provided the District with a number of very skilled instructors. The district pays Texas State University \$47,050 per Fellow. In past years, Leander ISD has had one or more cohorts of 3 teachers. Due to declining enrollment in the program, we were able to secure one Fellow working on their master's degree while serving as a teacher at Naumann Elementary for the 2024-25 school year. Leander ISD will provide a part time Mentor as a part of the Fellows Program support model.

Administrative Recommendation:

Administration recommends accepting the Texas State University Teacher Fellows Program Agreement as presented.

Sample Motion:

I move that the Board accept the Texas State University Teacher Fellows Program Agreement as presented.

Texas State University
Teacher Fellows Program Memorandum of Understanding

This Memorandum of Understanding (MOU) is between Texas State University, on behalf of the Teacher Fellows Program and herein called “TxState,” **Leander ISD herein called “school district,”** TxState Teacher Fellows, and the school district’s Exchange Teacher. The purpose of this agreement is to specify the relationship among TxState, the Teacher Fellows (inductees), the Exchange Teacher(s), and the school district. This agreement reflects our common interests in providing appropriate on-going professional development programs for Teacher Fellows and Exchange Teachers.

In consideration of their participation in this cooperative professional development program, the benefits and responsibilities accruing to the parties from such an agreement, TxState, the Exchange Teacher(s), the Teacher Fellow(s), and the school district each, individually and jointly, agree as follows:

I

The terms of this MOU are conditioned upon full performance by **Leander ISD** of all obligations, including but not limited to the financial obligations, imposed upon it by the Teacher Fellows Program Responsibility Agreement entered into between TxState **Leander ISD**.

II

TxState agrees to:

1. Provide a TxState Teacher Fellows Program Director.
2. Provide administrative support to the TxState Teacher Fellows Program.
3. Together with school district, screen and select Teacher Fellows applicants to ensure that the applicants meet school district and university standards.
4. Together with school district, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet district and university standards.
5. Provide on-going professional training to the Teacher Fellows through graduate courses. .
6. Meet with the Teacher Fellow, Exchange Teacher and school district principal to assist in the professional development of the Teacher Fellow.
7. Provide each Teacher Fellow a scholarship of **\$24,000**, provided the Leander ISD fully funds the total amount of this scholarship in accordance with the Texas Fellows Program Responsibility Agreement which is attached and incorporated herein for all purposes.
8. Provide in-state tuition for Teacher Fellows for the year of fellowship plus Summer I and II sessions immediately preceding and following the teaching fellowship year.
9. Provide induction training for the Exchange Teacher.
10. Provide access to TxState Student Health Services for TxState Teacher Fellows.
11. Require that the Exchange Teacher engage in the following:
 - a. Regular visits to the Teacher Fellow's campus (no less than 1 visit per week) for the purpose of providing on-site assistance to the Teacher Fellow
 - b. Participates with Teacher Fellows at Saturday and after school seminars and graduate classes
 - c. Serves as liaison between the university and the school district.
 - d. Participates in supervision and/or induction training.

III

The Teacher Fellow agrees to:

1. Meet all requirements for Texas Teacher Certification prior to beginning the program.
2. Meet all requirements for admission to The Graduate College at Texas State University.
3. Attend and satisfactorily complete all requirements for designated graduate courses.
4. Perform the duties assigned by the school district and to serve as the teacher-of-record as assigned.
5. Adhere to all guidelines, regulations, and policies of the school district, the State Board of Education, TxState, the Texas State University System, and all legal requirements for public school teachers in Texas.
6. Acknowledge that, because the Teacher Fellow is not employed by the school district, the Teacher Fellow will not be issued nor entitled to an employment contract of any kind with the school district, including but not limited to an employment contract pursuant to Texas Education Code Chapter 21, and accordingly, will not be afforded any such contract rights.
7. Acknowledge that no employment relationship exists between the Teacher Fellow and the school district, or between the Teacher Fellow and Texas State University, and therefore the Teacher Fellow will not be entitled to such rights as may exist in the event of an employment relationship, including but not limited to worker's compensation or unemployment insurance benefits, except as expressly provided herein.
8. Acknowledge that, because the Teacher Fellow is not employed by or paid by the school district, the Teacher Fellow does not qualify for Teacher Retirement System benefits, and the school district will make no contributions on his or her behalf.
9. Acknowledge that he/she is solely responsible for any tax implications resulting or arising from the Teacher Fellow's receipt of any and all stipends paid pursuant to this Agreement.

IV

The Exchange Teacher agrees to:

1. Meet and maintain all requirements for Texas Teacher Certification.
2. Adhere to all guidelines, regulations, and policies of the school district and the State Board of Education and all legal requirements for public school teachers in Texas.
3. Participate in the training program offered by TxState.
4. Schedule weekly observations and support meetings with assigned Teacher Fellows during the period of the Teacher Fellows' induction year.
5. Provide support to assigned Teacher Fellows as prescribed by the Teacher Fellows program.
6. Conduct a follow-up conference after each observation.
7. Be an integral part of the classroom for assigned Teacher Fellows for the purpose of providing professional support and mentoring.
8. Provide professional support, guidance, and mentoring to the Teacher Fellows in the areas of: instructional strategies, classroom management, curriculum development, district and building policies, learning resources, and other areas of concern to the Teacher Fellow.

V

The school district agrees to:

1. Together with TxState, screen and select Teacher Fellow applicants to ensure that the applicants meet school district and university standards.
2. Together with TxState, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet school district and university standards.
3. Allow sick leave to the Teacher Fellow(s) commensurate with that allotted to other district first-year teachers.
4. Provide suitable elementary or middle school classroom placements for Teacher Fellows.
5. Release the Exchange Teacher from classroom duties to work full-time with the TxState Teacher Fellows Program.
6. Retain the Exchange Teacher on school district payroll at current salary and employee benefits, subject to the Exchange Teacher's successful fulfillment of the requirements established in Section IV above.
7. Credit the Teacher Fellow with a year of service for district pay purposes in the event that the Teacher Fellow is subsequently hired by the school district following the fellowship year.
8. The school district will:
 - a. Be in charge of overall supervision of the Teacher Fellow(s) performance at the school.
 - b. Conduct appraisals in accordance with district policies.
 - c. Meet, as needed, with assigned Teacher Fellow(s) and Exchange Teacher for the purpose of providing professional support and guidance to the Teacher Fellow.
 - d. Appoint a school-district employee to act as liaison between the school district and the TxState Teacher Fellows Director, and
 - e. Conduct an orientation with the Teacher Fellow(s) prior to placement in the classroom.

VI

Sovereign Immunity. Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control.

Nondiscrimination. In their execution of this MOU the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this MOU.

VII

1. If any portion of this MOU shall be deemed void or invalid, the remaining portions of the MOU shall continue in full force and effect.
2. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
3. This MOU and all claims arising from this MOU shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this MOU and all claims arising from this MOU shall be brought in the federal or state courts serving Hays County in the State of Texas.
4. No Party shall assign or otherwise transfer its interest in this MOU without the express written permission of the other Party.
5. This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
6. By the execution and delivery of this MOU, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this MOU.

Signatures

_____ President, Board of Trustees	_____ Date
_____ Superintendent	_____ Date
_____ Dean of College of Education, Texas State University	_____ Date
_____ Chair, Curriculum & Instruction Department	_____ Date
_____ TxState Teacher Fellows Representative	_____ Date
_____ Exchange Teacher	_____ Date
_____ TxState Teacher Fellow	_____ Date

Teacher Fellows Program Responsibility Agreement

This Agreement, dated the _____ day of _____, 2024, is between Texas State University (TxState) and **Leander ISD (also referred to herein as either the Party or Parties)**.

1. Background

1.01. TxState operates a Teacher Fellows Program in its Department of Curriculum and Instruction as a part of its course of study for graduate level teacher development. The Teacher Fellows Program pairs experienced teachers with fully certified first year teachers. TxState believes the participation of experienced elementary school teachers in this program will enhance its teacher development curriculum and quality induction for new teachers. **Leander ISD** employs experienced elementary school teachers who are willing to participate as mentors in TxState's Teacher Fellows Program.

1.02. By participating in TxState Teacher Fellows Program, **Leander ISD's** Teacher Fellows and Exchange Teachers can benefit from intensive professional development activities.

2. Agreement

2.01. Sponsorship of Teacher Fellows. **Leander ISD** agrees to sponsor eight fully certified first-year teachers from TxState Teacher Fellows Program and to assign them duties under the terms of the Teacher Fellows Program Memorandum of Understanding between TxState and **Leander ISD**. The Terms of the Texas State University Teacher Fellows Program Memorandum of Understanding are incorporated by reference into this agreement. **Leander ISD** may assign these Teacher Fellows reasonable additional duties and may anticipate that they will perform their duties satisfactorily.

- a. Each Teacher Fellow will comply with state and federal laws and **Leander ISD's** district policies and administrative directives.
- b. The Teacher Fellows will not be employees of **Leander ISD**, but **Leander ISD** will allow Teacher Fellows to utilize the same sick leave and other leave allowed to other teachers **Leander ISD** employs. **Leander ISD** will treat absences in excess of normal leave according to its policies.
- c. After an academic year in this program, **Leander ISD** may credit each Teacher Fellow with a year of teaching experience for purposes of local district creditable service for placement on the salary schedule if **Leander ISD** subsequently employs the Teacher Fellow.
- d. The Teacher Fellow hereby agrees and understands that health insurance or worker's compensation is not afforded by the **Leander ISD**.

2.02 Exchange Teachers. **Leander ISD** will release one experienced teacher, to be known as a Exchange Teacher, from classroom duties with **Leander ISD**, and allow him/her to work full-time in TxState Teacher Fellows Program. The Parties will identify this teacher together. The Exchange Teacher will provide support services to TxState Teacher Fellows. TxState will assign duties to the Exchange Teacher, but the Exchange Teacher will remain an employee of **Leander ISD**, and will retain his/her current salary and be eligible for all employee benefits, including career ladder benefits. **Leander ISD** will pay these salaries and benefits.

2.03. TxState Support Services. TxState will provide professional support services to the Teacher Fellows and to **Leander ISD** as provided in this agreement and the Teacher Fellows Program.

3. Payment

3.01 **Leander ISD** will pay TxState FORTY-SEVEN THOUSAND FIFTY (\$47,050) in two installments of TWENTY-THREE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$23,525) each. The first installment is due on or before **September 15, 2024**. The second installment is due on or before **February 15, 2025**. This payment is for one Teacher Fellow within each cohort in **Leander ISD**.

Table for Teacher Fellows Program 2024-2024
Leander ISD

# of Teacher Fellows	Total due
1	\$47,050

4. Term

4.01. This Agreement will begin on **July 31, 2024** and end on **July 31, 2025** unless sooner terminated as provided below.

4.02. Either Party may terminate this Agreement by giving the other 30 days written notice and reasonable opportunity to correct a perceived deficiency. If either Party terminates this Agreement under this section, the Parties will prorate the amount due to TxState according to the termination date.

5. General Provisions

5.01. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other. This Agreement is binding on the Parties and their successors and their assigns where permitted by this Agreement.

5.02. This Agreement and all claims arising from this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this Agreement and all claims arising from this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.

5.03. In their execution of this Agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. -, The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

5.04 This Agreement is the only agreement between the parties respecting this subject, and it supersedes all prior written or oral understandings between the parties respecting this subject.

5.05 Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.

5.06. The Parties may not amend this agreement unless they do so in writing. Representatives of both parties must sign any amendment for it to be valid.

Signatures

President, Board of Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Date

TxState Teacher Fellows Representative

Date

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item:	Consider Approval of Order of Election for Board of Trustees Election
Purpose:	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
Administrator Responsible:	Shawn Swisher, J.D., General Counsel
Attachments:	Order of Election Leander Independent School District – English & Spanish

Background Information:

Leander ISD school board positions are four-year terms and represent the entire school district. Trustee positions designated as Place 3, Place 4, and Place 5 have a November 2024 term end date. The first day for candidates to file for a place on the November 5, 2024 ballot is Saturday, July 20, 2024. The last day to file for a place on the ballot is Monday, August 19, 2024. The last day to file a Declaration of Write-in Candidacy is Friday, August 23, 2024. Candidate forms and election filing deadlines are available on the [district's Board: Elections webpage](#).

The deadline to order the November 5, 2024 Trustee Election is Monday, August 19, 2024. The Order of Election is attached. However, it does not include early voting locations. The Board may approve the Order of Election without this information since the election code only requires that the main early voting polling place be included in the order. Both counties plan to utilize vote centers on election day.

The deadline to post the Notice of Election, which must include all polling place locations, is Tuesday, October 15, 2024. The Notice of Election will be posted once all polling place locations have been received from both Travis and Williamson Counties Elections Offices.

Administrative Recommendation:

Administration recommends that the Board approve the Order of Election for Board of Trustee Election to be held on the November 5, 2024, General Election for the purpose of electing one trustee each for the positions designated as Place 3, Place 4, and Place 5.

Sample Motion:

I move the Board approve the Order of Election for Board of Trustee Election to be held on the November 5, 2024, General Election for the purpose of electing one trustee each for the positions designated as Place 3, Place 4, and Place 5.

**ORDER OF ELECTION
LEANDER INDEPENDENT SCHOOL DISTRICT**

**ORDEN PARA ELECCIÓN DE MIEMBROS
DEL DISTRITO ESCOLAR INDEPENDIENTE DE LEANDER**

An election is hereby ordered to be held on November 5, 2024, for the purpose of voting on:
Por la presente se ordena que se llevará a cabo una elección el día 5 de noviembre de 2024 con el propósito de votar sobre:

Electing school trustees to fill three full-term at-large trustee positions: Places 3, 4, and 5.
Elegir a los miembros de la Junta Directiva Escolar para ocupar tres posiciones de miembros de la junta general de periodos completos: Lugares 3,4 y 5.

Applications for a place on the ballot shall be filed by the close of business on August 19, 2024.
Las solicitudes para un lugar en la boleta electoral deberán presentarse antes del cierre de operaciones el 19 de agosto de 2024.

Early voting by personal appearance will be conducted each weekday at the locations and times set out in Exhibit A and Exhibit B, beginning on October 21, 2024, and ending on November 01, 2024. Exhibits may be revised as necessary as county polling locations are amended and finalized by Williamson County Elections and Travis County Elections.

La votación anticipada en persona se llevará a cabo de lunes a viernes en las ubicaciones y horas presentadas en el Anexo A y en el Anexo B, a partir del día 21 de octubre de 2024 y concluyendo el día 01 de noviembre de 2024. El material electoral se puede actualizar a medida que los lugares de votación del condado sean modificados y finalizados por las elecciones del condado de Williamson y las elecciones del condado de Travis.

Applications for ballot by mail for voters residing in Travis County shall be mailed to:
Las solicitudes para votar por correo postal para votantes residentes en el condado de Travis deberán enviarse a:

Early Voting Clerk – Dyana Limon-Mercado
Travis County Clerk – Elections Division
Official mailing address for Early Voting Clerk: PO Box 149325 Austin, TX 78714-9325
Commercial Carrier for Early Voting Clerk: Elections Division, Travis County Clerk, 5501 Airport Boulevard, Austin, TX 78751
Phone number for Early Voting Clerk: 512-238-8683
Email Address for Early Voting Clerk: elections@traviscountytexas.gov
Website for Early Voting Clerk:
<https://elections.traviscountytexas.gov/voter-information/ballot-by-mail/#AbsenteeBallotSearch>

**ORDER OF ELECTION
LEANDER INDEPENDENT SCHOOL DISTRICT**

***ORDEN PARA ELECCIÓN DE MIEMBROS
DEL DISTRITO ESCOLAR INDEPENDIENTE DE LEANDER***

Applications for ballot by mail for voters residing in Williamson County shall be mailed to:
*Las solicitudes para votar por correo postal para votantes residentes en el condado de Williamson
deberán enviarse a:*

Early Voting Clerk – Bridgette Escobedo
Williamson County Elections

Official mailing address for Early Voting Clerk: PO Box 209 Georgetown, TX 78627

Office Hand Delivery address and Physical Location for Early Voting Clerk: Inner Loop Annex, 301 SE
Inner Loop, Suite 104, Georgetown, TX 78626

Phone number for Early Voting Clerk: 512-943-1630

Email Address for Early Voting Clerk: bbm@wilco.org

Website for Early Voting Clerk: wilcotx.gov/elections

Applications for ballots by mail must be received no later than the close of business on October 25, 2024.
*Las solicitudes para boletas que se votarán por correo deberán recibirse a más tardar al cierre de las
horas laborales, el 25 de octubre de 2024.*

Federal Post Card Applications (FPCAs) must be received no later than the close of business on
Monday, October 7, 2024 (29th day before Election Day)

*Las solicitudes de Tarjetas Postales Federales (FPCA) deben recibirse a más tardar al cierre de
operaciones del lunes 7 de octubre de 2024 (día 29 antes del día de las elecciones).*

Issued on this the 8th day of August 2024.
Emitida en este día 8 de Agosto 2024.

Gloria Gonzales-Dholakia, Ph.D.
President, Board of Trustees
President-a de la Junta Directiva Escolar

Anna Smith
Vice President, Board of Trustees
Vicepresident-a de la Junta Directiva Escolar

**ORDER OF ELECTION
LEANDER INDEPENDENT SCHOOL DISTRICT**

***ORDEN PARA ELECCIÓN DE MIEMBROS
DEL DISTRITO ESCOLAR INDEPENDIENTE DE LEANDER***

EXHIBIT A

ANEXO A

WILLIAMSON COUNTY – CONDADO DE WILLIAMSON

EARLY VOTING LOCATIONS for the November 05, 2024 Local Election

Guía de sitios para la votación temprana de la elección del 05 de noviembre de 2024, elecciones locales

Dates and Times – Fechas y horario:

Monday, October 21 through Friday, November 01

A partir del lunes 21 de octubre hasta el viernes 01 de noviembre

7:00 am - 7:00 pm except Sunday, Oct 27, 12:00 pm - 6:00 pm

7 am – 7 pm, excepto el domingo 27 de octubre, 12 pm – 6 pm

Main Location – Lugar principal de votación

Georgetown Annex, 100 Wilco Way, Georgetown Texas 78626 - HR Room 108

Additional locations to be determined.

-Otras ubicaciones por determinar.

**ORDER OF ELECTION
LEANDER INDEPENDENT SCHOOL DISTRICT**

***ORDEN PARA ELECCIÓN DE MIEMBROS
DEL DISTRITO ESCOLAR INDEPENDIENTE DE LEANDER***

EXHIBIT B

ANEXO B

TRAVIS COUNTY – CONDADO DE TRAVIS

EARLY VOTING LOCATIONS for the November 05, 2024 Local Election

Guía de sitios para la votación temprana de la elección del 05 de noviembre de 2024, elecciones locales

Dates and Times – Fechas y horario:

Monday, October 21 through Friday, November 01

A partir del lunes 21 de octubre hasta el viernes 01 de noviembre

7am – 7pm, except Sunday, Oct 27, 12pm – 6pm and last two days of Early Voting, Oct 31, Nov 1 - 7am – 10pm

7 am – 7 pm, excepto el domingo 27 de octubre, 12 pm – 6 pm y los últimos dos días de votación anticipada, 31 de octubre, 1 de noviembre – 7 am – 10 pm

Main Location – Lugar principal de votación

Austin Permitting and Development; 6310 Wilhelmina Delco Dr; Austin, TX 78752

Additional locations to be determined.

.Otras ubicaciones por determinar.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item:	Consider Approval of Travis County Election Agreement, Joint Election Agreement and Voting Equipment Resolution
Purpose:	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
Administrator Responsible:	Shawn Swisher, J.D., General Counsel
Attachments:	Election Agreement Between Leander ISD and Travis County Travis County Joint Election Agreement for November 5, 2024 Elections Travis County Voting Equipment Resolution

Background Information:

For the upcoming November 5, 2024 Election, administration plans to contract with Travis County to provide election services in the district’s Travis County jurisdiction. This is the first election the district has called in 2024. Therefore, Travis County requires the district to enter into a general agreement to maintain consistency and accessibility in voting practices, polling places, and election procedures. Additionally, Travis County requires a specific joint election agreement and a Resolution adopting voting equipment for the November 5, 2024 Election. The agreements and resolution are attached.

Administrative Recommendation:

Administration recommends the Board approve the November 5, 2024 Election Agreement Between Travis County and Leander ISD, the Travis County Joint Election Agreement, and the Resolution Adopting the new Travis County Voting Equipment as presented.

Sample Motion:

I move the Board approve the November 5, 2024 Election Agreement Between Travis County and Leander ISD, the Travis County Joint Election Agreement, and the Resolution Adopting the new Travis County Voting Equipment as presented.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND LEANDER ISD

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and **Leander ISD** (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary

for the conduct of an election.

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

(1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

a. The Election Officer **does not** provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:

i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and

iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

(2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;

(3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(4) Conducting the official canvass of a Participating Entity election;

(5) Administering the Participating Entity's duties under state and local campaign finance laws;

(6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information

programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) [Cindy Anderson, LISD Elections Coordinator](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [Cindy Anderson, LISD Elections Coordinator](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [Cindy Anderson, LISD Elections Coordinator](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to

find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated [Cindy Anderson, LISD Elections Coordinator as the Participating Entity's representative for sending and receiving](#) e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: elections@leanderisd.org.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election,

excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
 - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

- (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
- (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

LEANDER ISD
Attn: Cindy Anderson
204 W. South St.
Leander, TX 78641

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party

may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division

P.O. Box 149325
Austin, Texas 78714

LEANDER ISD
Attn: Cindy Anderson
204 W. South St.
Leander, TX 78641

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

PARTICIPATING ENTITY

BY: _____
Gloria Gonzales-Dholakia, Ph.D.
President, Leander ISD Board of Trustees

DATE: _____

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

**JOINT ELECTION AGREEMENT
FOR NOVEMBER 5, 2024
ELECTIONS**

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 5, 2024. Each Participating Entity requires elections to be held on November 5, 2024, in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 5, 2024, General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 5, 2024 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement. **III.**

Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis

County, as the early voting clerk for the joint election. Early voting for the

1

Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked

ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early

Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the ⁸³County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting

voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to

administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount

equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.

- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related

expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.
2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado
County Clerk

Date: _____

**TRAVIS COUNTY AND LEANDER ISD
JOINT ELECTION AGREEMENT SIGNATURE PAGE
FOR NOVEMBER 5, 2024 ELECTIONS**

Name of Participating Entity Leander ISD

Address 204 W. South St.

Leander, TX 78646

Name of Authorized Signatory _____
Leander ISD Board of Trustees Presiding Officer

Signature _____

Date signed _____

E-mail address elections@leanderisd.org

**A RESOLUTION BY THE LEANDER INDEPENDENT SCHOOL DISTRICT
ADOPTING THE NEW TRAVIS COUNTY VOTING EQUIPMENT**

THE LEANDER INDEPENDENT SCHOOL DISTRICT FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that LEANDER INDEPENDENT SCHOOL DISTRICT must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450, DS850 & DS950 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE LEANDER ISD BOARD OF TRUSTEES HEREBY RESOLVES:

LEANDER INDEPENDENT SCHOOL DISTRICT shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2023. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to LEANDER INDEPENDENT SCHOOL DISTRICT, including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED BY VOTE AND APPROVED this 8th day of August, 2024

REQUIRED:

/s/ _____
Presiding officer

Gloria Gonzales-Dholakia, Ph.D.

ADDITIONAL SIGNATURES REQUIRED:

ATTEST:

/s/ _____ City Secretary/ Clerk APPROVED AS TO

FORM:/s/ _____

City Attorney

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Consider Approval of Williamson County Election Agreement and Contract for Election Services and Voting Equipment Resolution

Purpose: Discussion Item/Report Only Action Requested

Administrator Responsible: Shawn Swisher, J.D., General Counsel

Attachments: Williamson County Joint Election Agreement and Contract for Election Services
Williamson County Voting Equipment Resolution

Background Information:

For the upcoming November 5, 2024 Election, administration plans to contract with Williamson County to provide election services in the district’s Williamson County jurisdiction. This is the first election the district has called in 2024. Therefore, Williamson County requires the district to enter into a general agreement and contract for election services to maintain consistency and accessibility in voting practices, polling places, and election procedures. Additionally, Williamson County requires a Resolution adopting voting equipment for the November 5, 2024 Election. The agreement and resolution are attached.

Administrative Recommendation:

Administration recommends the Board approve the November 5, 2024 Williamson County Election Agreement and Contract for Election Services and Voting Equipment Resolution as presented.

Sample Motion:

I move the Board approve the November 5, 2024 Williamson County Election Agreement and Contract for Election Services and Voting Equipment Resolution as presented.

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This Election Agreement and Contract for Election Services (“Contract”) is made by and between the Williamson County Elections Administrator (“Elections Administrator”) and political subdivisions (“Participating Authority” or “Participating Authorities”) located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State’s election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for an election to be held on the election date of November 5, 2024, and administered by Bridgette Escobedo, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct an election between a Participating Authority and the Elections Administrator.

RECITALS

WHEREAS each Participating Authority listed above plans to hold an election on November 5, 2024;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6300 Voting System, which includes the DS200 and DS300 precinct scanners, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authority’s desire to use Williamson County’s electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold an election on November 5, 2024, (“Election”) with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this Contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses incurred by Williamson County, including all costs associated with interference of conducting the Election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by the Texas Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the November 5, 2024 Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 5, 2024 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 5, 2024 Election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an election worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of

their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation for actual time working at a polling place and time spent preparing the polling place prior to the Election at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Deputy Clerk (\$17 an hour), Clerks (\$15 an hour)

Election Day – Presiding Judge (\$17 an hour), Alternate Judge (\$15 an hour), Clerk (\$15 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the Election, including such part-time temporary help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post- election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Texas Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of Williamson County. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the Williamson County, and no election personnel shall be entitled to the rights, privileges, or benefits of Williamson County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the Williamson County, unless considered a county employee as determined by the Williamson County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of a Participating Authority. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of a Participating Authority, and no election personnel shall be entitled to the rights, privileges, or benefits of a Participating Authority employee except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of a Participating Authority, unless considered an employee of the Participating Authority as determined by the governing body of said Participating Authority.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator, subject to approval of the Williamson County Election Board, shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in an election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit these ballot details in a format or template requested by the Williamson County Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Pursuant to Texas Election Code Section 43.007, Early Voting by Personal Appearance and/or the use of Vote Centers on Election Day shall be conducted exclusively on Williamson County's EVS 6300 Voting System. Provisional ballots will be cast on the EVS 6300 Voting System.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the Election as required by the Texas Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Texas Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be

voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address:
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location:
Early Voting Clerk
Inner Loop Annex
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

In accordance with Section 87.121(g) of the Texas Election Code, after the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

The Williamson County Election Board shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the Election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the Election to the participants, candidates, press, and general public by distribution of electronic copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Texas Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of the Election shall not take place before November 5, 2024, and no later than November 15, 2024, as per the Texas Election Code.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Texas Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

The Elections Administrator will consider conducting elections in territories outside of Williamson County

on a case- by-case basis; provided, however, the Elections Administrator shall administer only the Williamson County portion of the elections held by the Participating Authorities.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by such Participating Authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 5, 2024 Election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 5, 2024 Election agrees that the date of a necessary runoff election shall be held in accordance with the Texas Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the Election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.
2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device
 - \$400.00 per DS200/DS300 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the Election;
 - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Participating Authority is fully liable for any expenses incurred by Williamson County on behalf of Participating Authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with Williamson County by Participating Authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Section 221.014 of the Texas Election Code.

The Elections Administrator agrees to provide advisory services to each Participating Authority as

necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract 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 hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this Contract and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this Contract.
9. In the event that any legal action or a recount is filed concerning a Participating Authority's election under any provision of state or federal law, Participating Authority shall choose and provide, at its own expense, legal counsel for Williamson County, and its Elections Administrator or staff if named as a party, witness, or if other discovery or examination of ballots is ordered. Additionally, Participating Authority shall reimburse Williamson County, and its Elections Administrator, the actual costs of any recount or litigation expense and additional election personnel as necessary to complete tasks not otherwise covered under this contract but which are directly related to any recount, contest or other legal action.
10. It is understood that to the extent space is available, that other districts or political subdivisions may wish to participate in the use of Williamson County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Williamson County by the Participating Authorities

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 5, 2024 Election is \$ 1,477,931.97 and is based partly on the itemized costs of the November 5, 2024 joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay

the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than thirty (30) days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the Participating Authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the Participating Authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the Participating Authority the excess amount paid within thirty (30) days after the final costs are calculated.

The Participating Authority agrees that it shall provide ballot details as required in Section VI above to the Elections Office not later than the 69th day (August 28, 2024) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63rd day before the election (September 2, 2024) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 56th day before Election Day (September 10, 2024), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20__.

ELECTIONS ADMINISTRATOR:

Bridgette Escobedo, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE 8th DAY OF AUGUST 2024.

PARTICIPATING AUTHORITY:

Name of Participating Authority: Leander Independent
School District

By: _____

Printed Name: Gloria Gonzales-Dholakia, Ph.D.

Official Capacity: Leander ISD Board of Trustees
President

ATTACHMENT A

(To be provided by Williamson County Elections Office after the final day to cancel an election as prescribed by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities

ATTACHMENT B

Election Day Voting Locations

**(To be provided by Williamson County Elections
Office by August 21, 2024)**

ATTACHMENT C

Early Voting Schedule with Voting Locations

Early Voting by personal appearance will be conducted beginning on Monday, October 21, 2024, and ending on Friday, November 1, 2024, at:

(La votación anticipada por presentación personal se llevará a cabo a partir del lunes 21 de octubre de 2024 y finalizará el viernes 1 de noviembre de 2024 en:)

Main Location - *ubicación principal*

Georgetown Annex, 100 Wilco Way, Georgetown Texas 78626 - HR Room 108

Dates and Times for Full-Time Locations – Fechas y horario para ubicaciones de tiempo completo:

Monday, October 21 through Friday, November 01

A partir del lunes 21 de octubre hasta el viernes 01 de noviembre

7:00 am - 7:00 pm except Sunday, Oct 27, 12:00 pm - 6:00 pm

7 am – 7 pm, excepto el domingo 27 de octubre, 12 pm – 6 pm

**A RESOLUTION BY THE LEANDER INDEPENDENT SCHOOL DISTRICT ADOPTING
THE NEW WILLIAMSON COUNTY VOTING EQUIPMENT**

THE LEANDER INDEPENDENT SCHOOL DISTRICT FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that LEANDER INDEPENDENT SCHOOL DISTRICT must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 and DS300 Digital® Precinct Scanner. The DS850 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE LEANDER INDEPENDENT SCHOOL DISTRICT HEREBY RESOLVES:

LEANDER INDEPENDENT SCHOOL DISTRICT shall provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to LEANDER INDEPENDENT SCHOOL DISTRICT, including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED BY VOTE AND APPROVED ON THIS THE 8th DAY OF AUGUST 2024.

REQUIRED:

/s/ _____
Leander ISD Board of Trustees Presiding officer
Gloria Gonzales-Dholakia, Ph.D., Board President

ADDITIONAL SIGNATURES REQUIRED:

ATTEST:
/s/ _____ City Secretary/ Clerk APPROVED AS TO

FORM:/s/ _____

City Attorney

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Consider Adoption of the 2024-2025 Williamson County Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding

Purpose (this meeting): Discussion Item/Report Only Action Requested

Administrator Responsible: Bryan Miller, Sr. Executive Director, Student Support Services

Attachments: 2024-2025 Williamson County Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding Atch

Background Information:

Attached is the 2024-2025 Memorandum of Understanding (MOU) with Williamson County Successful Transition Education Program (STEP) provided for students assigned to the Juvenile Justice Alternative Education Program (JJAEP), Connecting, Overcoming, Restoring, and Empowering (CORE), and Detention. During the 2023-2024 school year, a total of 3 students were served through JJAEP STEP, 7 in CORE, and 34 in Detention. For the 2022-2023 school year, 1 student was served through JJAEP STEP, 2 in CORE, and 13 in Detention, for an increase of 28 students served across the three programs.

LISD pays a percentage of the total cost shared by participating districts based on the number of billable placement days used each year. LISD had an increase from 560 days used for the 2022-2023 school year to 939 days used for the 2023-2024 school year. The increase in billable days increased LISD's 2023-2024 contribution from \$125,694 to \$184,144.

There were no changes to the MOU for 2024-2025.

Administrative Recommendation:

The Administration recommends that the Board of Trustees review and adopt the 2024-2025 Memorandum of Understanding with the Williamson County Juvenile Justice Alternative Education Program.

Sample Motion:

I move that the Board adopt the 2024-2025 Memorandum of Understanding between the Williamson County Juvenile Justice Alternative Education Program and the District.



SUCCESSFUL TRANSITION EDUCATION PROGRAM
 WILLIAMSON COUNTY JUVENILE SERVICES
 MEMORANDUM OF UNDERSTANDING 2024-2025



PURPOSE

As Williamson County, Texas, has a population greater than 125,000, the Williamson County Juvenile Board and the Williamson County Independent School Districts’ (ISDs’) Board of Trustees (hereinafter “Parties”) adopt this memorandum of understanding to operate a Juvenile Justice Alternative Education Program in compliance with the Texas Education Code (TEC Section 37.011). Successful Transition Education Program (S.T.E.P.) educates the Williamson County J.J.A.E.P., C.O.R.E., and Detention students from all ISDs in Williamson County and is for residents of Williamson County only.

S.T.E.P. J.J.A.E.P. is an alternative education campus which allows continued education for students who have committed expellable offenses, Mandatory or Discretionary, in accordance with Texas Education Code Chapter 37 (*Appendix A*). The Parties agree that S.T.E.P. (J.J.A.E.P., C.O.R.E., and Detention) is a cooperative effort between the educational community and Juvenile Services with the primary goals being education, progress toward grade-level performance, rehabilitation, personal accountability, and character development. Students are removed from their home campus and attend school in a facility where behavior is closely monitored, students engage in counseling sessions, and staff works to teach reintegration skills in addition to their academic endeavors.

PARTICIPATING PARTIES

Bartlett ISD	Granger ISD	Liberty Hill ISD
Coupland ISD	Hutto ISD	Round Rock ISD
Florence ISD	Jarrell ISD	Taylor ISD
Georgetown ISD	Leander ISD	Thrall ISD

ADMINISTRATION OF THE PROGRAM

In consideration of mutual covenants, the Parties agree as follows:

- I. The Williamson County J.J.A.E.P. will serve:
 - A. Juveniles as defined by Title 3 of the Family Code and
 - B. All students who qualify under State compulsory attendance law.
- II. S.T.E.P. will operate in a facility owned by Williamson County, Texas, and all costs for furniture, maintenance, and operation of the facility is at the sole cost and expense of the County as approved by the Juvenile Board and Commissioner’s Court.

- III. The development and daily administration of S.T.E.P. will be conducted by Georgetown ISD in compliance with the Texas Education Code and in cooperation with Williamson County Juvenile Services as it exists or may be amended.
- IV. Georgetown ISD will operate S.T.E.P. for the benefit of all participating Parties. A handling fee of \$25,000 shall be credited to Georgetown ISD as part of the budget for provision of the services listed below. All ancillary costs associated with administration of S.T.E.P. over and above the handling fee will be outlined in the budget and be the combined financial obligation of all districts other than Georgetown ISD. The handling fee covers:
 - A. All fiscal requirements.
 - B. Selection, training, supervision, and evaluation for all educational personnel.
 - C. Acquisition of educational materials and instructional technology in accordance with Georgetown ISD standards.
 - D. Instructional and administrative computers (laptop hardware, printers, and classroom projection in educational spaces) in accordance with Georgetown ISD technology standards.
 - i. Laptops are the property of Georgetown ISD and are managed in that inventory. Replacement of old hardware is in accordance with Georgetown ISD technology life-cycle timelines.
 - 1. Purchasing and warranty agreements are made by Georgetown ISD.
 - 2. Williamson County staff will image and support the hardware and software according to the standards required for operation on their network. Georgetown ISD will support the hardware only when the repairs qualify for warranty service.
 - ii. Printer services are subject to the contract agreements. Georgetown ISD has in place contracted service providers.
 - 1. Williamson County is responsible for purchase of print supplies.
 - 2. S.T.E.P. staff will schedule repairs and maintenance with the contracted service provider.
 - 3. Printers will be replaced in accordance with Georgetown ISD life-cycle timelines.
 - iii. Physical installment of classroom projection devices and other technology into the facility, including providing the necessary electrical or facility modifications, will be completed by Williamson County.
 - E. Supervision and assessment of S.T.E.P. to include plans to address Special Education, Section 504, and EB/ELL/ESL services.
 - i. Each ISD shall retain the responsibility for their students served through Special Education, Section 504, and EB/ELL/ESL with assistance from S.T.E.P. staff, including providing special services, in accordance with IDEA which guarantees the provision of a Free Appropriate Public Education (FAPE).
 - ii. S.T.E.P. will provide feedback to assist the home campus in developing, reviewing, and revising an individualized education plan (IEP) or individualized accommodation plan (IAP) for each student with a disability to ensure he/she receives all accommodations, modifications, and related services as designated by the IEP or IAP.

- iii. A S.T.E.P. representative must be invited to and will attend ARDs, MDRs, and Section 504 meetings in an advisory capacity to provide information but will not be considered deciding members regarding student placement.
 - iv. Special Education services will be provided in the least restrictive environment appropriate to meet the student's educational needs.
 - v. A continuum of placement options is available to meet the unique needs of each eligible student. The availability of S.T.E.P./ Williamson County staff, allowed student groupings, and court advisements will be taken into account when determining placement.
 - vi. Special Education instruction is provided by appropriately certified staff within an instructional day commensurate with that of students without disabilities.
 - F. Report cards at the conclusion of grading periods (2 per semester) to each student's home campus and the parent/guardian. Grades will be calculated accordingly using all grades provided by the home campus, interim placement(s), and grades earned at S.T.E.P.
 - G. Attendance reporting to the student's home campus.
 - i. Students who are absent 10 consecutive days will be considered inactive in the J.J.A.E.P. program. After 30 consecutive absences, the student will be withdrawn.
 - ii. The home campus is responsible for filing truancy charges for students in discretionary placements. S.T.E.P. and Williamson County will provide records to assist in this process. Williamson County will file truancy charges for students in mandatory placements.
- V. Williamson County Juvenile Services will provide:
 - A. Supervision in the form of Juvenile Supervision Officers at a rate no less than 1 officer per 8 students.
 - i. The ratio may temporarily increase to 1:12 for no more than 30 school days if the Juvenile Services Chief, S.T.E.P. Principal/Director of Education, and Facilities Director agree.
 - ii. Teachers may provide 1-to-1 education supervision at the discretion of the S.T.E.P. Principal and Facility Administrators if they are trained in CPI, given a facility radio, and are comfortable without a Juvenile Supervision Officer present. The ratio may temporarily increase to 1:4 if the Juvenile Services Chief, S.T.E.P. Principal/Director of Education, and Facilities Director agree.
 - B. The required school uniform consisting of two pair of pants, fitted undershirts, and S.T.E.P. polo-style shirts. The parent/guardian is responsible for providing undergarments, socks, and shoes.
- VI. As part of the consideration of this Agreement, and until modification of the Parties, the Parties agree to provide funding for the 2024-2025 school year per the budget as listed in the Agreement (*Appendix B & C*).
 - A. All funds paid to Georgetown ISD to be expended on S.T.E.P. counselor, support staff, nurse, case managers, and fringe benefits for these positions will be transferred to Williamson County for disbursement.
 - B. Application for all state and federal funding relating to education for delinquent youth (Title I, Part D, Subpart 2) will be the responsibility of

Georgetown ISD. All funds received shall be expended on reasonable and applicable budget requests outlined in the annual Campus Improvement Plan. A portion of Title I funds will be allocated to continue funding of:

- i. 2 Case Managers serving all districts. Up to \$25,000 will be requested towards covering the cost of these services. In the event the Title I fund request is not approved at the federal level, or the funds awarded do not cover the cost for the Case Managers, the cost for the services may be included in the general budget to be shared by all Parties.
- ii. Character Education Teacher during the school year and summer school (up to \$50,000).

EXPULSION CRITERIA

- I. Expellable Offenses
 - A. For a list of the most common mandatory and discretionary offenses, see *Appendix A*. The full regulations are outlined in TEC 37.007.
 - B. Students may be placed at the J.J.A.E.P. through order of the Court, conditions of release from a detention facility, or a Deferred Prosecution Agreement.
 - C. In the event that charges are not filed, the Juvenile Prosecutor declines to prosecute the case, the case is dismissed by the Court, or adjudication determines the charge to be “not true,” the sending district shall be notified and they shall determine if the expulsion will be upheld or if the responsibility for educational services shall be returned to the sending district, relative to TEC Chapter 37. If the expulsion is upheld, the maximum expulsion length will be 30 days.
- II. Expulsion Length
 - A. A student who commits a mandatory offense, preferably verified by a report generated by local law enforcement, **MUST** be expelled to the J.J.A.E.P. for up to 1 school year at the sending district’s discretion, consistent with their Student Code of Conduct.
 - B. A student who commits a Title 5 Felony offense off campus, preferably verified by a report generated by local law enforcement, **MAY** be expelled to the J.J.A.E.P. for up to 1 school year at the sending district’s discretion, consistent with their Student Code of Conduct.
 - C. A student who commits an offense listed in TEC 37.007 other than a mandatory offense or a Title 5 Felony offense **MAY** be expelled to the J.J.A.E.P. for up to 120 school days at the sending district’s discretion, consistent with their Student Code of Conduct.
 - D. If the district decides to include summer school in the expulsion, it must be stated in the Placement Order and the expulsion may not extend beyond the summer program of the current school year unless the student fails to complete the summer program as ordered.
 - E. Expelled students may earn an extension of up to 25 days (see chart in III.B.i) for unacceptable conduct in accordance with the J.J.A.E.P. Student Code of Conduct.
 - F. Expelled students may earn time off their expulsion up to 25 days (see chart in III.B.i) for outstanding conduct in accordance with the J.J.A.E.P. Student Code of Conduct.

- G. The length of placement for students Court-ordered to the J.J.A.E.P. is subject to judicial discretion. Students placed through Deferred Prosecution Agreements shall not exceed 6 months.
- III. Release from the J.J.A.E.P.
- A. Court-Ordered J.J.A.E.P. students must abide by the Court’s decision, but behavior and Observation Log reports shall be made available to the Court by request. These students shall not be released until designated by the Court.
 - B. Students expelled by their school district must meet the expected conduct criteria as outlined in the J.J.A.E.P. Student Code of Conduct to be released on time.
 - i. Students can reduce or extend their placement time based on expected conduct as outlined in the J.J.A.E.P. Student Code of Conduct. The maximum amount of earned early release or extended time corresponds to the original expulsion length.
 - 1. 30-day expulsion = max 5 days early release/extension
 - 2. 45-day expulsion = max 10 days early release/extension
 - 3. 60-day expulsion = max 15 days early release/extension
 - 4. 90 to 100-day expulsion = max 20 days early release/extension
 - 5. Expulsions 120 days plus = max 25 days early release/extension
 - ii. In the event a student is not successfully meeting conduct expectations on a consistent basis, a minimum of 10 days prior to the student’s scheduled return date (after completion of original number of expulsion days plus extension) the J.J.A.E.P. Transition Team will contact the sending district to determine if the expulsion should be extended further. If so, a due process hearing should be held and updated expulsion orders submitted.
 - iii. Students whose release date has been extended past the end of the school year may be provided the opportunity to earn days towards release in summer school.
 - iv. Students who reach their last day must attend the full day unless given specific permission by the J.J.A.E.P. Administration.
 - v. Home districts have discretion to waive extensions earned and allow a student to return to their home campus upon completion of the original expulsion days regardless of the student’s conduct at the J.J.A.E.P. The J.J.A.E.P. Transition Team will periodically update the home district of the student’s standing.
 - vi. If a student is scheduled to return to their home campus near the end of the semester but in a collaborative team approach the parent, home district, and J.J.A.E.P. Administration determine it is in the best interest of the student to finish the semester at the J.J.A.E.P., an extension will be allowed.
 - vii. Students with 10 or fewer days remaining on their expulsion at the end of the school year will be released to begin the new school year at their home campus.

ADMISSION PROCEDURES

I. School District Responsibilities

Contact the J.J.A.E.P. Transition Team upon notification of the alleged expellable offense in order to schedule a date/time for an expulsion hearing (a Juvenile Services representative MUST be present at the hearing and have had the opportunity to review the expulsion paperwork prior to the scheduled hearing):

John Rinn	Case Manager	512-943-3593	john.rinn@wilco.org
Tara Stewart	Principal/Director of Ed	512-943-3268	tara.stewart@wilco.org
Amy Jordan	Facilities Administrator	512-943-3227	ajordan@wilco.org

- a. Provide required paperwork to the J.J.A.E.P. Transition Team at least 48 hours in advance of the hearing, to include:
 - i. Notice of Expulsion Hearing Letter
 - ii. Waiver of Rights Letter (if applicable)
 - iii. Birth Certificate
 - iv. Social Security card
 - v. Health/Immunization Records
 - vi. Disciplinary Record including Behavior Threat Assessment
 - vii. Attendance Record
 - viii. Cumulative Report Card (current year)
 - ix. Student Schedule with Withdrawal Grades
 - x. Transcript & Graduation Plan (if HS credits have been earned)
 - xi. STAAR/STAAR EOC Records
 - xii. Special Programs Records
 1. EB/ELL/ESL/LEP – LPAC & TELPAS
 2. Section 504 – current IAP including BIP if applicable
 3. Special Education – current IEP including BIP, FIE, and/or psychological evaluation if applicable
- b. Invite the S.T.E.P. Special Programs Coordinator and Principal to participate in the Manifestation Determination Review (MDR) proceedings regarding the potential expulsion:

Elyse Tatum	Special Programs Coord.	512-943-3272	elyse.tatum@wilco.org
Tara Stewart	Principal/Director of Ed	512-943-3268	tara.stewart@wilco.org

- c. At the conclusion of the expulsion hearing, email a copy of the Expulsion Order to the J.J.A.E.P. Transition Team, who will schedule an intake with the family.
- d. If the parent waives the right to a hearing, send the waiver with the expulsion paperwork. The J.J.A.E.P. Transition Team will review the paperwork and schedule an intake with the family within 48 hours.
- e. If attempts to contact the designated Juvenile Services/S.T.E.P. representatives are unsuccessful, please contact one of the following:

James Morrison	Asst. Facilities Administrator	512-943-3233	james.morrison@wilco.org
Jamie Maas	Director of Facilities	512-943-3249	jamie.maas@wilco.org

- II. Juvenile Services Responsibilities
 - a. Upon notification of an expulsion hearing, the Department will assign a representative to be present at the hearing.
 - b. If the student is expelled, the representative will inform the student and parent/guardian of action, if any, to be taken by the Department.
 - c. An intake meeting will be scheduled as soon as possible following the expulsion hearing, preferably immediately following the hearing or within 24 hours/the next school day. Intake includes a review of all J.J.A.E.P./S.T.E.P. requirements and expectations, a tour of open facilities, and an opportunity for questions to be answered.
 - d. If the student is already under court supervision, the Juvenile Court will decide whether to amend the conditions of probation to incorporate J.J.A.E.P. placement.
 - e. If the student is not under prior court supervision, the Court Officer may refer the case to the Juvenile Prosecutor who will give prompt notice of the deferred prosecution or file a petition alleging the student is in need of supervision or has engaged in delinquent conduct. If a petition is filed, the Juvenile Prosecutor may include J.J.A.E.P. placement in the disposition order.
 - f. If a student fails to complete their term of expulsion, his/her case may be referred to the Juvenile Prosecutor for court action.

TRANSPORTATION

- I. The sending school district is responsible for transportation to and from S.T.E.P. each day in regular session based on the S.T.E.P. school calendar. In cases where the sending district's calendar is not aligned with the S.T.E.P. calendar, the sending district is still responsible for transporting students to S.T.E.P.
 - a. The S.T.E.P. school calendar is separate from the Georgetown ISD school calendar.
 - b. In the case of inclement weather or other emergency circumstances, S.T.E.P. will close only if Georgetown ISD or Williamson County closes their facilities.
- II. If a student's behaviors are disruptive to the extent that his/her school district transportation is suspended, the parent/guardian will assume responsibility for transportation. Ineligibility will be coordinated through the designated Juvenile Services representative and the sending school district.
- III. If the sending school district includes the summer school session in the Expulsion Order, transportation arrangements shall be made according to the specific ISD policy.
- IV. Parents/guardians will be responsible for transportation for students whose release date has been extended past the end of the school year and are choosing to earn points/days towards release during summer school.
- V. Transportation should deliver and pick up students to S.T.E.P. per the decided school hours, with delivery no later than 8:10 am. Problems with transportation will be reported to the school district by S.T.E.P. staff.

TRANSITION FROM S.T.E.P.

- I. Every student assigned to the J.J.A.E.P. is assigned a Case Manager and a S.T.E.P. Teacher Advocate who will assist the student as they return to their

- home campus. A Field Juvenile Probation Officer may also be assigned to assist with the transition.
- II. The Case Manager and/or Juvenile Probation Officer and S.T.E.P. Registrar are responsible for notifying the home school district of the student's progress at the J.J.A.E.P. In anticipation of the student's return to their home campus, information will be forwarded including:
 - a. Attendance Record
 - b. Behavioral Reports
 - c. Grades/Report Cards (including current schedule)
 - III. All districts are encouraged to contact S.T.E.P. at 512-943-3255 to inquire about student progress while assigned to the J.J.A.E.P. To ensure a continuity of services and support, the Case Manager or designee will coordinate a transition meeting with the home campus prior to the student's release.

INTER-AGENCY SHARING OF EDUCATIONAL RECORDS

- I. A school district superintendent or designee shall disclose information contained in a student's educational record to a juvenile service provider as required by section 58.0051 of the Texas Family Code. Educational Records include information related to the student's:
 - a. Identity
 - b. Special needs
 - c. Educational accommodations
 - d. Assessment or diagnostic test results
 - e. Attendance records
 - f. Disciplinary records
 - g. Medical records
 - h. Psychological diagnoses
- II. A juvenile service provider that receives confidential information under this section shall:
 - a. Certify in writing that the juvenile service provider receiving the confidential information has agreed not to disclose it to a third party, other than another juvenile service provider, and
 - b. Verify the identity of a student involved in the juvenile justice system, and
 - c. Provide delinquency prevention or treatment to the student.
- III. Per Section 58.106 of the Texas Family Code (HB 1106), information contained in the juvenile justice information system is confidential for the use of the department and may not be disseminated by the department except:
 - a. With the permission of the juvenile offender to military personnel of the state or the United States.
 - b. To a person or entity to which the department may grant access to adult criminal history records as provided by Section 411.083, Government Code.
 - c. To a juvenile justice agency.
 - d. To the Texas Juvenile Justice Department (T.J.J.D.) for analytical purposes.
 - e. To the office of the Independent Ombudsman of the T.J.J.D.
 - f. To a county justice or municipal court exercising jurisdiction over a juvenile.

TERMS OF THE AGREEMENT

- I. Each participating ISD will adopt a Student Code of Conduct in accordance with the Texas Education Code's definition of serious and what constitutes the same.
- II. The Parties agree that the prescribed order of agreement to participate in the J.J.A.E.P. shall be incorporated into each student's case prior to admission and no student shall be exempted from any requirement in those documents. The J.J.A.E.P. Student Handbook outlines staff expectations of students and proper disciplinary actions for violations.
- III. Each student placed at the J.J.A.E.P. must participate in the J.J.A.E.P. program for the full period ordered by the Juvenile Court or the Deferred Prosecution Agreement unless the student's home district agrees to accept the student before that date. Any request for continued placement at the J.J.A.E.P. following successful completion of a Juvenile Court Order or Deferred Prosecution Agreement shall be handled on an individual basis.
- IV. The J.J.A.E.P. will operate at least 7 hours per day and no less than 180 days per school year unless a waiver is obtained through TJJD to shorten the number of instructional days/hours.* The school personnel and students will adhere to the S.T.E.P. school calendar provided at intake. Students with disabilities will be provided a commensurate day with that of students without disabilities in Georgetown ISD.
- V. Summer school will be provided for all C.O.R.E. residents. Summer school for J.J.A.E.P. students is contingent upon the availability of State funding. Summer school will operate in June for approximately 100 hours. Emphasis will be on reading and math instruction in addition to credit recovery.
- VI. The average daily attendance for Detention residents, C.O.R.E. residents, and J.J.A.E.P. students shall remain with the ISD in which the student is enrolled, excluding the mandatory expulsions which shall be retained by the County (*Appendix C*).
- VII. Students who have moved out of Williamson County since their offense and are brought to Detention or C.O.R.E. by law enforcement for that same offense will be attributed to the school of residence where the student was enrolled at the time of the offense. The average daily attendance for the resident will remain with that school.
- VIII. Georgetown ISD and Juvenile Services shall develop, adopt, and enforce written operation policies for the operation of the J.J.A.E.P. which will conform to T.J.J.D.'s standards for J.J.A.E.P.s.
- IX. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified except by the mutual written agreement of the Parties hereto.
- X. This Agreement shall remain in effect for the duration of the 2024-2025 school year.
- XI. This Agreement will be reviewed and updated if necessary at the conclusion of the 2024 fall semester and 2025 spring semester.
- XII. The Parties agree to meet annually to discuss the progress of the program and revise this agreement to address any additional needs.

- XIII. This Agreement shall be construed in accordance with the laws of the State of Texas and all obligations created hereunder shall be performable in Williamson County, Texas.
- XIV. Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing, may be by registered or certified mail, return receipt requested, properly addressed to the entity. Any Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Parties in accordance with the provisions of this Agreement.
- XV. This Agreement shall refer to and be binding upon the herein listed entities and their successors and assigns. All participants in expulsion hearings are required to follow the guidelines established in this Agreement.
- XVI. The individuals executing the Agreement on behalf of the respective Parties represented to each other and to others that all appropriate and necessary action has been taken to authorize the individual executing the Agreement to do so on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party, and that each individual affixing his or her signature hereto is authorized to do so and such authorization is valid and effective on the date hereof.
- XVII. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

CONFIRMATION OF AGREEMENT

Approved by the Williamson County Juvenile Board on the _____ day of _____, 2024.

_____ Chairperson, Juvenile Board

Approved by the _____ ISD Board of Trustees on the _____ day of _____, 2024.

_____ Chairperson, District Board of Trustees

TEXAS JJAEP EXPULSION OFFENSE LIST as of 8/15/23

S.T.E.P. / JJA.E.P. MOU 2024-2025

	OFFENSE	LOCATION	EXPULSION	TEC CODE	NOTES
MISCONDUCT	Bullying encourages a student to commit or attempt suicide; incites violence against a student through group bullying; releases or threatens to release intimate visual material of a student	(Involving Students)	Discretionary	37.0057(b)	
	False Emergency Alarm/Report	(Involving the School)	Discretionary	37.007(b)(1)	Reference: Penal Code 42.06
	Serious Misbehavior While in DAEP deliberate violent behavior, extortion, coercion, public lewdness, indecent exposure, criminal mischief, personal hazing, or harrassment of a student or district employee	On Campus	Discretionary	37.007(c)	Must have documented continued serious misbehavior despite documented behavioral interventions tried while at the DAEP.
ILLEGAL SUBSTANCES	Abusable Volatile Chemical	On Campus / Within 300 ft OR at School Activity	Discretionary	37.007(b)(2)(B)	
	Alcohol, THC, or Marijuana: selling, giving, delivering, possessing, using, or being under the influence	On Campus / Within 300 ft OR at School Activity	Discretionary	37.007(b)(2)(A)	
	Misdemeanor Controlled Substance or Dangerous Drug: selling, giving, delivering, possessing, using, or being under the influence	On Campus / Within 300 ft OR at School Activity	Discretionary	37.007(b)(2)(A)	
	Felony Controlled Substance or Dangerous Drug: selling, giving, delivering, possessing, using, or being under the influence	On Campus / Within 300 ft OR at School Activity	Mandatory	37.007(a)(3)	
PROPERTY	Breach of Computer Security equipment or system owned by or operated on behalf of a school district AND knowingly alters, damages, or deletes district property or information or commits a breach of any other computer, network, or system	(ISD System)	Discretionary	37.007(b)(5)	
	Criminal Mischief: Punishable as a Felony	On Campus	Discretionary	37.007(f)	Reference: Penal Code 28.03
WEAPONS	Possession of a Firearm	On Campus	Mandatory	37.007(e)	1yr expulsion unless special circumstances
		Within 300 ft	Discretionary	37.007(b)(3)(B)	
	Unlawfully Carrying a Weapon or offense relating to prohibited weapons	On Campus OR at School Activity	Mandatory	37.007(a)(1)	Reference: Penal Code 46.02/46.05.
NOTE: If law enforcement is not involved, the maximum expulsion length is 30 days per the MOU.					

VIOLENCE

OFFENSE	LOCATION	EXPULSION	TEC CODE	NOTES
Aggravated Assault, Sexual Assault, Aggravated Sexual Assault, Arson, Murder, Capital Murder, Attempted Murder, Indecency with a Child, Aggravated Kidnapping, Aggravated Robbery, Manslaughter, Criminally Negligent Homicide, Continuous Sexual Abuse of a Young Child or Disabled Individual	On Campus OR at School Activity	Mandatory	37.007(a)(2)	
	Within 300 ft	Discretionary	37.007(b)(3)(A)	
Assault with Bodily Injury <i>Against a School District Employee or Volunteer</i>	On Campus / Within 300 ft OR at School Activity	Discretionary	37.007(b)(2)(C)	Reference Penal Code 22.01(a)(1) and 22.053
Deadly Conduct	On Campus / Within 300 ft OR at School Activity	Discretionary	37.007(b)(2)(D)	Recklessly places another in imminent danger of serious bodily injury. Reference Penal Code 22.05
Offense Against Another Student Aggravated Assault, Sexual Assault, Aggravated Sexual Assault, Murder, Capital Murder, Attempted Murder, or Aggravated Robbery	Off Campus	Discretionary	37.007(b)(4)	
Retaliation Against a School Employee/Volunteer Assault with Bodily Injury	On or Off Campus	Discretionary	37.007(d)	Reference Penal Code 36.06
Retaliation Against a School Employee/Volunteer Aggravated Assault, Sexual Assault, Aggravated Sexual Assault, Arson, Murder, Capital Murder, Attempted Murder, Aggravated Kidnapping, Aggravated Robbery, Manslaughter, Criminally Negligent Homicide	On or Off Campus	Mandatory	37.007(d)	
Terroristic Threat	Involving/Against the School	Discretionary	37.007(b)(1)	Reference: Penal Code 22.07
NOTE: If law enforcement is not involved, the maximum expulsion length is 30 days per the MOU.				

TEC 37.0081 DISCRETIONARY PLACEMENT: The school district Board of Trustees may expel a student for involvement* in a Title 5 offense or Aggravated Robbery, regardless of the date, location, or student enrollment status at the time of the offense, if the student's presence in the regular classroom threatens the safety of other students or teachers, will be detrimental to the educational process, or is not in the best interest of district students.

A student expelled by the Board of Trustees for these reasons shall be subject to that placement until the student graduates from high school, the charges are dismissed or reduced to a misdemeanor offense, or the student completes the term of the placement or is assigned to another program.

*Involvement includes arrested for or charged with, referred to a juvenile court for allegedly engaging in, received deferred prosecution for, found by a court or jury to have engaged in, has been convicted of, or received probation or deferred adjudication for the offense.

S.T.E.P. STAFF	\$1,230,792	NOTES
Principal / Director of Education (220)	\$113,641	(#contract days)
Generalist / Social Studies / Special Education / Tech Apps (187)*	\$71,493	Education staff salaries include an approximate raise proposed by Georgetown ISD.
ELA / ESL / Social Studies / Tech Apps (187)* + Technology Coordinator	\$69,600	Education Specialist salary covered by Title I funds up to \$50,000
ELA / ESL / Health / PE / Social Studies (187)*	\$69,100	WCJS Admin Asst Stipend = \$5,000
Bilingual / ESL / Generalist / Math / Spanish (187)*	\$68,800	Lead Teacher Stipend = \$3,000
Generalist / Science / Special Education (187)*	\$68,800	Special Programs Coordinator Stipend = \$3,000
Health / Science (187)* + Testing Coordinator	\$68,700	Testing Coordinator Stipend = \$1,000
ELA / ESL / Generalist / Math / Special Education (187)* + Lead Teacher	\$68,500	Technology Coordinator Stipend = \$1,000
PE / Service Learning (187)*	\$68,450	* indicates \$1,700 stipend for extra duties/training required in residential facilities
ELA / Generalist / Math / Special Education (187)*	\$67,375	
Art / ESL / Social Studies (187)*	\$66,750	
ESL / Math (187)*	\$65,450	
Math / Special Education (187)* + Special Programs Coordinator	\$65,350	
Art / Electives (187)*	\$60,350	Doctoral degrees indicated in green; Masters degrees indicated in blue.
PE / Special Education (187)*	\$60,050	
ELA (187)*	\$58,350	
Administrative Assistant/Registrar (215)	\$50,891	
Administrative Assistant/Registrar (215)	\$38,372	
Instructional Asst / GED Coordinator (192)	\$30,770	
Education Specialist (192)	\$0	
ADDITIONAL COSTS	\$364,600	
Case Managers (2)	\$101,000	
Fringe Benefits: Education Staff	\$114,000	
J.J.A.E.P. Counselor	\$49,500	
J.J.A.E.P. LVN	\$42,500	
J.J.A.E.P. Receptionist	\$33,000	
Staff Training	\$1,800	
Sudden Link (T-1 Line / Students)	\$3,000	
Summer GED Coordinator Extra Duty	\$800	
Summer School (3 Teachers): 100 hours @ \$30/hr	\$9,000	
Supplies/Materials	\$10,000	
GEORGETOWN ISD HANDLING FEE	\$25,000	
		Budget increase due to education salary raises only.
		TOTAL ESTIMATED BUDGET FOR 2024-2025:
		\$1,620,392

WILLIAMSON COUNTY JUVENILE SERVICES PLACEMENTS APRIL 2023 - MARCH 2024

	J.J.A.E.P.								C.O.R.E.				DETENTION				BILLABLE DAYS
	Mandatory				Discretionary				General		SPED		General		SPED		
	General		SPED		General		SPED		#	Days	#	Days	#	Days	#	Days	
	#	Days	#	Days	#	Days	#	Days									
BARTLETT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	10	10
COUPLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FLORENCE	1	74	1	20	3	116	0	0	0	0	0	0	2	2	0	0	118
GEORGETOWN	56	1604	17	518	16	324	10	205	4	374	2	120	28	454	15	278	1755
GRANGER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HUTTO	3	32	1	46	4	143	0	0	0	0	2	103	11	118	10	155	519
JARRELL	2	17	2	174	2	31	2	41	2	118	1	132	6	85	4	102	509
LEANDER	0	0	1	26	1	8	1	48	3	252	4	257	16	182	18	192	939
LIBERTY HILL	2	27	5	108	17	234	3	89	0	0	3	283	7	37	2	10	653
ROUND ROCK	5	154	0	0	10	325	5	139	9	764	13	979	30	604	33	625	3436
TAYLOR	0	0	0	0	1	32	1	34	0	0	1	49	9	102	5	141	358
THRALL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	69	1908	27	892	54	1213	22	556	18	1508	26	1923	109	1584	88	1513	8297

FISCAL RESPONSIBILITY

	BILLABLE DAYS	% OF TOTAL PLACEMENT DAYS	SUBTOTAL (COST OF DAYS)	% OF INDIRECT COST	SUBTOTAL (HANDLING FEE)	TOTAL RESPONSIBILITY
BARTLETT	10	0.12%	\$1,923	0.15%	\$38	\$1,961
COUPLAND	0	0.00%	\$0	0.00%	\$0	\$0
FLORENCE	118	1.42%	\$22,690	1.80%	\$451	\$23,141
GEORGETOWN	1755	21.15%	\$337,461	n/a	\$0	\$337,461
GRANGER	0	0.00%	\$0	0.00%	\$0	\$0
HUTTO	519	6.26%	\$99,796	7.93%	\$1,983	\$101,779
JARRELL	509	6.13%	\$97,873	7.78%	\$1,945	\$99,818
LEANDER	939	11.32%	\$180,556	14.35%	\$3,588	\$184,144
LIBERTY HILL	653	7.87%	\$125,562	9.98%	\$2,495	\$128,058
ROUND ROCK	3436	41.41%	\$660,693	52.52%	\$13,131	\$673,823
TAYLOR	358	4.31%	\$68,838	5.47%	\$1,368	\$70,206
THRALL	0	0.00%	\$0	0.00%	\$0	\$0
TOTALS	8297	100%	\$1,595,392	100%	\$25,000	\$1,620,392

$$\begin{aligned}
 & \% \text{ SUBTOTAL DAYS (excluding GISD days)} \times \$25,000 \text{ (GISD Handling Fee)} + \\
 & \% \text{ TOTAL DAYS (including GISD days)} \times \$1,595,392 \text{ (remaining budget)} \\
 & = \text{TOTAL RESPONSIBILITY}
 \end{aligned}$$



WILLIAMSON COUNTY J.J.A.E.P. & S.T.E.P.



OBSERVATION LOG

Student:

Group:

Date:

	Meal 1	Flex	1 st	2 nd	Meal 2	Rec/Group	3 rd	4 th	Level Up
Class Expectations*									
Work Completion*									
Hallway Movement									
Physical Control									
Verbal Control									
Peer Interactions									
Adult Interactions									
Breaks from Class									

Arrival	DC

E: _____ +
 M: _____ +
 D: _____ = 68

Overall:
 E M D

E's and/or D's both require documentation.

MRV or sent home due to behavior = D for the day

Students in ISS may earn no more than an M in any grading period.

*Teachers will assign scores in these areas. Overrides may be made by Principal ONLY.

	EXCEEDS – no corrections or prompting needed	MEETS - baseline	DOES NOT MEET – unresponsive to prompts
Arrival	on time	excused tardy	unexcused tardy
Dress Code	clean uniform; no prompting needed to maintain standards; no personal items	basic expectations met with prompting (tuck in shirt; no sagging; hair up)	jewelry; nail polish; incorrect uniform; brings personal items; multiple prompts to comply
Mealtimes	meets expectations and cleans without prompting	follows staff direction; no talking; cleans with prompting	refusal to follow directions; talking, leaves a mess
Group	encouraging & supportive in addition to other expectations	appropriate communication; pro-social; maintains boundaries; on-task	hurtful comments; not paying attention
Breaks from Class	Only necessary requests to regulate or not needed	asks politely; waits patiently; respectful of time boundaries	excessive requests or time used; demanding
Rec Time	engages in the activity & cheers on others	participates appropriately or sits quietly	physically or verbally disruptive
Hallway Movement	follows expectations patiently with no prompts	no talking; hands behind back; in line; follows directions; only one prompt needed	talks; leaves the line; wandering hands; multiple redirection prompts
Class Expectations	actively contributes to class discussion/activities	alert & paying attention; stays on track with activities	sleeps; stays zoned out; no paying attention to class activity; headphone refusal
Work Completion	quality completion of assigned work without prompting	steady progress and effort on assigned work; chooses correct activity in tutorials	more idle time than productivity on assigned work or priority work in tutorials
Physical Control	stays seated; keeps area clean; treats materials with respect	appropriate with movement, direction of energy, materials & fidgets; hands to self	out of seat without permission; touching other persons or property; physical aggression
Verbal Control	positive language & content, no profanity used, speaks at appropriate times	appropriate volume, language, content & timing; quick & sustained correction with slip ups	use of profanity, inappropriate content, volume or timing; refusal to correct; verbal aggression
Peer Interactions	encouraging words & actions	minds own business & space	negative words or actions; encourages negativity of others
Adult Interactions	polite & respectful; responds quickly; offers to help	reasonably responds to requests;	negative or disrespectful words or actions; delay in response



S.T.E.P.

Successful Transition Education Program

2024 - 2025

Williamson County Juvenile Services

JJAEP * CORE * DETENTION

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						12

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						19

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						21

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						14

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						15

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						18

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
						18

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					16

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						20

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						17

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

	Student/Staff Holiday
	A Days
	B Days

	Staff Comp Day/Student Holiday
	Staff Development/Student Holiday
	Early Release Day

	Grading Periods
	C Days (all classes seen)

Student Days:	180	(Sem 1 = 81; Sem 2 = 89; Waiver =10)
Teacher Days:	187	
Waiver Days:	9/23; 10/11; 10/14; 11/1; 11/11; 11/25-27; 2/14; 4/18	

192 Day Instructional Aide	8/6 - 6/6
192 Day Serv Lrn Specialist	8/6 - 6/6
215 Day Admin Assist/Registrars	7/25 - 6/27

updated 4/3/2024

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item:	Consider Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors Region 13, Position C
Purpose:	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
Administrator Responsible:	Bruce Gearing, Ed.D., Superintendent
Attachments:	TASB Board of Directors Candidate - Bryan Holubec Bio TASB Board of Directors Endorsement Form

Background Information:

Members of the TASB Board of Directors serve three-year terms and during their tenure, they supervise, control and direct affairs of TASB in accordance with the Articles of Incorporation, Bylaws, and Advocacy Agenda. In April 2024, local school districts (Active Members) were notified of vacancies and expiring terms on the TASB Board and given the opportunity to submit a nominee from their local school board for a vacancy or expiring position on the TASB Board in their Region. Leander ISD is in Region 13. Now that the list of nominations is complete, local school boards (Active Members) within a TASB Region containing a vacancy or expiring position can endorse a nominated candidate by submitting the TASB Endorsement Form on or before Thursday, August 29, 2024 at 11:59 PM. If a majority of the Active Members of the Region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

During the [June 27, 2024, Regular Board of Trustees Meeting](#), Leander ISD Board Members approved the nomination of Bryan Holubec from Thrall ISD for Region 13, Position C. Mr. Holubec's Bio and the TASB Endorsement form are attached.

Administrative Recommendation:

N/A

Sample Motion:

I move the Board endorse Bryan Holubec of Thrall ISD for TASB Board of Directors Region 13, Position C.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: May 28, 2024

NAME: Bryan Holubec

MAILING ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Thrall ISD

LOCAL TERM EXPIRES: May 2026 YEARS ON BOARD: 13
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES NO

BOARD POSITIONS HELD (including dates): Board Member 2011-2015; Vice-Pres. 2015-2016); Secretary 2016-2018; Vice Pres. 2018-2019; President (2019-Present)

OCCUPATION: Residential Real Estate Development Consultant

CURRENT EMPLOYER: Tiemann Land & Cattle Development DATES: May 2006 – Present

EDUCATION-HIGH SCHOOL: Diboll HS – Diboll ISD, TX COLLEGE: Texas A&M University

OTHER EDUCATION: _____ DEGREES: BS - Construction Science

HOBBIES/SPECIAL INTERESTS: Boating, Shade-tree welder, gardening

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): Thrall VFD (1994-1996); Taylor Noon Kiwanis (1993-2001); Sponsor – Brethren Youth Fellowship – Taylor (2013-2017); Taylor Brethren Church – Board of Elders: Outreach (2016); Secretary (2017); President (2018-2019)

ADDITIONAL COMMENTS:

- 2023 TASB Advocate of the Year
- 5th term on the Thrall ISD board: Secretary (2 terms); VP (2 terms); President (currently in 6th term)
- Master Trustee – Leadership TASB Class of 2020
- Active member – Central Texas School Board Association – Vice-President for Small Districts
- Organizer and Charter Member of the Thrall Community Education Foundation
- Region 13 Superintendent of the Year Selection Committee 2017, 2018, 2019, 2020, 2022, 2023
- Former President of Board of Elders – Taylor Brethren Church
- Former Sponsor for Taylor Brethren Youth Fellowship
- Former member – Taylor Noon Kiwanis Club
- Former member Thrall Volunteer Fire Department

Brief Biography for Bryan Holubec:

Born November 12, 1964, I was raised in Diboll, Texas where I graduated from high school in 1983 and my mom served two terms on the Diboll ISD Board of Trustees.

I graduated from Texas A&M University with a BS in Construction Science and accepted a commission into the US Marine Corps in May of 1988. My active-duty service as a Combat Engineer ended in December of 1992.

I moved into the Thrall ISD in October of 1994, where we raised our two children.

My son, [REDACTED] is a graduate of Texas State University where he earned his bachelor's degree in Music Education. He is now employed in Gonzales ISD as an Asst. HS Band Director/Percussion Director.

My daughter, [REDACTED] earned her bachelor's degree from Texas A&M University in Telecommunications with a Minor in Business. She is currently working on her master's degree in Marketing at the TAMU Mays School of Business.

In my professional career, I work as a consultant in the real estate development industry.



TASB ENDORSEMENT FORM

DATE: August 8, 2024

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: Bryan Holubec

SCHOOL DISTRICT: Thrall ISD

This endorsement was approved by our school district's board of trustees at a duly called meeting on August 8, 2024.
(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: Gloria Gonzales-Dholakia, Ph.D.

SCHOOL DISTRICT: Leander ISD

MAILING ADDRESS: 204 W. South St.

CITY: Leander ZIP: 78646

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 29, 2024.

RETURN TO: E-mail: boardcommunications@tasb.org



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AUGUST 08, 2024

Superintendent's Report

Board of Trustees Meeting



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Boardies



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Backpack Attack!

3



131



EMPOWERED STAFF



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EMPOWERED STAFF

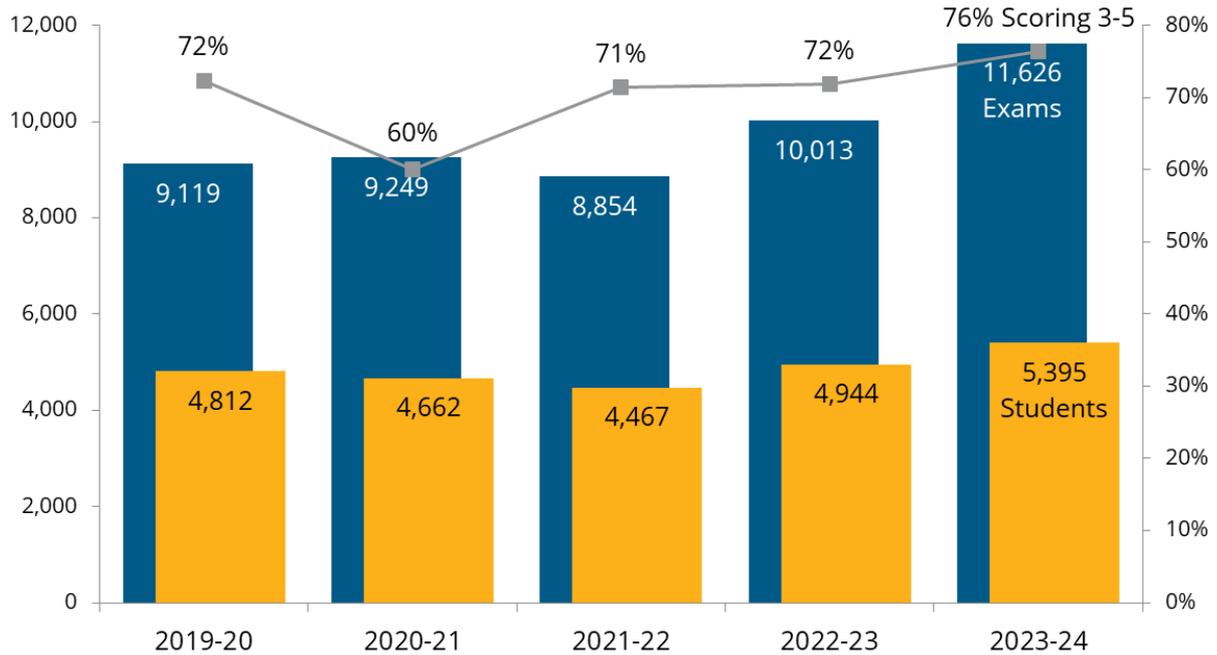


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EMPOWERED LEARNERS

Leander ISD AP Exam History

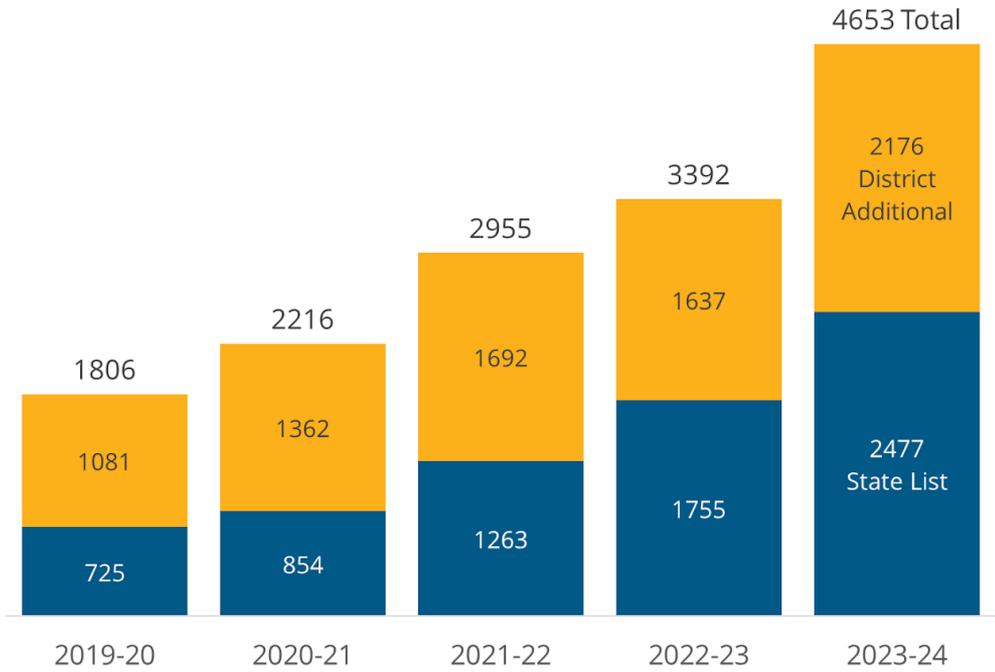


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EMPOWERED LEARNERS

Industry-Based Certifications Awarded



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Source: District-collected Instructor Reports



SAFE AND INNOVATIVE LEARNING ENVIRONMENTS



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Donald Lewis Hisle Elementary School



DISCUSSION

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Discussion and Consider Approval of 2024-2025 Student Code of Conduct
Purpose: Discussion Item/Report Only Action Requested
Administrator Responsible: Bryan Miller, Sr. Executive Director, Student Support Services
Attachments: 2024-2025 Student Code of Conduct Draft

Background Information:

Attached are the updated revisions to the Student Code of Conduct (SCOC). There are few changes from last year as this was not a legislative year. Revisions include language adding district police officers, school marshals, and security personnel to align with development of the Leander ISD Police Department. Additionally, there was one change to the dress code adding students cannot wear clothing or accessories that include weapons.

Additions to the 2024-2025 Student Code of Conduct are underlined and highlighted in yellow with red text.
Deletions are ~~red strikethrough~~.

Administrative Recommendation:

The Administration recommends that the Board of Trustees adopt the 2024-2025 Student Code of Conduct.

Sample Motion:

I move that the Board adopt the 2024-2025 Student Code of Conduct as presented.

STUDENT CODE OF CONDUCT

CONDUCT AND DISCIPLINE

The information on the following pages is VERY important! Please make certain that you read and understand the Student Code of Conduct section.

ACCESSIBILITY

If you have difficulty accessing the information in this document because of disability, please contact Student Support Services at 512-570-0150.

PURPOSE

Education in our community represents a significant commitment to financial and human resources. The benefits a student derives from this investment depend on a student's attitude toward learning and high standards of behavior.

The Student Code of Conduct ("Code of Conduct"), as required by [Chapter 37](#) of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

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

Per 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 posted on the District's website @ <http://www.leanderisd.org>. 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 all students with disabilities who are eligible for services under federal law (Individuals with Disabilities Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

INDEX

This code contains the following topics:

Section I: Ethical Principles/Expected Behaviors

- Ethical Principles
- Standards for Student Conduct

Section II: School District Authority and Jurisdiction

- Campus Behavior Coordinator
- Authority and Jurisdiction
- School Resource Officers
- Questioning of Students and Searches
- Threat Assessment Team
- Transfers
- Unauthorized Persons
- Behavior, Consequences, and Techniques
- Parental Questions, Consequences, or Appeals

Section III: Dress Code

Section IV: General Misconduct Violations

- Mistreatment of Others
- Misuse of Property
- Possession of Prohibited Items
- Misuse of Technology
- Misuse of Illegal Prescription and/or Over the Counter Drugs
- Safety
- Miscellaneous Offenses
- Discipline Management Techniques
- Students with Disabilities
- Discipline Management Techniques
- Out-of-School Suspension
- Notification
- Routine Referral
- Regular/Formal Educational Removal
- Regular Educational Setting Removal
- Formal Removal

Section V: Placement in a Disciplinary Alternative Education Program

- LEO
- Removal to a DAEP

-DAEP Discretionary Placement

- Part A – Reasons for Discretionary DAEP Placement

-DAEP Mandatory Placement

- Part B – Reasons for Mandatory DAEP Placement

Section VI: Expulsion

-Discretionary Expulsion

- Part A – Reasons for Discretionary Expulsions

-Mandatory Expulsion

- Part B – Reasons for Mandatory Expulsions

-Placement and/or Expulsion for Certain Offenses

- Registered Sex Offenders
- Certain Felonies

Section VII: Procedures

-DAEP Placement

- Appeal to DAEP Placement
- Mandatory Formal Removal
- Removal by Campus Administrator
- Conference
- Placement Order
- Coursework Notice
- Length of Placement
- Returning Student to Classroom
- Withdrawal During Process
- Newly Enrolled Students
- Extra-Curricular and Non-Curricular Restrictions
- Transportation
- Emergency Placement
- Transition Services
- Participation in Graduation
- DAEP Placement Review
- Court/Criminal Proceeding

-Expulsion Procedures

- Expulsion Hearing
- Hearing Review
- Length of Placement
- Withdrawal During Process
- Additional Misconduct
- Academic Credit
- Newly Enrolled Student
- Continuation of Other District's Expulsion Order
- DAEP Placement of Expelled Students
- Emergency Expulsion
- Juvenile Justice Alternative Education Program (JJAEP) Placement

-Other

- Drug-Free Notice
- Sexual Assault and Campus Assignments
- Parental Questions, Concerns, or Appeals

Section I: Ethical Principles/Expected Behaviors

ETHICAL PRINCIPLES

The following ten major ethical values form a philosophical basis for ethical judgment and define the moral duties and virtues implicit in ethical behavior. Leander ISD is committed to these principles.

- **Honesty** - a good faith intent to be truthful, accurate, straight-forward, and fair in all communications.
- **Concern for Others** - concern for the well-being of all those affected by their actions by being caring, considerate, and compassionate.
- **Integrity** - acting in ways that are consistent with core beliefs.
- **Accountability** - be accountable and accept personal responsibility.
- **Promise-Keeping** - trustworthiness by keeping promises and fulfilling commitments.
- **Law Abidance/Civic Duty** - act as responsible citizens and uphold the rule of law.
- **Loyalty** - a special moral responsibility to promote and protect the interest of certain people, organizations, or governments.
- **Respect for Others** - honoring the rights of others and treating others with courtesy and decency.
- **Fairness** - making impartial decisions, demonstrating a commitment to justice, correcting mistakes, and refusing to take unfair advantage of others.
- **Pursuit of Excellence** - seek to perform their duties with excellence.

STANDARDS FOR STUDENT CONDUCT

To promote a positive educational experience for all students, the District expects students to adhere to **seven basic standards for conduct**. Each student is expected to:

- Exercise self-control, self-respect, and self-discipline
- Demonstrate a positive attitude
- Respect the rights and feelings of others
- Respect school property
- Support the learning process
- Adhere to all campus and classroom rules
- Promote a safe environment

Section II: School District Authority and Jurisdiction

All students are entitled to enjoy the basic rights of citizenship recognized and protected by law for persons of their age and maturity. District schools shall foster a climate of mutual respect for the rights of others. Each student is expected to respect the rights and privileges of other students, teachers, and District staff. Students shall exercise their rights responsibly, in compliance with rules established for the orderly conduct of the District's educational mission. The District's rules of conduct and discipline are established to achieve and maintain order in the school.

CAMPUS BEHAVIOR COORDINATOR

As required by law, campuses must designate campus behavior coordinators (CBCs). The District designates campus assistant principals (or the principal if an assistant principal is not available) as the campus behavior coordinators. The CBCs are responsible for maintaining student discipline. The District maintains a current list of assistant principals serving as CBCs on the Leander ISD Student Support Services website @ <http://www.leanderisd.org>.

AUTHORITY AND JURISDICTION

A student whose behavior shows disrespect for others, including interference with their access to a public education and a safe environment shall be subject to disciplinary action. School rules and the authority of the District to administer discipline apply whenever the interest of the school or District is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The District has disciplinary authority over a student:

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

EXPECTATIONS FOR REPORTING OFFENSES/ CRIMES

Anytime someone has information about a student in Leander ISD experiencing any form of mistreatment or about any potential danger to any student or staff member of the school, the expectation is for the information to be reported directly to campus administration. However, if the information is shared with any other staff member, he/she will then report to campus administration.

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

SCHOOL RESOURCE OFFICERS (SRO) SECURITY PERSONNEL

To support the safety, security, and protection of students, staff, and property, the Board employs utilizes District police officers, school resource officers (SROs), school marshals, or security personnel. Per law, the Board has coordinated with the CBC and other District employees to ensure appropriate law enforcement duties are assigned to security staff these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series. The law enforcement duties of District peace officers are listed in policy CKE (LOCAL). The law enforcement duties of school resource officers security personnel are to implement the District's comprehensive safety programs. All SROs security personnel shall receive at least the minimum amount of education and training required by law.

QUESTIONING OF STUDENTS AND SEARCHES

To aid in maintaining a safe and secure campus environment, students may be questioned by administrators and other professional personnel (i.e. teachers, nurses, counselors, parking lot attendants, etc.), or law enforcement officials without the presence of a parent or guardian. This is per District policies [FNF\(LOCAL\)](#) and [GRA\(LOCAL\)](#). In addition, students may be asked to provide a written statement to administrators without the presence of or permission from a parent or guardian. When a student's statement is provided to law enforcement, the officer must sign a form acknowledging the receipt of the statement. If a student is questioned by law enforcement and/or asked to provide a written statement to law enforcement, a reasonable attempt shall be made to notify the student's parents or guardians promptly. In addition, an administrator will be present at the time of questioning when permitted.

District officials may conduct searches of students, their belongings, and their vehicle per state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. A student's clothing, personal property, electronic equipment, method of transportation, or school property used by the student (such as lockers or desks) may be searched when there is reasonable suspicion to believe the search shall reveal articles or materials prohibited by the District. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. Refer to policy [FNF\(LEGAL\)](#), and policy [FNF\(LOCAL\)](#) for more information regarding investigations and searches.

Vehicles parked on school property, desks, purses, electronic equipment, and book bags brought into the District or to a District-sponsored event, and lockers assigned to students are under the jurisdiction of the school. Searches of vehicles, desks, purses, electronic equipment, or book bags may be conducted at any time there is reasonable suspicion to do so, with or without the presence of the student.

Students have full responsibility for the security of their vehicles and lockers and, therefore, need to make certain they are locked and that the keys/combinations are not given to others. Students shall be held responsible for any prohibited objects or substances, such as alcohol, drugs, or weapons that are found in any locations under their control including their cars/lockers. Students shall not place, keep, or maintain any article or material in school-owned lockers that are forbidden by District policy or that would lead school officials to reasonably believe that it would cause a substantial disruption on school property or at a school-sponsored function. Students shall be subject to disciplinary action by the District, as well as referral for criminal prosecution for prohibited objects or substances. School officials may randomly search lockers for articles or materials prohibited by District policy.

To keep the workplace and schools free of drugs and weapons, the District may use specially trained non-aggressive dogs to sniff out and alert to the current presence of concealed prohibited items, illicit substances, and alcohol. This program is implemented in response to drug and alcohol use problems in District schools and to maintain a safe school environment conducive to education. Visits to schools shall be unannounced. The dogs shall be used to sniff the air in vacant classrooms, in vacant common areas, around student lockers, and around vehicles parked on school property. In addition, the dogs may be used to sniff in classrooms, school buses, or other areas under District control after students have been directed to vacate and leave their belongings behind. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, school bus, or other areas under District control, it may be searched by school officials. If a dog alerts on a location under the student's control, all other locations under the student's control shall be subject to search. Searches of vehicles shall be conducted as described above. The dog's official handler or designee shall determine what constitutes a detection or alert by the dog.

The search will be conducted by a school official or by a representative from a governmental agency (i.e. school resource officer or police.)

The District's policies and the Student Code of Conduct provide a range of disciplinary sanctions

for alcohol and drug-related offenses. Students may be referred to appropriate law enforcement officials for criminal prosecution. Procedural requirements for the imposition of suspension and expulsion are set out in the District's policies.

The CBC or other appropriate administrators will work closely with the campus threat assessment and safe and supportive school team to implement the District's threat assessment procedures, as required by law, and shall take appropriate disciplinary action per the Code of Conduct.

The District has the right to revoke a transfer of a nonresident student for violating the District's Code. In addition, the District also has a process for revoking in-District transfers if a student is no longer in good standing (see campus administrator for details).

Under [Texas Education Code 37.105](#), a school administrator, school resource officer (SRO), District police officer, [school marshal, or security personnel](#) 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 the refusal of entry or ejection from District property may be filed under [FNG\(LOCAL\)](#) or [GF\(LOCAL\)](#), as appropriate.

In general, discipline shall be designed to correct misconduct and to encourage adherence by all students to their responsibilities as citizens of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and a range of discipline management techniques, including restorative practices. Disciplinary action 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, previously tried discipline management techniques, and whether a student was reasonably acting in self-defense and statutory requirements. Because of these factors, discipline for an offense (unless otherwise specified by law) may bring into consideration varying techniques and responses.

The safety of students is a priority and goal for the District. All stakeholders (staff, students, parents, and community members) must assist the District in creating and maintaining a safe and orderly environment free of bullying, teasing, harassment, violence, weapons, etc. We appreciate all help and support in assisting the District to reach this goal.

The list of prohibited behaviors and possible consequences are listed in the next five (5) sections of the Student Code of Conduct. Those sections are Dress Code, General Misconduct Violations, Placement in a Disciplinary Alternative Education Program, Expulsion, and Procedures.

Please note: In addition to the rules/ behaviors listed in this Student Code of Conduct, the District also has campus, classroom, and District transportation rules. These rules may be listed in the other parts of the Student and Parent Handbook, given directly to the students, or posted in classrooms or on District vehicles. These other rules may or may not constitute violations of this Student Code of Conduct.

Questions from parents regarding disciplinary measures taken should be addressed to the teacher or campus administration, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed under policy [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: www.leanderisd.org.

At the administrator's discretion, consequences shall not be deferred pending the outcome of a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual

**THREAT
ASSESSMENT
TEAM**

TRANSFERS

**UNAUTHORIZED
PERSONS**

**BEHAVIORS,
CONSEQUENCES,
AND
TECHNIQUES**

|
**PARENTAL
QUESTIONS,
CONCERNS, OR
APPEALS**

harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies [FFH\(LEGAL\)](#) and [FFH\(LOCAL\)](#).

Section III: Dress Code

DRESS CODE

Our Philosophy:

The Leander Independent School District's student dress code supports equitable educational access and is written in a manner that does not reinforce stereotypes. To ensure effective and equitable enforcement of this dress code, school staff will enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law per [FFH\(LOCAL\)](#).

Our Values:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of unnecessary discipline or body shaming.
- All students and staff are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
- Student dress code enforcement should not result in unnecessary barriers to school attendance.
- School staff will use student/body-positive language to explain the code and to address code violations.

Our Goals:

- Ensure that all students are treated equitably regardless of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law per [FFH\(LOCAL\)](#).
- Maintain a safe learning environment in classes where protective or supportive clothing is needed (e.g. physical activity, science, or CTE courses).
- Allow students to wear clothing of their choice that is comfortable.
- Allow students to wear clothing that expresses their self-identified gender.
- Allow students to wear religious attire without fear of discipline or discrimination.
- Allow students to wear their hair naturally or styled, including hair textures and hairstyles that are commonly associated with race or national origin, without fear of discipline or discrimination.
- Ensure students' clothing or accessories do not interfere with the operation of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights.

Dress Code

All students will dress in a way that is appropriate for the school day or any school-sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities. The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). Any restrictions on the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code. These dress code guidelines apply to regular school days, summer school days, and any school-related events and activities.

1. **Basic Principle: Certain body parts must be covered for all students at all times.** Clothes must be worn in a way such that genitals, buttocks, breasts/chest, and nipples are fully covered with opaque (not see-through) fabric. However, cleavage does not have coverage requirements. All items listed in the "must wear" and "may wear" categories below must meet this basic principle.
2. **Students MUST Wear* while following the basic principle of Section 1 above:**
 - a. A Shirt (with fabric in the front, back, on the sides under the arms, and has a minimum of one strap), AND
 - b. Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress, or shorts), AND
 - c. Shoes.

*Courses that include attire as part of the curriculum (for example, safety, professionalism, public speaking, and job readiness) may include assignment-specific dress but should not focus on covering bodies in a particular way or promoting culturally specific attire. Activity-specific shoe requirements are permitted (for example, athletic shoes for PE).

3. **Students MAY Wear while following the basic principle of Section 1 above:**
 - a. Hats facing straight forward or straight backward. Hats must allow the face to be visible to staff, and not interfere with the line of sight of any student or staff.
 - b. Religious attire including headwear.
 - c. Hoodie sweatshirts (wearing the hood overhead is allowed, but the face must be visible to school staff).
 - d. Fitted pants, including opaque (not see-through) leggings, yoga pants, and "skinny jeans".
 - e. Ripped jeans, as long as underwear and buttocks are not exposed.
 - f. Tank tops, including spaghetti straps; halter tops.
 - g. Athletic attire.
4. **Students Cannot Wear:**
 - a. Clothing or accessories that reasonably can be construed as being or including content that is racist, lewd, vulgar, obscene, or that reasonably can be construed as containing fighting words, speech that incites others to imminent lawless action, defamatory speech, or threats to others.
 - b. Clothing or accessories with violent or offensive images or language, including profanity, hate speech, **weapons**, and pornography.
 - c. Images or language depicting/suggesting drugs, alcohol, vaping, or paraphernalia (or any illegal item or activity).
 - d. Images or language that create a hostile or intimidating environment based on any protected class or marginalized groups.
 - e. Bulletproof vests, body armor, tactical gear, or clothing resembling these items.
 - f. Clothing that reveals visible undergarments (visible waistbands and visible straps are allowed)
 - g. Swimsuits (except as required in class or athletic practice).
 - h. Any item that obscures the face (except as a religious observance).

Dress Code Enforcement

To ensure effective and equitable enforcement of our dress code, school staff shall enforce the dress code consistently using the requirements below. School administration and staff shall not have the discretion to vary the requirements in ways that lead to discriminatory enforcement.

1. Students should not be shamed or required to display their bodies in front of others (students, parents, or staff) in school. "Shaming" includes, but is not limited to:
 - a. kneeling or bending over to check attire fit;
 - b. measuring straps or skirt length;
 - c. asking students to account for their attire in the classroom or hallways in front of others;
 - d. calling out students in spaces, hallways, or classrooms about perceived dress code violations in front of others; in particular, directing students to correct sagged pants that do not expose the entire undergarment, or confronting students about visible bra straps, since visible waistbands and straps on undergarments are permitted; and,
 - e. accusing students of "distracting" other students with their clothing.

2. Students will only be removed from spaces, hallways, or classrooms as a result of a dress code violation as outlined in Sections 1 and 4 above. Students in violation of Sections 1 and/or 4 will be provided three (3) options to be dressed to code during the school day:
 - a. Students will be asked to put on their alternative clothing, if already available at school, to be dressed to code for the remainder of the day;
 - b. Students will be provided with temporary school clothing to be dressed to code for the remainder of the day; or
 - c. If necessary, students' parents may be called during the school day to bring alternative clothing for the student to be dressed to code for the remainder of the day.

Students who feel they have been subject to discriminatory enforcement of the dress code should contact Student Support Services at 512-570-0152.

Exceptions

Exceptions to these dress requirements can be made by the school administration to allow students to observe religious customs or beliefs and to accommodate medical or health needs.

Section IV: General Misconduct Violations

The categories of conduct below are prohibited at school or on district property, 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 education setting as detailed in that section.

Note: Students engaging in the offenses under Section IV shall be processed by school administration and may also be processed by security personnel ~~the School Resource Officer (SRO)~~, as permitted by State Law.

DISREGARD FOR AUTHORITY

Students shall not:

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

MISCONDUCT VIOLATIONS

Students are prohibited from:

1. Failing to comply with directives and/or accept discipline management techniques given by school personnel (non-compliance and failure to accept discipline).
2. Violating school or bus safety rules.
3. Leaving school grounds, classes, or school-sponsored events without permission.
4. Being tardy, failing to attend, being truant, and having unexcused absences.
5. Violating repeatedly other communicated District, campus, or classroom standards of behavior.
6. Distributing and/or posting prohibited materials not following school procedures.
7. Violating dress code. (See Section III)
8. Violating the school's rules pertaining to the operation and/or parking of vehicles on school property.

MISTREATMENT OF OTHERS

1. Threatening a District student, employee, or volunteer, including off-school property if the conduct causes a substantial disruption to the educational environment.
2. Throwing objects that can cause bodily injury or property damage.
3. Directing profanity, vulgar language, or making obscene gestures toward other students, District employees, or visitors.
4. Participating in any manner in fight clubs or boxing.
5. Fighting or scuffling that does not result in physical pain, illness, or any impairment of a physical condition.
6. Engaging in horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm or threatens the safety of others.
7. Participating in hazing.
8. Committing extortion, coercion, or blackmail (obtaining money or another object of value from an unwilling person) or forcing an individual to act through the use of force or threat of force.
9. Engaging in bullying or cyberbullying, including intimidation, teasing, name-calling, ethnic or racial slurs, or derogatory statements that school officials have reason to believe shall substantially disrupt the school program or incite violence.
10. Releasing or threatening to release intimate visual material of a minor or a student who is eighteen years or older without the student's consent.
11. Engaging in any conduct that constitutes sexual or gender-based harassment or sexual abuse whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors.
12. Engaging in harassment of any kind, including, but not limited to, harassment motivated by race, color, religion, national origin, disability, or age directed toward another student or District employee.
13. Engaging in any inappropriate physical or sexual contact.

14. Engaging in inappropriate or indecent exposure of private parts.
15. Making threats, including verbal and written statements, hit lists, mail and e-mail, threats of a graphic nature (drawings, graffiti), and joking about threatening subjects that threaten the safety of another student, a school employee, or school property.
16. Committing simple assault (assault by contact).
17. Participating in consensual hugging, touching, or other inappropriate displays of affection.
18. Participating in consensual activities that result in physical alteration or injury to self or of another person's body (i.e. piercing, tattooing, etc.).
19. Failing to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others.
20. Engaging in conduct that constitutes dating violence, including the intentional use of physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in a current or past dating relationship.

BULLYING

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. Affects 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. **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 the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, social media application, an Internet website, or any other Internet-based communication tool.

The State Law on Bullying Prevention applies to:

1. Bullying that occurs on or is delivered to school property or 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.

Bullying is prohibited by the District and could include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name-calling, rumor-spreading, or ostracism.

If a student believes that he or she has experienced bullying or has witnessed bullying of another student, the student or parent needs to notify a teacher, counselor, principal, or other District employees as soon as possible to obtain assistance and intervention. The administration will investigate any allegations of bullying or other related misconduct.

If the results of an investigation indicate that bullying has occurred, the administration will take appropriate disciplinary action. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying. The District will also contact the parents of the victim and of the student who was found to have engaged in the bullying. Available counseling options will be provided to these individuals, as well as to any students who have been identified as witnesses to the bullying. Any retaliation against a student who reports an incident of bullying is prohibited.

The principal may, in response to an identified case of bullying, decide to transfer a student found to have engaged in bullying to another classroom on the campus. In consultation with the student's parent, the student may also be transferred to another school in the District. The parent of a student who has been determined by the District to be a victim of bullying may request that his or her child be transferred to another classroom or campus within the District. Refer to the Leander ISD [Anti-Bullying website](#) for additional information.

**MISUSE
OF
PROPERTY**

1. Stealing from students, staff, or the school.
2. Committing or assisting in a robbery or theft that does not constitute a felony according to the Texas Penal Code. (Felony robbery, aggravated robbery, and theft offenses are addressed later in the Student Code of Conduct.)
3. Damaging or vandalizing property owned by others. (For felony criminal mischief see DAEP Placement or Expulsion.)
4. Defacing or damaging school property – including textbooks, technology and electronic resources, lockers, furniture, and other equipment with graffiti or by other means.
5. Entering, without authorization, district facilities that are not open for operations.

**POSSESSION
OF
PROHIBITED
ITEMS**

Possessing prohibited items. The District also prohibits students from possessing certain other items without administrative approval while on school property, while using District transportation, or while attending school-sponsored or school-related activities, whether on or off school property.

Prohibited Items Include but are not limited to:

- Radios, including blue tooth speakers
- Permanent/Sharpie® Markers
- Correction Fluid
- Clubs or Knuckles
- Laser Pointers
- Lighters, Matches, Tobacco Products, and E-Cigarettes(vapes), including any component, part, or accessory for an E-Cigarette device
- Pornography and/or materials of a profane, vulgar, or obscene nature
- Paintballs and Paintball Guns
- Mace and Pepper Spray
- Sling Shots, Starter Pistols
- Animals
- Aerosol Spray Cans, Spray Paint
- Pacifiers
- Cards/Dice
- Guitars, Harmonicas, and other Instruments unless through administrative approval
- All knives, regardless of blade length, Razors, Box Cutters, Chains, Location restricted knives, and any hand instrument designed to cut or stab another by being thrown
- Incendiaries, Smoke/Stink Bombs, Fireworks, or any other Pyrotechnic Device,
- Any type of firearm (real or otherwise), Stun, Air, “look-alike” Weapons (intended to be used or perceived as a weapon), Tasers, BB Guns, silencers or suppressors, etc.
- Ammunition, shells, bullets, or gunpowder
- Poisons, Caustic Acids, or other materials that may be toxic to the human body
- Inline Skates, Roller Shoes
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

This list is not all-inclusive. There may be other items the campus or District administration determines to be disruptive to the educational environment and included as prohibited.

**MISUSE
OF
TECHNOLOGY**

1. Violating any of the prohibited behaviors/conduct listed in the LISD Technology Resource Acceptable Use Guidelines. [See Appendix B- Technology Resource Acceptable Use Guidelines for the complete list in the back of the handbook.](#)
2. Attempting 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.
3. Attempting 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.
 4. Using the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off-school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
 5. Sending, posting, delivering, or possessing 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.
 6. Using 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.
 7. Recording the voice or image of another without the prior consent of the individuals being recorded, or administrative approval, in any way that disrupts the educational environment or invades the privacy of others.
 8. Copying, downloading, reproducing, distributing, retransmitting, redisplaying, or modifying items from the District's website.
 9. Using a telecommunications device, including a cell phone/smartwatch, or other electronic device in violation of district and campus rules.

NOTE: We encourage and support the proper use of various forms of technology. The District IS NOT liable for lost or stolen personal electronic devices (i.e. cell phones, iPods, iPhones, iPads, Kindles, smartwatches, etc.). In addition, the District will not expend resources to recover these items.

Students are prohibited from:

1. Possessing, using, giving, or selling alcohol or an illegal drug.
2. Possessing or selling seeds or pieces of marijuana in less than a usable amount.
3. Possessing, selling, or giving something represented to be drugs, contraband, or related paraphernalia.
4. Violating the District's regulations on taking or possessing prescription drugs and/or over-the-counter medication; abusing one's prescription or giving one's prescription to another; being under the influence of another person's prescription drugs; being 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" in the Parent Handbook).
5. Abusing, sharing, giving, or selling vitamins, minerals, or herbal/dietary supplements to other students.
6. Possessing, selling, delivering, giving, using, or being under the influence of intoxicants or inhalants (i.e. whippets, bath salts, or related items listed in number 33).
7. Possessing, selling, delivering, giving, using, or being under the influence of look-alike drugs (i.e. K2, spice, or fake marijuana).
8. Possessing, smoking, or using tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device.

**MISUSE
OF ILLEGAL,
PRESCRIPTION,
AND/OR OVER-
THE-COUNTER
DRUGS**

SAFETY

1. Discharging a fire extinguisher without valid cause.
2. Engaging in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
3. Behaving in any way that disrupts the school environment or educational process.
4. Making false accusations or perpetrating hoaxes regarding school safety.
5. Engaging in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
6. Possessing published or electronic material that is designated to promote or encourage illegal behavior or that could threaten school safety.
7. Propping or tampering with/disabling school district door latching or locking mechanisms.

MISCELLANEOUS OFFENSES

1. Engaging in academic dishonesty, which includes cheating or copying the work of others, plagiarism, and unauthorized communication between students during an examination. This offense may result in possible grade reductions and other consequences as permitted by policy.
2. Bringing skateboards onto the bus. (Students with skateboards in their possession shall not be allowed to get on the bus.)
3. Aiding a student or students in committing prohibited behaviors.
4. Participating in gambling or betting money or other things of value.
5. Falsifying records, passes, or other school-related documents.
6. Certain criminal behavior resulting in the student receiving a ticket or citation, being arrested, or having an arrest warrant issued for himself/herself, regardless of where or when the alleged behavior occurred.
7. Using profane language verbally, written, or in any electronic form.
8. Engaging in actions or demonstrations that substantially disrupt or materially interfere with school activities **or student/staff access to educational opportunities.**
9. Repeatedly violating other communicated campus or classroom standards of conduct.

Because of significant variations in student conduct, it is not always possible for the Student Code of Conduct to address each act of student misbehavior. To that end, the District retains the discretion to address student misconduct inconsistent with these standards even though the conduct may not be specifically included in the Student Code of Conduct.

STUDENTS WITH DISABILITIES

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

Per the Texas Education Code, a student who is enrolled in a special education program may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists 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.

DISCIPLINE MANAGEMENT TECHNIQUES	<p>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 a range of discipline management techniques, including restorative practices. 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.</p> <p>Because of these factors, discipline for a particular offense, including misconduct in a District vehicle owned or operated by the District, unless otherwise specified by law, may bring into consideration varying techniques and responses.</p> <p>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 may restrict or revoke a student’s transportation privileges, per law.</p> <p>In deciding whether to order out-of-school suspension, to place in a DAEP, or to expel, the District shall take into consideration:</p> <ol style="list-style-type: none"> 1. Self-defense (see Glossary in the Parent Handbook), 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.
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	<p>5. A student's status in the conservatorship of the Department of Family and Protective Services, or a student's status as homeless.</p> <p>The following discipline management techniques may be used – alone or in combination – for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:</p> <ol style="list-style-type: none"> 1. Verbal (oral or written) correction. 2. Cooling-off time or a brief "time-out" period, per law. 3. Seating changes within the classroom or vehicles owned or operated by the District. 4. Temporary confiscation of items that disrupt the educational process. 5. Rewards or demerits. 6. Behavioral contracts. 7. Counseling by teachers, counselors, or administrative personnel. 8. Parent-teacher conferences. 9. Behavior coaching. 10. Anger management classes. 11. Mediation (victim-offender). 12. Classroom restorative circles. 13. Grade reductions for cheating, plagiarism, and as otherwise permitted by policy. 14. Detention, including outside regular school hours. 15. Sending the student to the office or other assigned area, or in-school suspension. 16. Assignment of school duties such as cleaning or picking up litter. 17. Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations. 18. Penalties identified in individual student organizations' extracurricular standards of behavior. 19. Restriction or revocation of District transportation privileges. 20. School-assessed and school-administered probation. 21. Out-of-school suspension, as specified in the suspension section of this Code. 22. Placement in a DAEP, as specified in the DAEP section of this Code. 23. Expulsion, as specified in the Expulsion section of this Code. 24. Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the District. 25. Other strategies and consequences as determined by school officials. 26. Restitution or restoration. 27. Dismissal from the extra- or co-curricular activity, office, club, group, or team, and/or referral to the Licensed Chemical Dependency Counselor for counseling, if appropriate. The student may also be required to complete a reinstatement plan.
<p>PROHIBITED AVERSIVE TECHNIQUES</p>	<p>Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:</p> <ol style="list-style-type: none"> 1. Using techniques designed or likely to cause physical pain. 2. Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks. 3. Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face. 4. Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility. 5. 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. 6. Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint. 7. 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. 8. Restricting the student's circulation. 9. Securing the student to a stationary object while the student is standing or sitting. 10. Inhibiting, reducing, or hindering the student's ability to communicate. 11. Using chemical restraints. 12. 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)

	<p>goals, including isolating the student using physical barriers.</p> <p>13. 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).</p>
<p>OUT-OF-SCHOOL SUSPENSION</p>	<p>Students may be out-of-school suspended for any behavior listed in the Student Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 1. Conduct that contains the elements of a weapons offense, as provided in Texas Penal Code Section 46.02 or 46.05; 2. Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or 3. 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. <p>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 the law.</p> <p>In deciding whether to order out-of-school suspension, the District shall take into consideration:</p> <ol style="list-style-type: none"> 1. Self-defense (see Glossary in the Parent Handbook), 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, or 6. A student's status as homeless. <p>The number of days of a student's out-of-school suspension shall be determined by the appropriate administrator. State law allows a student to be out-of-school suspended for no more than three (3) school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.</p> <p>Before being out-of-school suspended a student shall have an informal conference with the appropriate administrator, who shall advise the student of the conduct of which he or she is accused. The student shall be allowed to explain his or her version of the incident before the administrator's decision is made.</p> <p>While on out-of-school suspension, students may not participate in school-sponsored or school-related extracurricular and/or co-curricular activities.</p> <p>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.</p> <p>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</p>

THE CLASSROOM	A student who has been formally removed by a teacher for any other conduct may be 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.
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Section V: Placement in a Disciplinary Alternative Education Program (DAEP)

LEO Leander Independent School District's Extended Opportunity Center (LEO), the District's Disciplinary Alternative Education Program (DAEP), exists to provide a highly structured environment for students who commit major offenses or who commit a series of less serious offenses. The intense observation at the LEO Center shall be directed toward correcting the behavior. Students shall be admitted to LEO following a referral by the home campus. Days counted for LEO assigned days are only days a student is present at the LEO Center. Parents and students receive specific information regarding the LEO Center at the time of placement or expulsion.

REMOVAL TO DAEP Part A lists behaviors that **may** result in such a placement. Part B lists behaviors that, by law, **must** result in a student's placement in a Disciplinary Alternative Education Program (DAEP).

For purposes of DAEP, elementary classification shall be kindergarten-grade 5 and secondary classification shall be 6-12th grades. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

When a student under the age of ten engages in behavior that is expellable, 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.

Summer programs provided by the District shall serve students assigned to a DAEP in conjunction with other students on a case-by-case basis.

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 in the Parent Handbook),
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, or
6. A student's status as homeless.

PART A **Note:** Students violating the offenses in Section V (Parts A and B) shall receive consequences from the school administrator and may be processed (issued a citation, arrested, etc.) by the School Resource Officer (SRO) or the local police department, as permitted by State Law.

REASONS FOR DISCRETIONARY DAEP PLACEMENT Following an investigation and a determination is made that a secondary student committed a discretionary offense, the student shall be placed in a DAEP for a minimum of 30 school days. Depending on age appropriateness and the nature of the offense, elementary students may be placed at a DAEP from one (1) day to six (6) weeks.

SCHOOL-RELATED. A student **may** be placed in a Disciplinary Alternative Education Program (DAEP) for any of the following misconduct if committed while on school/district property, within 300 feet of school/district 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/district property:

1. Possessing, giving, buying, or selling less than a usable number of stems, seeds, or other

- pieces of marijuana.
2. Possessing, using, selling, buying, or giving paraphernalia (see Glossary in the Parent Handbook) related to any prohibited substance, including but not limited to marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage.
 3. Abusing the student's prescription drug or using it in a way other than prescribed; giving, buying, or selling a prescription drug; possessing, using, or being under the influence of another person's prescription drug.
 4. Preparing a hit list.
 5. Engaging in serious or persistent misbehavior.
 6. Disruptive activities including disorderly conduct.
 7. Disruption of classes including disorderly conduct.
 8. Assault (no bodily injury) with the threat of imminent bodily injury.
 9. Assault by offensive or provocative physical conduct.
 10. Theft.
 11. Weapons or instruments represented as or used as weapons, any form of knuckles or finger armor.
 12. Fighting.
 13. Sexual harassment.
 14. Transfer from another district's DAEP.
 15. Possession, use, or transmittal of something represented to be a prohibited substance or paraphernalia associated with a prohibited substance.
 16. Possessing or bringing any type of ammunition.
 17. Criminal trespass.
 18. Threats. The District takes seriously and shall act upon all threats made (verbal or written) toward the safety of our schools or others.
 19. Bullying, cyberbullying, or harassment.
 20. Violation of any campus, classroom, District transportation, or Student Code of Conduct rules as listed in Section IV, General Misconduct.

OFF-CAMPUS. A student may be placed in DAEP based on conduct occurring off school/district property and not in attendance at a school-sponsored or school-related activity if:

1. The superintendent or the superintendent's designee has a reasonable belief that the student has engaged in conduct defined as a felony offense other than aggravated robbery under Section 29.03, Penal Code, or those offenses defined in Title 5, Penal Code: and
2. The continued presence of the student in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

REGARDLESS OF LOCATION. A student **may** be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off school/district property.

1. If the student is a registered sex offender who is not under any form of court supervision. (A registered sex offender who is not under any form of court supervision shall be placed in regular classes if the student is not a threat to the safety of others, is not detrimental to the educational process and such placement is not contrary to the best interests of the District's students.)
2. Engages in criminal mischief if not punishable as a felony.
3. Engages in bullying that encourages a student to commit or attempt to commit suicide.
4. Incites violence against a student through group bullying.
5. Releases or threatens to release intimate visual material of a minor or a student who is eighteen years of age or older without the student's consent

PART B

REASONS FOR MANDATORY DAEP PLACEMENT

Note: Students violating the offenses in Section V (Parts A and B) shall receive consequences from the school administrator and may be processed (issued a citation, arrested, etc.) by the School Resource Officer (SRO) or the local police department, as permitted by State Law.

Following an investigation and a determination is made that a secondary student committed a Mandatory offense, the student **shall** be placed in a DAEP for a minimum of 45 school days. Depending on age appropriateness and the nature of the offense, elementary students may be placed at a DAEP from one (1) day to six (6) weeks.

Offenses in italics and bolded may result in a discretionary expulsion.

SCHOOL-RELATED. A student **must** be placed in a DAEP for any of the following misconduct if committed while on school/district property or while attending a school-sponsored or school-related activity on or off school/district property:

1. Engages in conduct punishable as a felony.
2. Commits an assault with bodily injury under [Penal Code 22.01\(a\)\(1\)](#).
3. ***Sells, gives, or delivers to another person, possesses, uses, or is under the influence of a controlled substance or a dangerous drug in any amount not punishable as a felony.***
4. ***Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. 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.***
5. ***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.***
6. *Sells, gives, or delivers to another person or possesses or uses an e-cigarette.*
7. ***Engages in an offense relating to abusable volatile chemicals.***
8. Engages in conduct that contains the elements of the offense of public lewdness.
9. Engages in conduct that contains the elements of the offense of indecent exposure.
10. Possesses or uses a knife with a blade over 3" up to 5 ½ ".
11. Engages in expellable conduct if the student is between six (6) and nine (9) years of age.
12. Engages in a federal firearm offense if the student is six (6) years of age or younger.
13. ***Engages in deadly conduct.***
14. ***Engages in vandalism to property when conduct is punishable as a felony criminal mischief.***

WITHIN 300 FEET. A student **must** be placed in a DAEP for any of the following misconduct while on or within 300 feet of school/district property, as measured from any point on the real property boundary line.

1. ***Commits aggravated assault, sexual assault, or aggravated sexual assault.***
2. ***Commits arson (see Glossary in the Parent Handbook).***

3. **Commits murder, capital murder, or criminal attempt to commit murder or capital murder.**
4. **Commits indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.**
5. **Commits a felony drug- or alcohol-related offense.**
6. **Uses, exhibits, or possesses a firearm (as defined by state law), a location-restricted knife, a club, or prohibited weapon, or possesses a firearm (as defined by federal law).**
7. **Continuous sexual abuse of a young child** or disabled individual.
8. 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 \(7\)](#).

OFF-CAMPUS. A student **must** be placed in DAEP for engaging in conduct punishable as aggravated robbery or a felony listed under [Title 5 of the Texas Penal Code](#) when the conduct occurs off school/district property and not at a school-sponsored or school-related event and:

1. The student receives deferred prosecution for a Title 5 (see Glossary in the Parent Handbook) felony offense.
2. A court or jury finds the student engaged in delinquent conduct for a Title 5 felony offense.
3. The administrator reasonably believes that the student engaged in a Title 5 felony offense.
4. **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.**

*Title 5 offenses against a person may include the following, but are not limited to:

1. Murder	9. Unlawful transport	16. Injury to a child, an elderly person, or a disabled person	21. Terroristic threat
2. Capital murder	10. Assault	17. Abandoning or endangering a child	22. Aiding a person to commit suicide
3. Manslaughter	11. Aggravated assault	18. Improper photography or visual recording	23. Harassment by a person in a correctional facility
4. Criminally negligent homicide	12. Sexual assault	19. Coercing, soliciting, or inducing gang membership	24. Continuous sexual abuse of a young child or children
5. Unlawful restraint	13. Aggravated sexual assault	20. Deadly Conduct	25. Tampering with a consumer product.
6. Kidnapping	14. Improper relationship between educator & student		
7. Aggravated kidnapping	15. Indecency with a child		
8. Trafficking of persons			

REGARDLESS OF LOCATION. A student **must** be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off school/district property:

1. **Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See Glossary in the Parent Handbook)**
2. Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property.
3. **Engages in conduct that contains the elements of assault under [Penal Code 22.01\(a\)\(1\)](#) against a school employee or volunteer.**
4. Is involved with a public school fraternity, sorority, secret society, or gang, including participating as a member or pledge, or soliciting another person to become a member or pledge.
5. **Is involved with a criminal street gang or encourages, solicits, recruits, enables, or causes another to become a member of a criminal street gang.**
6. **Engages in criminal mischief if punishable as a felony.**
7. Is a registered sex offender under court supervision, probation, community supervision, or parole.
8. **Breach of computer security.**
9. **Engages in conduct that contains the elements of one of the following offenses against another student, without regard to where the conduct occurs:**
 - a. **Aggravated assault.**
 - b. **Sexual assault.**
 - c. **Aggravated sexual assault.**
 - d. **Murder.**
 - e. **Capital murder.**
 - f. **Criminal attempt to commit murder or capital murder.**
 - g. **Aggravated robbery.**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault

- against another student on the same campus; and
- 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.

Section VI: Expulsion

PART A

Note: Students committing any of the offenses under Section VI shall receive consequences from the school administrator and may be processed (issued a citation, arrested, etc.) by the School Resource Officer (SRO) or the police department, as permitted by State Law.

REASONS FOR DISCRETIONARY EXPULSIONS

In deciding whether to expel a student, regardless of whether the action is mandatory or discretionary, the District shall take into consideration:

1. Self-defense (see Glossary in the Parent Handbook).
2. Intent or lack of intent at the time the student engaged in the conduct, **and**
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, or
6. A student's status as homeless.

A student **may** be expelled for engaging in documented serious misbehavior that violates the District's Student Code of Conduct, 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 [Texas Penal Code Section 1.07](#); or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under [Texas Penal Code Section 21.07](#);
 - b. Indecent exposure under [Texas Penal Code Section 21.08](#);
 - c. Criminal mischief under [Texas Penal Code Section 28.03](#);
 - d. Personal hazing under [Texas Penal Code Section 37.152](#); or
 - e. Harassment under [Texas Penal Code Section 42.07\(a\)\(1\)](#) of a student or District employee.

OFF-CAMPUS. A student **may** be expelled for engaging in the following misconduct while off school/district property and not in attendance at a school-sponsored or school-related activity:

Per the [Texas Education Code 37.0081](#), after an opportunity for a hearing before the Board or its designee, a student may be expelled if:

1. The student receives deferred prosecution for conduct defined as a felony offense in Title 5 of the Texas Penal Code;
2. The student has been found by a court of law to have engaged in delinquent conduct for conduct defined as a felony offense in Title 5 of the Texas Penal Code;
3. Is charged with engaging in conduct defined as a felony offense in Title 5, Penal Code;
4. Has been referred to a juvenile court for allegedly engaging in delinquent conduct under Section 54.03, Family Code, or for conduct defined as a felony offense in Title 5, Penal Code;
5. Has received probation or deferred adjudication for a felony offense under Title 5, Penal Code;
6. Has been convicted of a felony offense under Title 5, Penal Code; or
7. Has been arrested for or charged with a felony offense under Title 5, Penal Code.

The Board or the Board's designee must determine the student's presence in the classroom:

1. Threatens the safety of other students or teachers;
2. Shall be detrimental to the educational process; **or**

3. Is not in the best interest of the District's students.

A student's expulsion as a result of receiving deferred prosecution or delinquent conduct, as described above, may occur 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.

REGARDLESS OF LOCATION. A student **may** be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off school/district property.

1. Engages in conduct that contains the elements of assault under [Texas Penal Code Section 22.01\(a\)\(1\)](#) against an employee or a volunteer.
2. Engages in bullying that encourages a student to commit or attempt to commit suicide.
3. Incites violence against a student through group bullying.
4. Releases or threatens to release intimate visual material of a minor or a student who is eighteen years of age or older without the student's consent.

PART B
REASONS FOR
MANDATORY
EXPULSIONS

A student **must** be expelled for any of the following offenses if **committed on school/district property or while attending a school-sponsored or school-related activity on or off school/district property:**

1. 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.
Firearm under federal law includes:
 - a. Any weapon (including a starter gun), which shall or is designed to or which may readily be converted to expel a projectile by the action of an explosive.
 - b. The frame or receiver of any such weapon.
 - c. Any firearm muffler or firearm weapon.
 - d. Any destructive device, such as any explosive, incendiary, poison gas bomb, or grenade.
2. Use, exhibition, or possession of the following, under the Texas Penal Code:
 - a. A firearm (any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use), unless the use, exhibition, or possession of the firearm occurs at an off-campus approved target range facility 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.
 - b. A location-restricted knife, defined by Texas State Law as a knife with a blade over 5 ½ inches.
 - c. A club such as an instrument specially designed, made, or adapted to inflict serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.
 - d. A prohibited weapon, such as an explosive weapon, a machinegun, a short-barrel firearm, a firearm silencer, knuckles, armor-piercing ammunition, a chemical dispensing device, a zip gun, or a tire deflation device. (See Glossary in the Parent Handbook).
3. Behavior containing the elements of the following under the Texas Penal Code:
 - a. Aggravated assault, sexual assault, or aggravated sexual assault.
 - b. Arson.
 - c. Murder, capital murder, or criminal attempt to commit murder.
 - d. Indecency with a child.
 - e. Aggravated kidnapping.
 - f. Aggravated robbery.
 - g. Manslaughter.
 - h. Criminally negligent homicide.

- i. Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- j. Continuous sexual abuse of a young child or children.

REGARDLESS OF LOCATION. A student **must** be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off school/district property:

Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expellable offenses.

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.

1. Registered Sex Offenders

NOTIFICATION

Upon receiving notification under state law that a student is currently required to register as a sex offender, the administration 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. Shall 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 alternative placement, the District shall convene a committee, per 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 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.

2. CERTAIN FELONIES

CERTAIN FELONIES

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, per [Education Code 37.0081](#), a student **may** be expelled and placed in either DAEP or JJAEP if the Board or its designee makes certain findings and the following circumstances exist concerning aggravated robbery or a felony offense under Title 5 (see Glossary in the Parent Handbook) of the Texas Penal Code.

The student must have:

1. Received deferred prosecution for conduct defined as an aggravated robbery or a Title 5 felony offense;
2. Been found by a court or jury to have engaged in delinquent conduct for conduct defined as an aggravated robbery or a Title 5 felony offense;
3. Been charged with engaging in conduct defined as an aggravated robbery or a Title 5 felony offense;
4. Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as an aggravated robbery or a Title 5 felony offense; **or**
5. 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.

HEARINGS 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. Shall 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

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

REMOVAL TO A DAEP

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

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

Section VII: Procedures

DAEP Placement Procedures

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 per policy [FNG\(LOCAL\)](#). A copy of this policy may be obtained from the principal's office or the central administration office or through Policy On-Line at the following address:
<https://pol.tasb.org/Policy/Code/1248?filter=FNG>

APPEAL TO A DAEP PLACEMENT

Student or parent appeals regarding a student's placement in a DAEP should be addressed per policy [FNG\(LOCAL\)](#). A copy of this policy may be obtained from the principal's office or the central administration office or through Policy On-Line at the following address:
<https://pol.tasb.org/Policy/Code/1248?filter=FNG>.

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.

The student or the student's parent may appeal the superintendent's or designee's decision to the Board per policy [FOC\(LEGAL\)](#). The student may not be returned to the regular classroom pending the appeal.

MANDATORY FORMAL REMOVAL

A teacher **may** remove a student from class for an offense listed in Part A. A teacher **must** remove a student from class for offenses listed in Part B of this Section. The teacher shall write a Code of Conduct Violation Report if a student commits any of the behaviors in Section IV of the Code. Within three (3) school days of receiving the Student Code of Conduct violation report and removal of the student, the principal shall schedule a conference with the student's parent, teacher, and student.

REMOVAL BY CAMPUS ADMINISTRATOR

Removals to a DAEP shall be made by a campus administrator. An administrator **may** remove a student for offenses listed in Part A. An administrator **must** remove a student for offenses listed in Part B of this Section. The administrator shall decide on placement in the Disciplinary Alternative Education Program (DAEP) according to law and local policy. The campus administrator shall schedule a conference with the student's parent and the student within three (3) school days.

CONFERENCE

Until a conference can be held as a result of a DAEP offense, a formal teacher removal, or campus administrator removal, the campus administrator may suspend or place a student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- A Disciplinary Alternative Education Program in which the student must be separated from the other students for the entire school program day and shall be provided instruction in the core subjects. Counseling shall also be provided to the student.

At the conference, a campus administrator shall inform the student, orally or in writing, of the allegation against the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal, and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to contact the parent, the District may hold the conference and make a placement decision regardless of whether the student or the student's parent attends the conference.

MITIGATING FACTORS

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the administrator 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.

PLACEMENT ORDER

After the conference, if the student is placed in the DAEP, the appropriate administrator shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services 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 applicable).

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.

DAEP CAPACITY

If a DAEP is at capacity at the time of placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS and may be transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time of placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student must be returned to a DAEP for the remainder of the period.

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 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 duration of a student's placement in a DAEP shall be determined by the campus administrator.

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

For a day to count toward the DAEP assignment, the student must be present for the entire day, arrive on time, complete all assignments, follow all rules, and engage in no additional violations of the Student Code of Conduct.

The District shall administer the required pre-and post-assessments for students assigned to DAEP for 90 days or longer per 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:

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.

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 (1) 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 superintendent or superintendent'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 in the Parent Handbook) 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 superintendent or the superintendent's designee.

**RETURNING
STUDENT
TO
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.

**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 District 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 appropriate administrator 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 decide on a case-by-case basis whether to continue the placement of a student who enrolls in the District and was assigned to a DAEP in an open-enrollment charter school or another district, including a district in another state (if the behavior committed is a reason for DAEP placement in the receiving district). The District may place the student in the District's DAEP or a regular classroom setting.

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 if the extended placement is in the best interest of the student.

**EXTRA-
CURRICULAR
AND NON-
CURRICULAR
RESTRICTIONS**

Students placed in DAEP for any mandatory or discretionary reason are not allowed to attend or participate in school-sponsored or school-related extracurricular or co-curricular activities during the period of DAEP placement. This restriction applies until the student fulfills the DAEP assignment at this or another school district.

**TRANS-
PORTATION**

The District shall provide transportation to the DAEP for students in a Disciplinary Alternative Education Program. However, if a student placed in the DAEP violates District transportation rules, the student may be denied transportation provided by the District.

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.

**EMERGENCY
PLACEMENT**

A principal or a principal's designee can order an immediate DAEP placement of a student per [Section 37.019](#) of the Texas Education Code.

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

**TRANSITION
SERVICES**

Per law and District procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy [FOCA\(LEGAL\)](#) for more information.

**PARTICIPATING
IN
GRADUATION**

It is within the District's discretion to deny participation in the graduation ceremony or other related graduation activities if a student has met all the criteria for graduation and is pending a DAEP placement or is in a DAEP at the end of the school year.

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

Participation may 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, 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.

**DAEP
PLACEMENT
REVIEW**

The campus administrator will review a student's DAEP placement and academic status every 120 calendar days. In the case of a high school student, the student's progress toward graduation will be reviewed and a graduation plan will be established. At the review, the student or the parent/guardian will have an opportunity to present reasons for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

**COURT/
CRIMINAL
PROCEEDING**

A juvenile court shall notify the District if:

1. Prosecution of the student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication, or deferred prosecution shall be initiated; or
2. The court or jury found the student not guilty or concluded the student did not engage in delinquent conduct or conduct indicating a need for supervision and the case was dismissed.

Upon receipt of the official written notice from the juvenile court, the Board's designee shall review the student's placement in the DAEP. The student may not be returned to the regular classroom pending the review. The Board's designee shall schedule a review of the student's placement with

the student's parent or guardian no later than the third day after the Board's designee receives notice from the juvenile court.

After reviewing the notice and receiving information from the student's parent or guardian, the Board's designee may continue the student's placement in the DAEP 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.

Expulsion Procedures

EXPULSION HEARING

The following techniques and procedures apply to both **Mandatory Expulsion** and **Discretionary Expulsion**.

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 or his designee authority to conduct hearings and expel students.

After the due process hearing, 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 hearing officer 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 applicable).

HEARING REVIEW

A student expelled or removed to a DAEP by order of the Board's designee after the due process hearing may request that the Board review the expulsion or removal decision. The student or parent shall submit a written request to the Board's designee within ten (10) days from the date of the written decision of the designee. The Board's designee shall provide the requestor 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 due process hearing on the expulsion and may hear a statement from the student or parent and the Board's designee.

In the event of an appeal to the Board, the Board 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 after the presentation and after its deliberation.

LENGTH OF EXPULSION

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. The length of expulsion shall be correlated 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 (1) calendar year except as provided below:

An expulsion may not exceed one (1) year unless, after review, the District determines that:

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

State and federal law requires a student to be expelled from the regular classroom for at least one (1) calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent or other appropriate administrator may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion during one (1) school year may be expelled into the next school year to complete the term of expulsion.

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period 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 reenrolls 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 appropriate administrator 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 appropriate administrator or the Board may issue an additional disciplinary order as a result of those proceedings.

**ACADEMIC
CREDIT**

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
STUDENT**

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

**CONTINUATION
OF
OTHER
DISTRICT'S
EXPULSION
ORDER**

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 expellable 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 (1) 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.

**DAEP
PLACEMENT
OF EXPELLED
STUDENTS**

The District may provide educational services to an expelled student in a DAEP. 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.

**EMERGENCY
EXPULSION**

In an emergency, the principal or the principal's designee **may** order the immediate removal of a student when people or property is in imminent harm or for any reason for which expulsion may be made on a non-emergency basis.

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 (10) days after the date of the emergency expulsion, the student shall be given the appropriate due process required for a student facing expulsion. If emergency expulsion involves a student with disabilities who receives special education services, the term of the student's emergency expulsion is subject to the requirements of federal law.

**JUVENILE
JUSTICE
ALTERNATIVE
EDUCATION
PROGRAM
(JJAEP)
PLACEMENT**

The Board of Trustees has entered into an agreement with the county juvenile Board outlining the juvenile Board's responsibilities concerning the establishment and operation of the Juvenile Justice Alternative Education Program (JJAEP). Details of this relationship are defined in agreements.

Based on age appropriateness and the nature of the offense, a student may be expelled to a Juvenile Justice Alternative Education Program for six (6) weeks to one (1) calendar year.

**DRUG-FREE
NOTICE**

The District believes that student use of alcohol and illicit drugs is both wrong and harmful. Consequently, the District has established a code of Student Conduct that prohibits the use, sale, possession, and distribution of alcohol and illicit drugs by students on school premises, on a passenger vehicle of the District, or as part of any school activity, regardless of its location. Compliance with this Code of Conduct is mandatory, and students shall be disciplined and may be referred to legal authorities if they are found to have violated this Code of Conduct.

The District's policies and Student Code of Conduct provide a range of disciplinary sanctions for alcohol and drug-related offenses. Students may be referred to appropriate law enforcement officials for criminal prosecution. Procedural requirements for the imposition of suspension and expulsion are set out in the District's policies.

Depending on the nature and severity of a drug or alcohol-related offense, a student may be required to complete an appropriate rehabilitation program either in place of or in addition to other disciplinary sanctions. The principal or counselor can provide information about rehabilitation and re-entry programs available in the LISD community or within reasonable access to the LISD community.

**SEXUAL
ASSAULT
AND
CAMPUS
ASSIGNMENTS**

If a student has been convicted of continuous sexual abuse of a young child or disabled individual 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.

**PARENTAL
QUESTIONS,
CONCERNS,
OR APPEALS**

Questions from parents regarding disciplinary measures taken should be addressed to the teacher or campus administration, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed per policy [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: www.leanderisd.org. At the administrator's discretion, consequences shall not be deferred pending the outcome of a grievance.

END OF CODE OF CONDUCT

GLOSSARY

This section provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct and terms found in the Student Handbook.

ABUSABLE VOLATILE CHEMICALS are those substances as defined in Texas Health and Safety Code § 485.001.

ABUSE is improper or excessive use.

ACCELERATED INSTRUCTION is an intensive supplemental program designed to address the needs of an individual student in acquiring the knowledge and skills required at his or her grade level and/or as a result of a student not meeting the passing standard on a safe-mandated assessment.

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

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

ALCOHOLIC BEVERAGES are those substances as defined in Texas Alcoholic Beverage Code § 1.04.

ADMISSION, REVIEW, AND DISMISSAL (ARD) is the committee convened for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

AMERICAN COLLEGE TEST (ACT) refers to one of the two (2) most frequently used college or university admissions exams: the American College Test. The test may be a requirement for admission to certain colleges or universities.

ARMOR-PIERCING AMMUNITION is defined by Penal Code 46.01 as handgun ammunition that is designed primarily to penetrate metal or body armor and to be used primarily in pistols and revolvers or other firearms.

ARSON is defined in part by Penal Code 28.02 as

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

ASSAULT is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing

bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

ATTENDANCE REVIEW COMMITTEE is sometimes responsible for reviewing a student's absences when the student's attendance drops below 90 percent of the days the class is offered. Under guidelines adopted by the Board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit lost because of absences.
BODILY INJURY any damage to a person's physical condition including pain or illness.

BREACH OF COMPUTER SECURITY includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Texas 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. Affects 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. **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 the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, social media application, an Internet website, or any other Internet-based communication tool.

The State Law on Bullying Prevention applies to:

1. Bullying that occurs on or is delivered to school property or 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 to dispense 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 an instrument specially designed, made, or adapted to inflict 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, 1-B, 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 tetrahydrocannabinol (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, social media application, an Internet website, or any other Internet-based communication tool.

DISTRICT ALTERNATIVE EDUCATION PROGRAM (DAEP) stands for a disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

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 or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. 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 has a delivery mechanism that is designed, made, or adapted to inflict 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.

END OF COURSE (EOC) assessments are state-mandated end-of-course tests and are part of the STAAR program. Successful performance on EOC assessments will be required for graduation beginning with students in grade 9 during the 2011- 2012 school year. These exams will be given in English I, English II, English III, Algebra I, Geometry, Algebra II, Biology, Chemistry, Physics, World Geography, World History, and United States History.

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 another 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.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

FIGHTING is two or more persons engaged in any mutual violent or physically aggressive contact toward each other such as scuffling, pushing, shoving, or hitting.

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

1. Any weapon, including a starter gun, that shall, 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 silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

FIREARM (State Law) is any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

GANG is an organization, combination, or association of persons composed wholly or in part of students that:

1. Seeks to perpetuate itself by taking in additional members based on the decision of the membership rather than on the free choice of the individual, **or**
2. That engages in illegal and/or violent activities. In identifying gangs and associated gang attire, signs, or symbols, the District shall consult with law enforcement authorities.

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.

HARASSMENT includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL); **or**
2. Conduct that threatens to cause harm or bodily injury to another student, is sexually intimidating, causes physical damage to the property of another student, subjects another student to physical confinement or restraint, or maliciously and substantially harms another student's physical or emotional health or safety as defined in Section 37.001(b)(2) of the Education Code; or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person, or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.
 - h. Publishing on an internet website, including a social media platform, repeated electronic

communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person unless the communications are made in connection with a matter of public concern, as defined by law; or

- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

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, that endangers the mental or physical health or safety of a student directed against a student to pledge, 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.

IN-SCHOOL SUSPENSION (ISS) refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

INDIVIDUALIZED EDUCATION PROGRAM (IEP) is the written record of the individualized education program prepared by the ARD committee for a student with disabilities who is eligible for special education services. The IEP contains several parts, such as a statement of the student's present educational performance; a statement of measurable annual goals, with short-term objectives; the special education and related services and supplemental aids and services to be provided, and program modifications or support by school personnel; a statement regarding how the student's progress will be measured and how the parents will be kept informed; accommodations for state or Districtwide tests; whether successful completion of state-mandated assessments is required for graduation, etc.

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, videotape, 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.

INTENT is the design, resolve, or determination with which a person acts. Since intent is a state of mind, it is ordinarily proved through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause the result, an awareness that the conduct is reasonably certain to cause the result, or disregard of a substantial and justifiable risk when there is an awareness that the circumstances exist, or the result shall occur.

KNIFE is a bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing.

KNUCKLES is 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.

LINGUISTICALLY ACCOMMODATED TEST (LAT) stands for linguistically accommodated testing, which is an assessment process for recent immigrant English language learners who are required to be assessed in certain grades and subjects under the NCLB Act.

LOCATION-RESTRICTED KNIFE is defined by Texas Penal Code 46.01 as a knife with a blade over five and one-half inches.

LOOK ALIKE WEAPON is an item that looks like 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 authority.

PARAPHERNALIA is any article or device used or intended for use to inject, ingest, inhale, or otherwise introduce marijuana, a controlled substance, dangerous drug, or alcohol into the human body, including but not limited to roach clips, rolling papers, needles, baggies with residue, razor blades, or pipes.

PERSONAL GRADUATION PLAN (PGP) stands for Personal Graduation Plan, which is recommended for all students entering grade 9 and is required by state law for any student in middle school or higher who fails a section on a state-mandated test or is identified by the District as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

POSSESSION means to have an item on one's person or 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 other school property used by the student, including but not limited to a locker or desk.

PROHIBITED WEAPONS under Penal Code 46.05(a) means:

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

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, deviant 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 a 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 accepted by 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.

RETALIATION is harming or threatening to harm another: (1) on account of their service as a District employee or volunteer, (2) to prevent or delay another's service to the District, or (3) because the person intends to report a crime.

SCHOLASTIC APTITUDE TEST (SAT) refers to one of the two (2 most frequently used college or university admissions exams: The Scholastic Aptitude Test. The test may be a requirement for admission to certain colleges or universities.

SCHOOL HEALTH ADVISORY COUNCIL (SHAC) is a group of at least five (5) members, a majority of whom must be parents, appointed by the school Board to assist the District in ensuring that local community values and health issues are reflected in the District's health education instruction.

SECTION 504 is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

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. To claim self-defense, the student must (1) be without fault in provoking the encounter and not act as the aggressor, and (2) use the minimum force required to remove himself or herself from immediate danger of harm. Actions that escalate or continue the encounter shall not be considered self-defense. Interactions before the encounter shall also be considered.

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:
 - i. Public lewdness under Penal Code 21.07;
 - ii. Indecent exposure under Penal Code 21.08;
 - iii. Criminal mischief under Penal Code 28.03;
 - iv. Hazing under Education Code 37.152; or
 - v. Harassment under Penal Code 42.07(a)(1), of a student or district employee.

SERIOUS OR PERSISTENT MISBEHAVIOR includes but is not limited to:

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

SEX OFFENDER is a student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who:

1. Is no longer required to register as a sex offender under Chapter 62,
2. Is exempt from registering as a sex offender under Chapter 62, **or**
3. Receives an early termination of the obligation to register as a sex offender under Chapter 62.

SEXTING is creating an offense for electronic transmission of visual material depicting a minor (any student under the age of 17).

SEXUAL HARASSMENT is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is so severe, persistent, or pervasive that it has the purpose or effect

of unreasonably interfering with a student's performance, creates an intimidating, hostile, or offensive educational environment; affects a student's ability to participate in or benefit from an educational program or activity; otherwise adversely affects the student's educational opportunities, or is prohibited by District policy FFH or FNC.

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.

STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS (STAAR) is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments, effective beginning with certain students for the 2011-2012 school year.

STAAR Alternate is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services who meet the participation requirements, as determined by the student's ARD committee.

STAAR Modified is an alternative state-mandated assessment based on modified achievement standards that are administered to eligible students receiving special education services, as determined by the student's ARD committee.

STAAR Linguistically Accommodated (STAAR L) is an alternative state-mandated assessment with linguistic accommodations designed for certain recent immigrant English language learners.

STATE-MANDATED ASSESSMENTS are required of students at certain grade levels and in specified subjects. Successful performance sometimes is a condition of promotion and passing the grade 11 exit-level test or end-of-course assessment, when applicable, is a condition of graduation. Students have multiple opportunities to take the tests if necessary, for promotion or graduation.

STUDENT CODE OF CONDUCT is developed with the advice of the District-level committee and adopted by the Board and identifies the circumstances, consistent with law, when a student may be removed from the classroom or campus. It also sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP. It outlines conditions for out-of-school suspension and expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

SWITCHBLADE is any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or other device located on the handle or opens or releases a blade from the handle or sheath by the force of gravity or centrifugal force. It does not include a knife that has a spring, detent, or another mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife (also known as one-handed openers or assisted openers).

TELECOMMUNICATIONS DEVICE is any type of device that:

1. Emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or
2. Permits the recording, transmission, and/or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. It does not include an amateur radio under the control of someone with an amateur radio license.

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 another form of conveyance; or another public place;
4. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply, or other public services;
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).

TEXAS ENGLISH LANGUAGE PROFICIENCY ASSESSMENT SYSTEM (TELPAS) assesses the progress that English language learners make in learning the English language and is administered to those who meet the participation requirements in kindergarten-grade 12.

TEXAS VIRTUAL SCHOOL NETWORK (TxVSN), which provides online courses for Texas students to supplement the instructional programs of public school districts. Courses are taught by qualified instructors, and courses are equivalent in rigor and scope to a course taught in a traditional classroom setting.

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 disabled individual 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.

UNDER THE INFLUENCE is when in an employee's professional judgment, the student does not have the normal use of mental or physical faculties likely attributable to the student's use of a prohibited substance. Such impairment may be evidenced by the symptoms typically associated with drug or alcohol use or other abnormal or erratic behavior or by the student's admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

UNIVERSITY INTERSCHOLASTIC LEAGUE(UIL) is a statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

USE means concerning substances, voluntarily injecting, ingesting, inhaling, or otherwise introducing a prohibited substance into the body. Concerning objects or devices, putting into action or service or carrying out an action or purpose with the object or device.

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.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Discussion of LISD Strategic Plan
Purpose: Discussion Item/Report Only Action Requested
Administrator Responsible: Sarah Grissom Ed.D., Deputy Superintendent of Administrative Services & Strategic Planning
Attachments: Discussion of LISD Strategic Plan Presentation
Paint Done by May 2027 Atch 1
Goal 1 Feedback (*Uploaded in BoardBook 08-12-24*)
Goal 2 Feedback (*Uploaded in BoardBook 08-12-24*)
Goal 3 Feedback (*Uploaded in BoardBook 08-12-24*)
Goal 4 Feedback (*Uploaded in BoardBook 08-12-24*)
Goal 5 Feedback (*Uploaded in BoardBook 08-12-24*)

Background Information:

The LISD 5-year strategic plan was adopted in February 2022. As we finish up year two of work related to the strategic plan, administration has been engaged in a process to further clarify the evidence that will be used to measure goal attainment by May 2027. This clarity is referred to as Paint Done by May 2027. During tonight's presentation, administration is seeking input from the Board of Trustees regarding Paint Done by May 2027 to ensure alignment of expectations.

Administrative Recommendation:

N/A

Sample Motion:

N/A



Discussion of LISD Strategic Plan

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August 8, 2024

Sarah Grissom, Ed.D.
Deputy Superintendent of Administrative
Services & Strategic Planning

Purpose

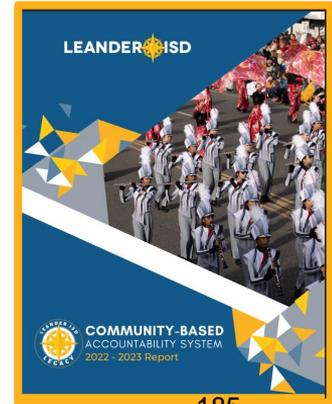
The purpose of tonight's presentation is to get input from the Board of Trustees as we further clarify the evidence that will be used to measure goal attainment as noted in¹⁸⁴ the 5-Year LISD Strategic Plan by May 2027.

System Alignment



LISD 5-Year Strategic Plan

Community-Based Accountability



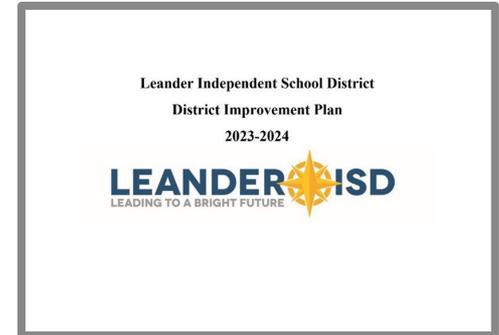
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Board Evaluation

District & Campus Improvement Plans

Superintendent Evaluation



STRATEGIC FOCUS AREAS AND GOALS

EMPOWERED STUDENT LEARNING



Empower students through meaningful learning experiences to optimize growth and embody the Leander ISD Graduate Profile.

EMPOWERED STAFF



Attract, grow, and retain a collaborative community of first-rate employees who are empowered to meet the needs of each and every student.

IMPACTFUL FAMILY ENGAGEMENT



Engage our diverse community by fostering positive relationships through reciprocal communication and collaboration.

EQUITABLE ACCESS



Ensure equitable access to opportunities by eliminating barriers for each and every student.

SAFE & INNOVATIVE LEARNING ENVIRONMENTS



Provide safe, supportive, inclusive, and innovative environments to inspire each individual learner.

Paint Done

From Dare to Lead™, Paint Done is:

- *Not just assigning a task, but explaining the reason— clarifying how the end product will be used.
- *Providing color and context—the purpose, not just the mechanics.
- *Sharing the reason for a task helps uncover stealth expectations and stealth intentions, cultivates commitment and contribution, and facilitates growth and learning.



By May of 2027...

Empowered Student Learning

System Response	"Paint Done" By May of 2027...
<p>1.1 Create and support a culture of deeper learning for all staff and students, so they achieve the attributes in the LISD Graduate Profile.</p>	<ul style="list-style-type: none">● All staff can articulate the meaning of deeper learning, how their work supports it, and how deeper learning supports the realization of the graduate profile.<ul style="list-style-type: none">○ All staff engage in the PLC processes to develop learning environments and lessons that lead to deeper learning experiences for students.○ All campus and district leaders are able to effectively support and lead deeper learning implementation through a culture of coaching and professional learning communities.○ All campus and district leaders utilize collaboratively developed common classroom look-for documents to measure the implementation of deeper learning strategies and experiences for students.<ul style="list-style-type: none">○ The district's deeper learning definition aligns with the LISD Graduate Profile. (1.3)● All students engage in deeper learning experiences in core content areas as defined by the LISD core content deeper learning one-pagers.● All staff understand and engage in the PLC process focused on deeper learning and student ownership of learning.<ul style="list-style-type: none">○ Every campus grade level or content/course has a designated and effective PLC lead.○ All staff apply their learning around the PLC process.○ Central office staff utilize their knowledge and understanding of PLCs to engage in their work in addition to supporting campus leadership and teachers in the work of a Professional Learning Community.

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Board Member Input on Paint Done

<p>Agree With</p>	<p>Argue With</p>
<p>Ask About</p>	

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Next Steps 190

Strategic Plan “Paint Done”

April/May 2024

Goal 1: EMPOWERED STUDENT LEARNING



Empower students through meaningful learning experiences to optimize growth and embody the LISD Graduate Profile.

Impact/ Benefit: Students will have agency over their learning, build a growth-centered mindset, and feel empowered to pursue their dreams.

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System Response	“Paint Done” By May of 2027....
<p>1.1 Create and support a culture of deeper learning for all staff and students, so they achieve the attributes in the LISD Graduate Profile.</p>	<ul style="list-style-type: none"> ● All staff can articulate the meaning of deeper learning, how their work supports it, and how deeper learning supports the realization of the graduate profile. <ul style="list-style-type: none"> ○ All staff engage in the PLC processes to develop learning environments and lessons that lead to deeper learning experiences for students. ○ All campus and district leaders are able to effectively support and lead deeper learning implementation through a culture of coaching and professional learning communities. ○ All campus and district leaders utilize collaboratively developed common classroom look-for documents to measure the implementation of deeper learning strategies and experiences for students. ○ The district's deeper learning definition aligns with the LISD Graduate Profile. (1.3) ● All students engage in deeper learning experiences in core content areas as defined by the LISD core content deeper learning one-pagers. ● All staff understand and engage in the PLC process focused on deeper learning and student ownership of learning. <ul style="list-style-type: none"> ○ Every campus grade level or content/course has a designated and effective PLC lead. ○ All staff apply their learning around the PLC process. ○ Central office staff utilize their knowledge and understanding of PLCs to engage in their work in addition to supporting campus leadership and teachers in the work of a Professional Learning Community.
<p>1.2 Expand Student Ownership of Learning to Facilitate Acquisition of the LISD Graduate Profile</p>	<ul style="list-style-type: none"> ● All students develop learner portfolios that include: <ul style="list-style-type: none"> ○ Learner profiles incorporating student, staff, and parent input that reflects the students' strengths, areas for growth, passions, and interests. ○ Individual goal setting, tracking of standards mastery, and monitoring of academic growth utilizing data tools. ○ Progress on Graduate Profile “I can” statements is maintained by students as part of the student portfolios, and progress is celebrated through exhibitions of learning. (1.3)

	<ul style="list-style-type: none"> ○ Gamification (user-friendly process) of progress toward the graduate profile is established and is available to be flexibly used at all campuses. (1.3) ○ Eight-year plans developed in collaboration with parents starting in 5th grade and revisiting in grades 8 and 9. ○ Evidence of learning is housed in a comprehensive data warehouse that <ul style="list-style-type: none"> ■ includes a student dashboard. ■ Is easy to use for students, staff, and parents. ■ Is portable and grows with the student throughout their education in LISD. ■ Provides students the flexibility to organize and manage their evidence of learning so they can access all evidence, curated evidence, and evidence to use in a defense of learning or exhibition ● Student portfolios are utilized in iterative cycles to support exhibitions of learning such as weekly learner reports, student-led conferences, gateway conferences, senior exhibitions, etc, where: <ul style="list-style-type: none"> ○ students demonstrate their learning, strengths, areas for improvement, and progress toward goals, passions, and interests. ○ make modifications to their learning plans through reflection, and explain their reasoning.
<p>4.3 1.3 Has been included in 1.1 and 1.2 in BLUE</p>	<ul style="list-style-type: none"> ● District definition of deeper learning is aligned to the LISD Graduate Profile. ● Progress on Graduate Profile “I can” statements is maintained by students as part of the student portfolios and progress is celebrated through exhibitions of learning. ● Gamification of progress toward the Graduate Profile is established and available to be flexibly used at all campuses. <p>1.3 Has been included in 1.1 and 1.2 in BLUE</p>

Goal 2 - EMPOWERED STAFF



Attract, grow, and retain a collaborative community of world-class employees who are empowered to meet the needs of each and every student.

Impact/ Benefit: Students and staff leverage impactful relationships and high-quality learning experiences to inspire curiosity, interests, and passions.

System Response	"Paint Done" By May of 2027...
2.1 Expand and enrich recruitment and retention efforts	<ul style="list-style-type: none"> ● Reports from campus and department leadership show a high level of confidence in staff and support for getting those staff in place. <ul style="list-style-type: none"> ○ Decrease in turnover of staff district-wide ○ Increase diversity of staff to mirror our students ○ Increase in response rate of UT survey ○ Increase in UT scores overall Job Satisfaction ○ Increase the fill rate of teacher positions at the start of school
2.2- Improve professional learning opportunities	<ul style="list-style-type: none"> ● High level of PLC implementation at all levels of the organization, as measured by the PLC Strategy Implementation Guide ● District-wide PL Plan to support the achievement of Empowered Student Learning (Goal 1) ● LISD's professional learning systems and structures foster <ul style="list-style-type: none"> ○ adult ownership of learning ○ differentiation and autonomy ○ role-specific practices that support deeper learning and student ownership of learning, ○ job-embedded, peer-to-peer professional learning ● LISD staff experience a coaching culture at all levels of the organization ● Leaders at all levels of the organization effectively facilitate adult learning and coaching ● Ensure that the LEADS cycle is implemented with fidelity to maintain consistency and fairness in evaluating staff performance.
2.3 Improve recognition and support for LISD staff	<ul style="list-style-type: none"> ● Reports from staff that they feel recognized and supported. <ul style="list-style-type: none"> ○ Maintain market competitiveness in both compensation and benefits for all staff. <ul style="list-style-type: none"> ■ Explore performance pay programs. ● Implementation of master-level teacher program or other program to keep master teachers in the classroom for example: <ul style="list-style-type: none"> ○ TIA exploration ○ PLC Lead - Growing teacher leaders

- National Board Certification supports

Goal 3- IMPACTFUL FAMILY ENGAGEMENT



Engage our diverse community by fostering positive relationships through reciprocal communication and collaboration.

Impact/ Benefit: Students will experience support for academic and social-emotional success through strong school, family, and community partnerships.

System Response	"Paint Done" By May of 2027....
3.1 Refine systems to improve trust within LISD	<ul style="list-style-type: none"> By May 2027, Leander ISD will transform community ownership of learning by implementing a structured communication cadence to address long-range planning, fostering student ownership, and an upcoming bond measure to support an environment of trust, mutual respect, and shared responsibility, as evidenced by a calendar of engagement events and efforts.
3.2 Strengthen partnership opportunities	<ul style="list-style-type: none"> By May 2027, Leander ISD will significantly enhance awareness of its community partnerships, integrating volunteer and community engagement opportunities known as "Legacy" through engagement opportunities such as Leadership LISD, DWEIC, PTA partnerships, district committees, site-based committees, and long-range planning initiatives. These initiatives aim to benefit the community and students through a robust network of resources and involvement avenues.
3.3 Improve reciprocal communication	<ul style="list-style-type: none"> By May 2027, 100% of campus and district departments will have clear processes to engage families in events, volunteer opportunities, and other forms of reciprocal communication.

Goal 4: EQUITABLE ACCESS



Ensure equitable access to opportunities by eliminating barriers for each and every student.

Impact/ Benefit: Each and every student will have opportunities to actively participate in their learning and grow to become the best version of themselves.

System Response	"Paint Done" By May of 2027....
<p>4.1 Promote shared understanding. <i>(Develop and promote a shared understanding of equitable access.)</i></p>	<ul style="list-style-type: none"> ● 90% of all staff respondents will consistently achieve an 8 out of 10 on the cultural competency survey in 90% of the domains included in the survey. ● 90% of existing LISD staff will have engaged in 2 hours of cultural competency education, and the results of the annual cultural competency survey will demonstrate the efficacy of this practice. ● 75% percent of parent/guardian respondents will understand what equitable access is and how LISD is ensuring it using annual parent educational access survey results.
<p>4.2 Create and implement processes to identify and eliminate barriers to equitable access. <i>(Create and implement processes to identify and eliminate barriers to equitable access to high-quality programs and resources in LISD)</i></p>	<ul style="list-style-type: none"> ● 100% equity access data points will achieve parity with LISD averages. Parity will be defined as being within 3-5 percentage points of the average if currently below it. Achieving this degree of parity will increase educational access for ALL student groups. ● A positive trend in survey response to "My campus actively seeks to identify and remove barriers to accessing academic and extra-curricular opportunities for diverse students" (Baseline Fall 2022) ● 100% of secondary campuses will conduct an internal master schedule audit to identify potential barriers to access. ● 100% percent of LISD campuses will have a goal related to equitable access to data in their CIP. ● 100% of LISD Executive members will have an equitable access goal as part of their annual evaluation cycle.
<p>4.3 Promote equity in access to resources. <i>(Promote equity in access to resources including technology tools and digital resources)</i></p>	<ul style="list-style-type: none"> ● 90% of all LISD enrollment documents and district-wide communications will consistently be translated and offered in the three most prominent languages within LISD based on home language surveys.

Goal 5 - SAFE AND INNOVATIVE LEARNING ENVIRONMENTS



Provide safe, supportive, inclusive, and innovative environments to inspire each individual learner.

Impact/ Benefit: Students will feel valued and inspired to embrace challenges, take risks, advocate for their learning, and leverage their strengths as they grow and contribute to their community.

System Response	"Paint Done" By May of 2027....
5.1 Refine Long-range Facilities planning	<ul style="list-style-type: none"> ● Developed, written, and consistent processes implemented by the long-range planning committee to ensure fiscally responsible utilization and modernization of existing and new facilities and optimize facility use to support deeper learning. ● Technology hardware and software are optimized to meet the needs of students and staff, including established review processes to meet evolving trends as reported in the annual staff and student survey data.
5.2 Elevate student voice.	<ul style="list-style-type: none"> ● The Superintendent's Student Advisory Committee and campus student advisory committees use student voice to make campus and district decisions. ● Established protocols and routines targeting issues related to inclusion, acceptance, and safety so that they are identified and addressed.
5.3 Implement flexible structures and strategies that promote deeper learning.	<ul style="list-style-type: none"> ● Learning spaces are designed and equipped to support deeper learning.
5.4 Support inclusive and safe spaces for all students.	<ul style="list-style-type: none"> ● Students and staff report feeling safe at school as measured by positive increases in the annual staff and student survey. ● Every campus will engage in required campus/district safety protocols and routines as measured by after-action reviews and documentation of required safety standards. ● Staff and students will be trained on cybersecurity best practices annually. ● By 2027, all 2021 and 2023 bond projects for technology, safety, and security will be complete with training and communication.

Goal 1: EMPOWERED STUDENT LEARNING



Empower students through meaningful learning experiences to optimize growth and embody the LISD Graduate Profile.

Impact/ Benefit: Students will have agency over their learning, build a growth-centered mindset, and feel empowered to pursue their dreams.

System Response	"Paint Done" By May of 2027...
1.1 Create and support a culture of deeper learning for all staff and students, so they achieve the attributes in the LISD Graduate Profile.	<ul style="list-style-type: none"> All staff can articulate the meaning of deeper learning, how their work supports it, and how deeper learning supports the realization of the graduate profile. <ul style="list-style-type: none"> All staff engage in the PLC processes to develop learning environments and lessons that lead to deeper learning experiences for students. All campus and district leaders are able to effectively support and lead deeper learning implementation through a culture of coaching and professional learning communities. All campus and district leaders utilize collaboratively developed common classroom look-for documents to measure the implementation of deeper learning strategies and experiences for students. The district's deeper learning definition aligns with the LISD Graduate Profile. (1.3) All students engage in deeper learning experiences in core content areas as defined by the LISD core content deeper learning one-pagers. All staff understand and engage in the PLC process focused on deeper learning and student ownership of learning. <ul style="list-style-type: none"> Every campus grade level or content/course has a designated and effective PLC lead. All staff apply their learning around the PLC process. Central office staff utilize their knowledge and understanding of PLCs to engage in their work in addition to supporting campus leadership and teachers in the work of a Professional Learning Community.
1.2 Expand Student Ownership of Learning to Facilitate Acquisition of the LISD Graduate Profile	<ul style="list-style-type: none"> All students develop learner portfolios that include: <ul style="list-style-type: none"> Learner profiles incorporating student, staff, and parent input that reflects the students' strengths, areas for growth, passions, and interests. Individual goal setting, tracking of standards mastery, and monitoring of academic growth utilizing data tools. Progress on Graduate Profile "I can" statements is maintained by students as part of the student portfolios, and progress is celebrated through exhibitions of learning. (1.3) Gamification (user-friendly process) of progress toward the graduate profile is established and is available to be flexibly used at all campuses. (1.3) Eight-year <u>plans development</u> in collaboration with parents starting in 5th grade and revisiting in grades 8 and 9. Evidence of learning is housed in a comprehensive data warehouse that <ul style="list-style-type: none"> Includes a student dashboard. Is easy to use for students, staff, and parents. Is portable and grows with the student throughout their education in LISD. Provides students the flexibility to organize and manage their evidence of learning so they can access all evidence, curated evidence, and evidence to use in a defense of learning or exhibition Student portfolios are utilized in iterative cycles to support exhibitions of learning such as weekly learner reports, student-led conferences, gateway conferences, senior exhibitions, etc. where: <ul style="list-style-type: none"> students demonstrate their learning, strengths, areas for improvement, and progress toward goals, passions, and interests make modifications to their learning plans through reflection, and explain their reasoning.
1.3 Has been included in 1.1 and 1.2 in BLUE	<ul style="list-style-type: none"> District definition of deeper learning is aligned to the LISD Graduate Profile. Progress on Graduate Profile "I can" statements is maintained by students as part of the student portfolios and progress is celebrated through exhibitions of learning. Gamification of progress toward the Graduate Profile is established and available to be flexibly used at all campuses. <p>1.3 Has been included in 1.1 and 1.2 in BLUE</p>

Agree With

• GProfile Change to include more measurable/achievable goals for all learners.

• engage in deeper learning in core content areas

• iterative student portfolios

Love portfolios

Argue With

PLC process

1.1 - Student experience not consistent across the district

1.2 - Student profiles are not consistent across the district

Add 1.3 - students have relevant learning opps + meaning - A.J. Julian:

Ask About

→ how do we balance the "deep" learning VS. broad-not deep of curriculum/testing

PLC process → are all being trained or just some (I've heard wonderful things about the PLC training - want all to get it)

How can portfolio process be expanded district-wide while continuing campus autonomy?

1.2 Transitions are chaotic → how do we scaffold across all grades

Goal 2 - EMPOWERED STAFF

Attract, grow, and retain a collaborative community of world-class employees who are empowered to meet the needs of each and every student.



Impact/ Benefit: Students and staff leverage impactful relationships and high-quality learning experiences to inspire curiosity, interests, and passions.

System Response	"Paint Done" By May of 2027....
2.1 Expand and enrich recruitment and retention efforts	<ul style="list-style-type: none">• Reports from campus and department leadership show a high level of confidence in staff and support for getting those staff in place.<ul style="list-style-type: none">◦ Decrease in turnover of staff district-wide◦ Increase diversity of staff to mirror our students◦ Increase in response rate of UT survey◦ Increase in UT scores overall Job Satisfaction◦ Increase the fill rate of teacher positions at the start of school
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Agree With

- yes we should decrease the staff turnover

- Agree with all

* Given the state of staffing around the district, we are doing well *

2.3 Growing Our Own is successful + improving

2.1 - Positive decrease of turnover

Argue With

~~2.3 TIA~~

2.1 Need SMART Goals

Ask About

How can we improve market competitiveness in areas of SPED, fine arts, + ESL + Mentors?

TIA Exploration - include ALL teachers/staff

Does PLC include support staff?

Goal 3- IMPACTFUL FAMILY ENGAGEMENT



Engage our diverse community by fostering positive relationships through reciprocal communication and collaboration.

Impact/ Benefit: Students will experience support for academic and social-emotional success through strong school, family, and community partnerships.

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3.3 Improve reciprocal communication	<ul style="list-style-type: none">By May 2027, 100% of campus and district departments will have clear processes to engage families in events, volunteer opportunities, and other forms of reciprocal communication.

Agree With

- I Agree with what you want to do By 2027.

Argue With

3.2 Why does Paint Done say only awareness instead of strengthen?

Ask About

How do we strengthen mentorship program?

How do we SMART Goal 3.2?

How can we better strengthen committees so they feel empowered

How do we improve & expand partnerships w/ PTA (PTO)?

Follow up & tracking for dist committees?

Goal 4: EQUITABLE ACCESS



Ensure equitable access to opportunities by eliminating barriers for each and every student.

Impact/ Benefit: Each and every student will have opportunities to actively participate in their learning and grow to become the best version of themselves.

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Agree With

Love the dashboards so that admin teams can see where work needs to be done.

Argue With

4.1 → Not including BOT w/ Cultural competency PD

Ask About

What is 3rd /ans → why did you choose 3rd one? Why not all?

How does this work w/ SPED documents?

4.3 - How will this be paid for?

→ offering same level of rigor/choice across district

4.2 - How will equity goals be achieved across the district? Who's driving the work?

Goal 5 - SAFE AND INNOVATIVE LEARNING ENVIRONMENTS



Provide safe, supportive, inclusive, and innovative environments to inspire each individual learner.

Impact/ Benefit: Students will feel valued and inspired to embrace challenges, take risks, advocate for their learning, and leverage their strengths as they grow and contribute to their community.

System Response	"Paint Done" By May of 2027...
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5.2 Elevate student voice.	<ul style="list-style-type: none"> The Superintendent's Student Advisory Committee and campus student advisory committees use student voice to make campus and district decisions. Established protocols and routines targeting issues related to inclusion, acceptance, and safety so that they are identified and addressed.
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Agree With

- 5.1 - Technology progress
- improvement of rezoning processes
- 5.4 - Technology standard improvement
- IT dept having more of a voice
- 5.2 - SSAC is amazing - pls continue to follow progress

Argue With

- 5.1 - no clear direction; crute doesn't feel heard after last meeting
- 5.4 - Elopement procedures not consistent
- 5.4 - Secondary + marginalized students are struggling
- 5.4 - LGBTQIA+ students + staff are not being heard + feel unsafe
- 5.4 Include bullying, ^{substance misuse} emotional mental health support, ^{raping} fentanyl drugs, online hygiene
- 5.2 SSAC does not "make" district decisions, they inform. We need a dashboard of their needs.

Ask About

- 5.3 - Why is learning space design not more consistent?
- 5.3 Will we provide district guidelines? How does this look?
Compared w/ current state of almost complete campus autonomy.

PD → be sure we are building relationships!

How are we including/building our PD into goal 5?

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Discussion of 2024-25 Board Member Representation on Board and District Administrative Committees

Purpose: Discussion Item/Report Only Action Requested

Administrator Responsible: Bruce Gearing, Ed.D., Superintendent

Attachments: 2024-25 Board Member Representation on Board and District Administrative Committees List (*Uploaded in BoardBook 08-05-24*)

Background Information:

Board Members were asked to communicate their 2024-25 committee interest to the Superintendent’s Office as part of the Board’s annual review of Board committee members. The 2024-25 committee list being discussed tonight includes feedback received from Board Members.

Administrative Recommendation:

N/A

Sample Motion:

N/A

**Board Member Representation on Board and District Administrative Committees
2024-25**

- **Audit Committee**
 - Chair: Sade Fashokun
 - Representatives: Gloria Gonzales-Dholakia and Anna Smith
- **Board Operating Procedures Review Committee**
 - Chair: Anna Smith
 - Representative: Trish Bode and Francesca Romans
- **Legislative Priorities Committee**
 - Chair: Trish Bode
 - Representatives: Gloria Gonzales-Dholakia and Anna Smith
- **Policy Review Committee**
 - Chair: Trish Bode
 - Board Representatives: Sade Fashokun and Francesca Romans
- **Community-Based Accountability System Committee:**
 - Administrators Responsible: Brenda Cruz
 - Board Representatives: Christine Mauer and Anna Smith
- **Community Curriculum Advisory Committee (CCAC)**
 - Administrator Responsible: Chris Clark
 - Board Representatives: Gloria Gonzales-Dholakia and Francesca Romans
- **Educational Access Ambassadors Committee:**
 - Administrator Responsible: DeWayne Street
 - Board Representatives: Gloria Gonzales-Dholakia, Sade Fashokun, and Christine Mauer
- **School Health Advisory Committee (SHAC)**
 - Administrator Responsible: Kimberly Waltmon
 - Board Representatives: Francesca Romans and Christine Mauer
- **School Safety and Security Committee**
 - Administrator Responsible: Bryan Miller
 - Board Representatives: Gloria Gonzales-Dholakia, Trish Bode, and Sade Fashokun
- **Long Range Planning Committee**
 - Administrator: Sarah Grissom
 - Board Representatives: Trish Bode, Anna Smith, and Sade Fashokun

Non-LISD committees/boards on which LISD Board members represent the District:

- The City of Austin Regional Affordability Committee: Sade Fashokun
- The City of Cedar Park Key 6: LISD Board President
- The City of Leander Key 6: LISD Board President
- LEEF Board Ex-Officio Director: Francesca Romans

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item:	Discussion of Board Self-Assessment Based on State Board of Education Framework for School Board Development
Purpose:	<input checked="" type="checkbox"/> Discussion Item/Report Only <input type="checkbox"/> Action Requested
Administrator Responsible:	Sarah Grissom, Ed.D., Deputy Superintendent of Administrative Services & Strategic Planning
Attachments:	Discussion of Board Self-Assessment Based on State Board of Education Framework for School Board Development Presentation Board Self-Assessment Results 2024 Atch 1 Board Self-Assessment Results Multi-year Atch 2

Background Information:

Board Operating Procedures detail a requirement of the Board to conduct an annual self-assessment based on the State Board of Education Framework for School Board Development and to discuss the results in a regularly scheduled meeting. Tonight, the results of the June 2024 assessment will be shared for board discussion. Additionally, the presentation will connect these results with the Board's Goals and Purpose Statement that were defined in 2023.

Administrative Recommendation:

N/A

Sample Motion:

N/A

A large, stylized yellow star with eight points, centered on the left side of the slide. The star has a gradient from light yellow to a darker yellow at the tips. It is overlaid on a circular pattern of yellow and white segments.

Discussion of Board Self-Assessment Based on State Board of Education Framework for School Board Development

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August 8, 2024

Sarah Grissom, Ed.D.
Deputy Superintendent of Administrative
Services & Strategic Planning

Purpose

The purpose of tonight's presentation is to review the results of the Board of Trustees' Self-Assessment based on the State Board of Education Framework for School Board Development.

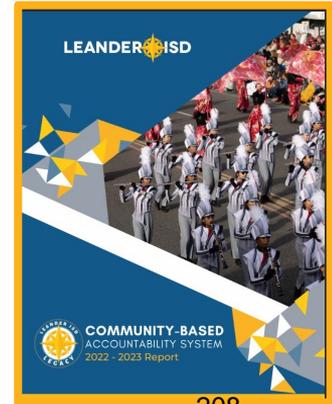
207

System Alignment



LISD 5-Year Strategic Plan

Community-Based Accountability



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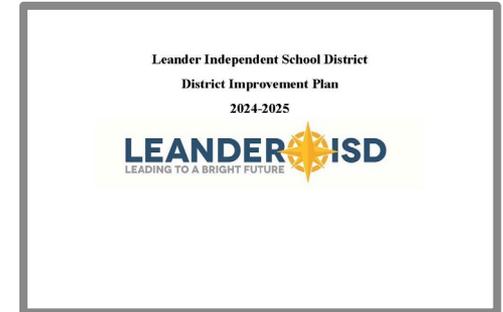


Board Evaluation

District & Campus Improvement Plans



Superintendent Evaluation



Theory Of Action

If Board of Trustees
do X



Then
Superintendent
will be able to do Y

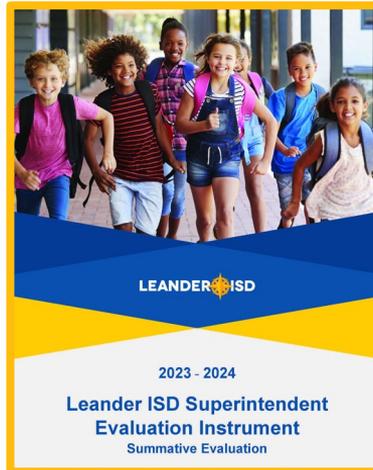


So that we will
realize the Vision,
Mission &
Graduate Profile.

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Board Purpose,
Goals &
Evaluation

Board Meeting
Agendas



Theory Of Action

If Board of Trustees
do X



Then
Superintendent
will be able to do Y

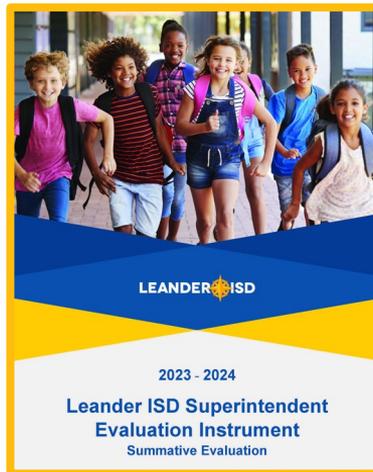


So that we will
realize the Vision,
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210

Board Purpose,
Goals &
Evaluation

Board Meeting
Agendas



Board Purpose

The purpose of the LISD Board of Trustees is to unleash the potential of each and every learner in our system by listening to and engaging with the community in order to advocate for every student's needs while continuously improving, enhancing, and optimizing the system ***for student growth.***

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Board Purpose

The purpose of the LISD Board of Trustees is to unleash the potential of each and every learner in our system by listening to and engaging with the community in order to advocate for every student's needs while continuously improving, enhancing, and optimizing the system ***for student growth.***

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LISD Board Goals



Foster Effective Board Meetings through Stakeholder Engagement and Student-Centered Approaches

Foster Stakeholder Engagement through Active Listening and Collaboration

Revise Policies to Support Organizational Excellence

Promote Advocacy for Public Education at Various Levels

Enhance Management Oversight for Organizational Excellence

213

Framework for School Board Development



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LISD Board Goals

Foster Effective Board Meetings through Stakeholder Engagement and Student-Centered Approaches

Teamwork & Synergy

Foster Stakeholder Engagement through Active Listening and Collaboration

Advocacy & Engagement

Revise Policies to Support Organizational Excellence

Systems & Processes

Promote Advocacy for Public Education at Various Levels

Advocacy & Engagement

Enhance Management Oversight for Organizational Excellence

Vision & Goals

Progress & Accountability

Systems & Processes

215

Reflections on the Results

- What do you notice?
- What do you wonder?
- What are possible focus areas for Team of 8 trainings or conferences?

216





Texas School Board Self-Assessment

Texas School Board Self-Assessment Results

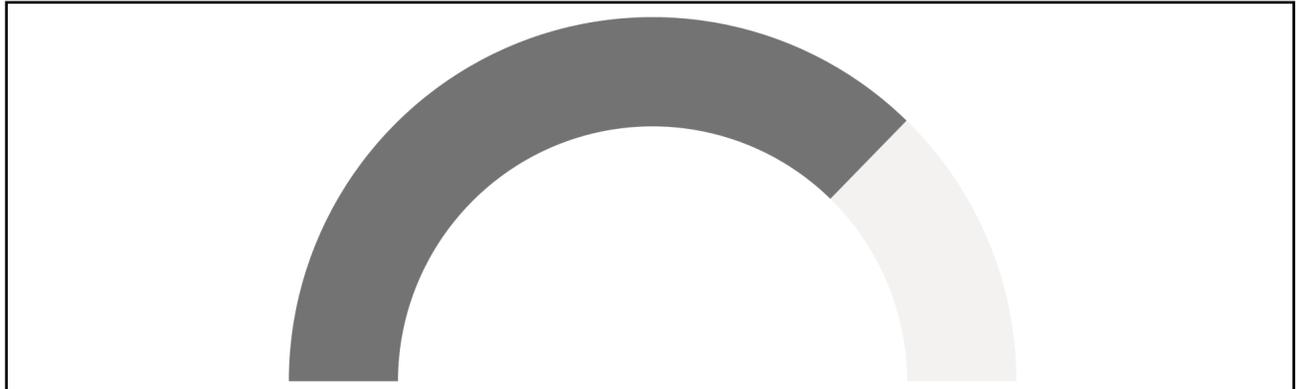
District:

Leander ISD

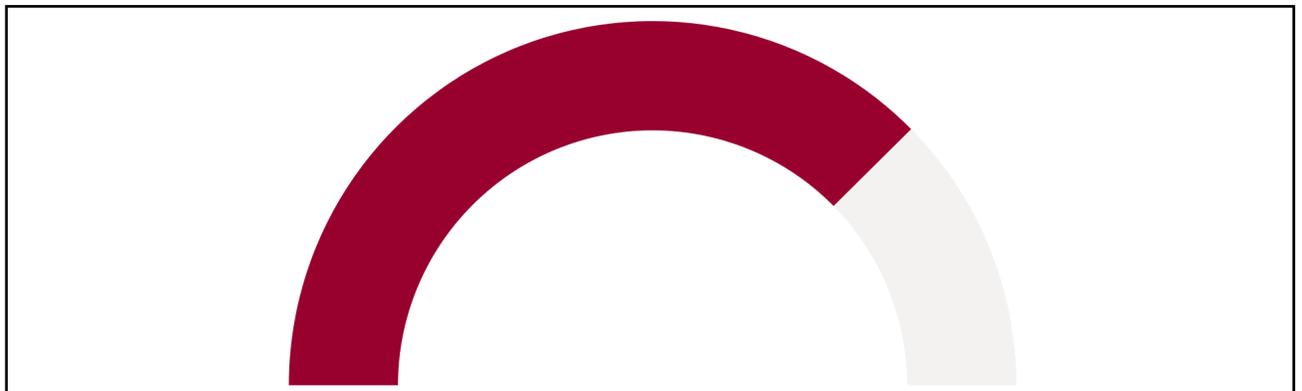
Responses:

8

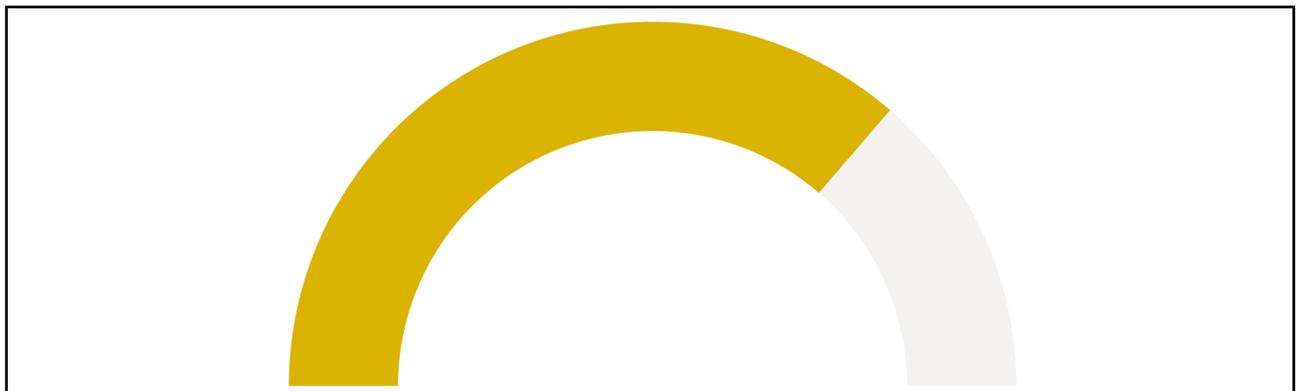
Vision & Goals



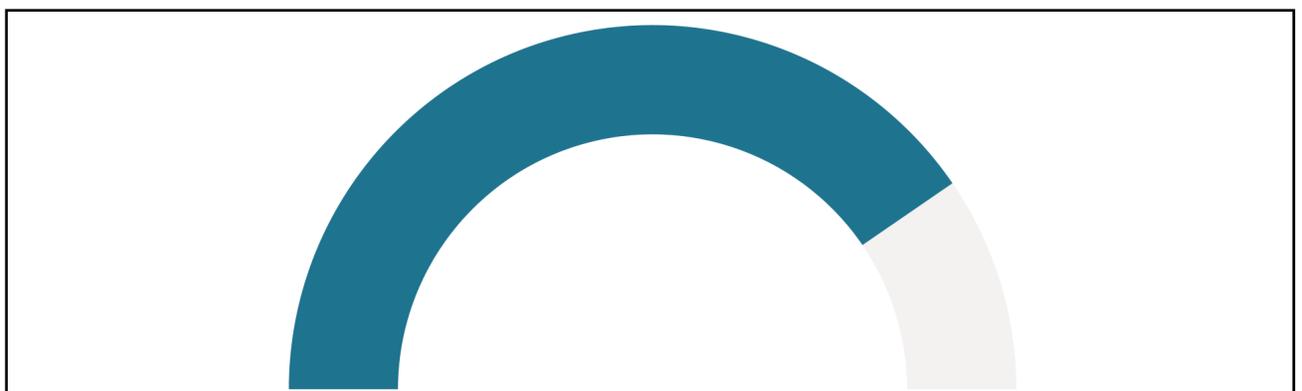
Systems & Processes



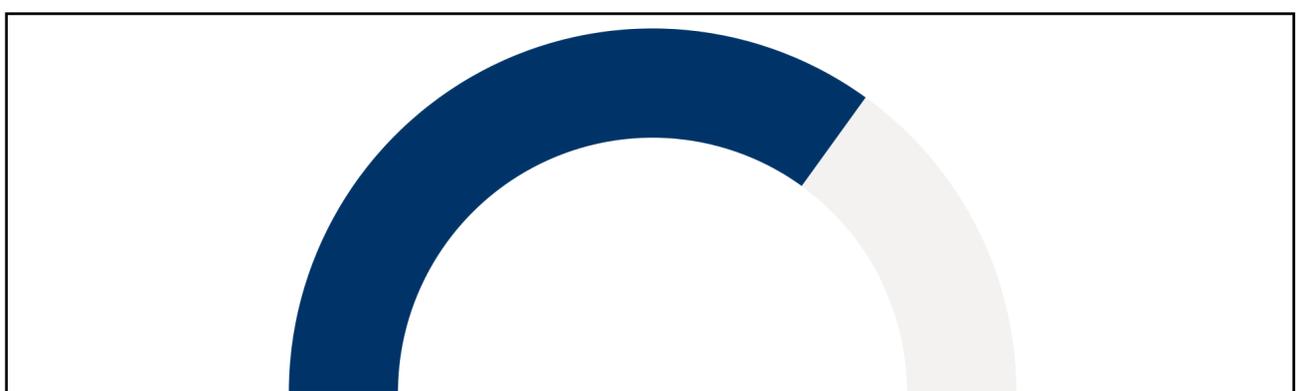
Progress & Accountability



Advocacy & Engagement



Teamwork & Synergy



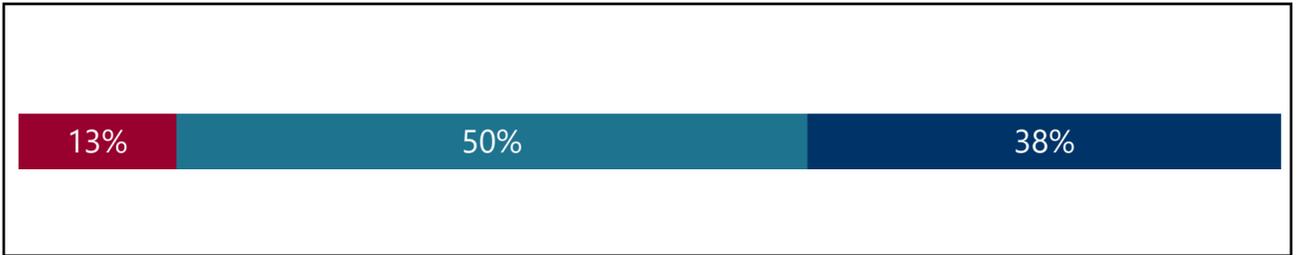


Texas School Board Self-Assessment

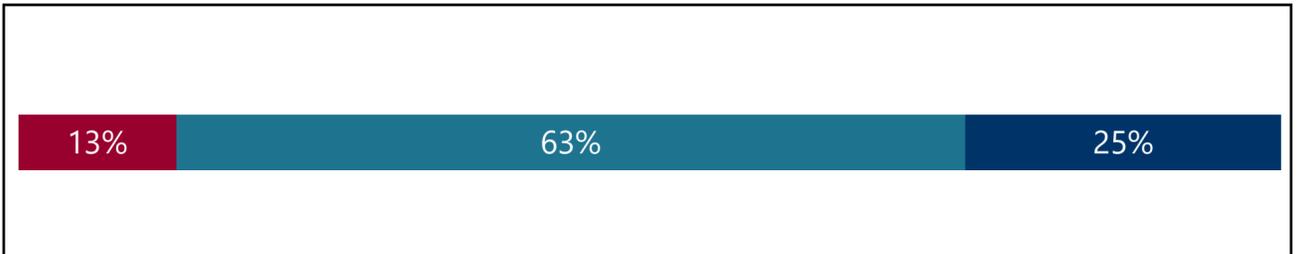
1: Vision & Goals

Our board...

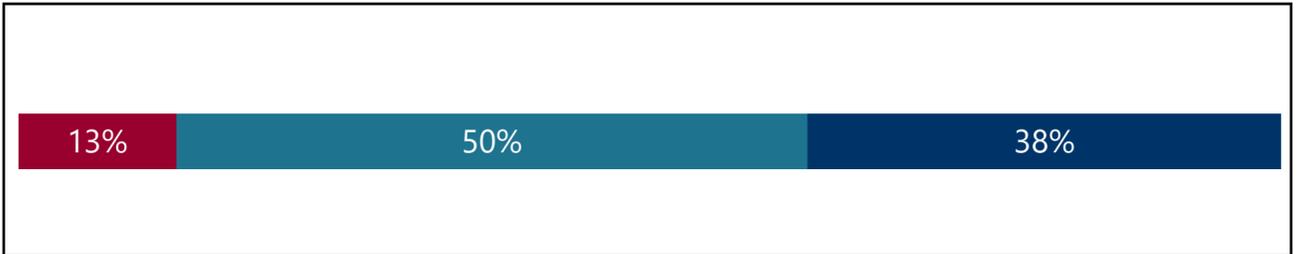
A. Keeps the district focused on the best interests of all children.



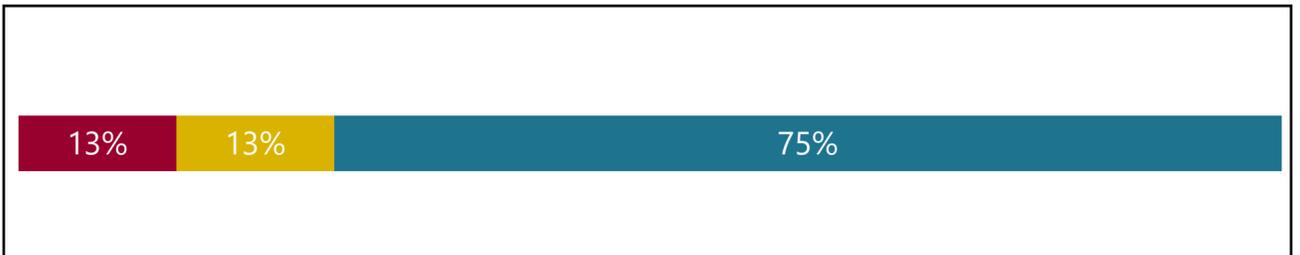
B. Adopts a shared vision.



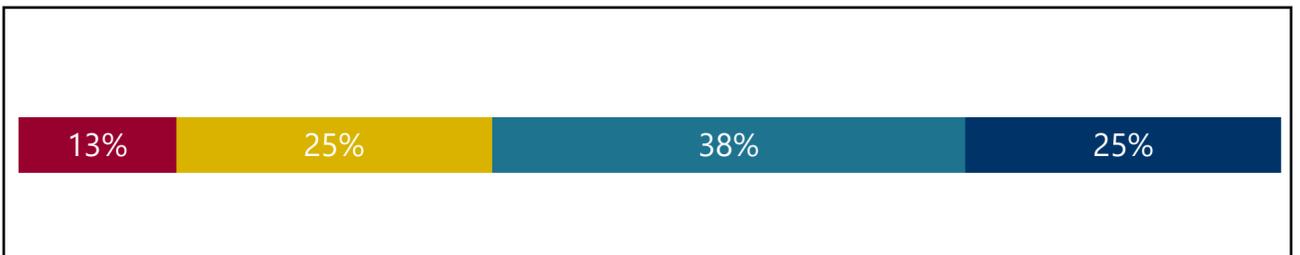
C. Incorporates community input that reflects local aspirations for all children in the vision.



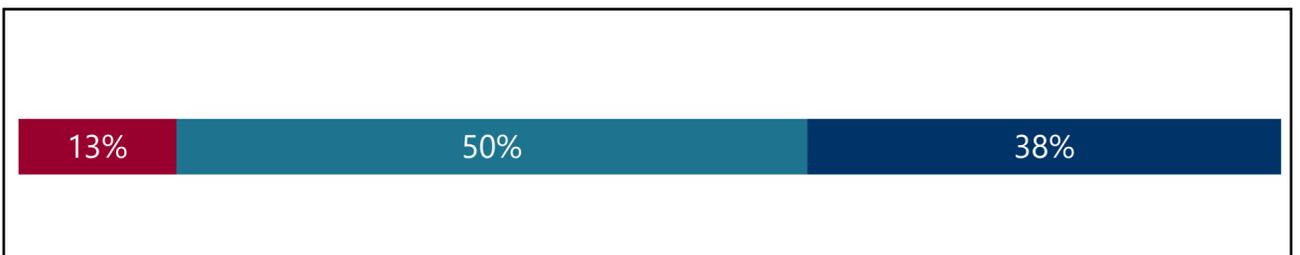
D. Ensures the district's vision is aligned with the state's vision and goals.



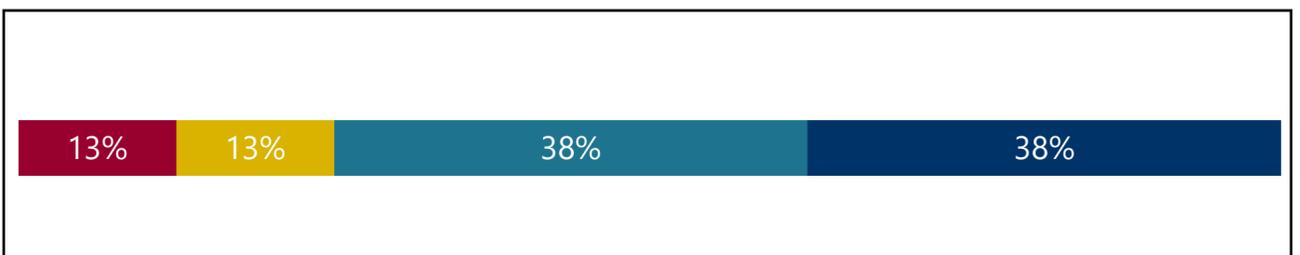
E. Adopts three to six specific and measurable goals to support student success.



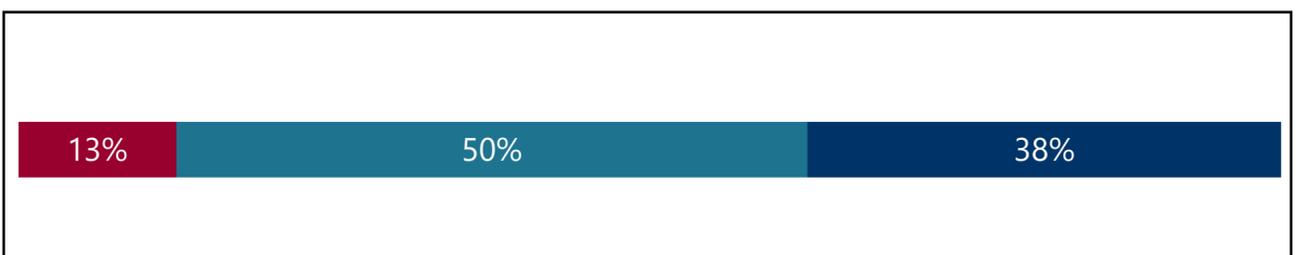
F. Ensures the goals are aligned with state law and reflect community input.



G. Ensures that all students receive what they need to learn, thrive, and grow.



H. Uses the district vision and goals as part of the decision-making process.



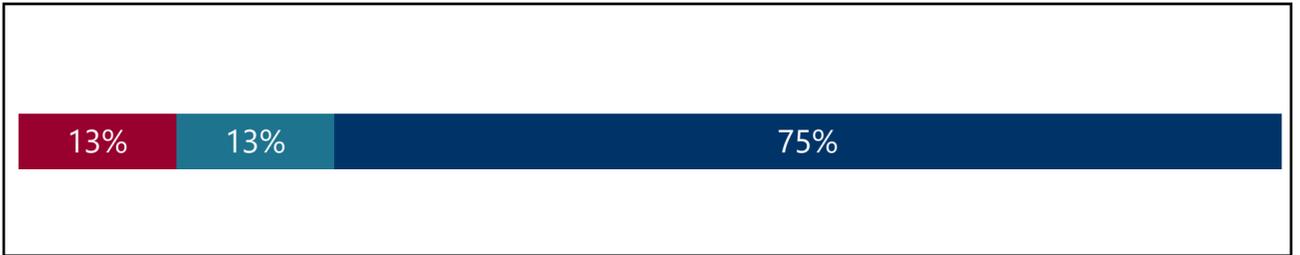


Texas School Board Self-Assessment

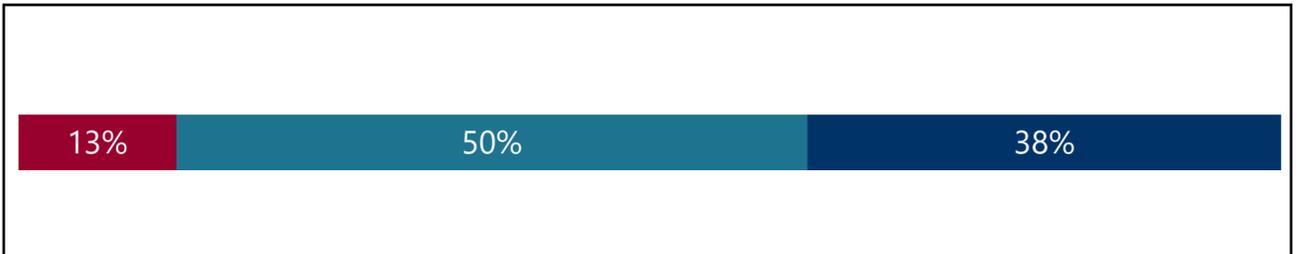
2: Systems & Processes

Our board...

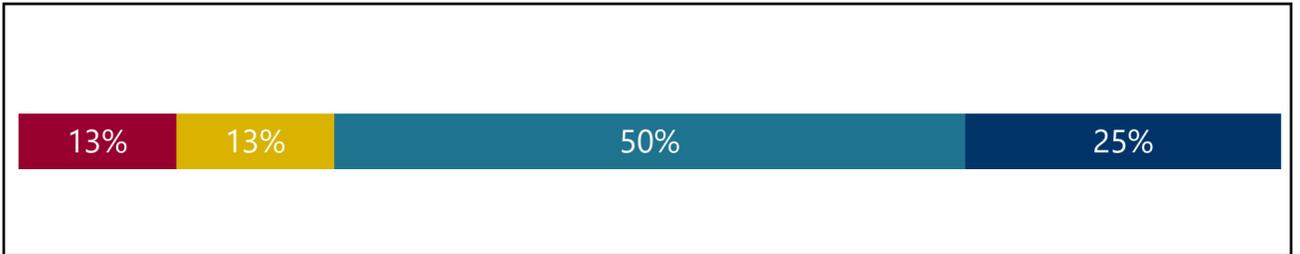
A. Regularly reviews and, when necessary, revises board policies to support the district's vision and goals.



B. Adopts a budget that maximizes resources to fulfill the district's vision and goals.



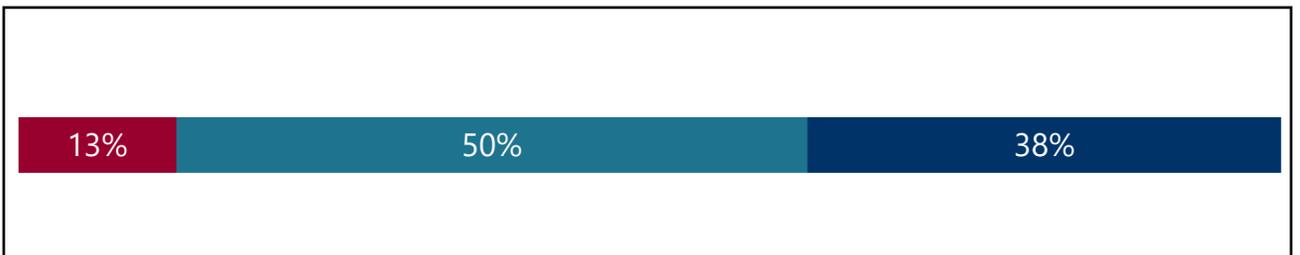
C. Ensures there is an equitable distribution of resources based on the diverse needs of students and schools.



D. Monitors multiple measures of student progress throughout the year.



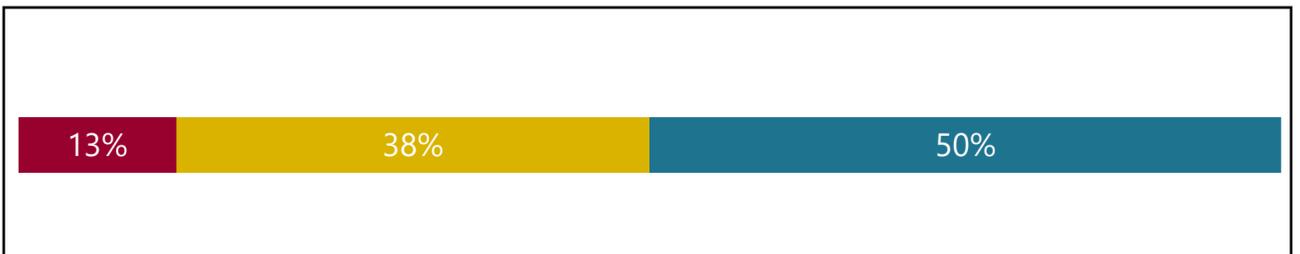
E. Considers equity when making decisions and evaluating systems.



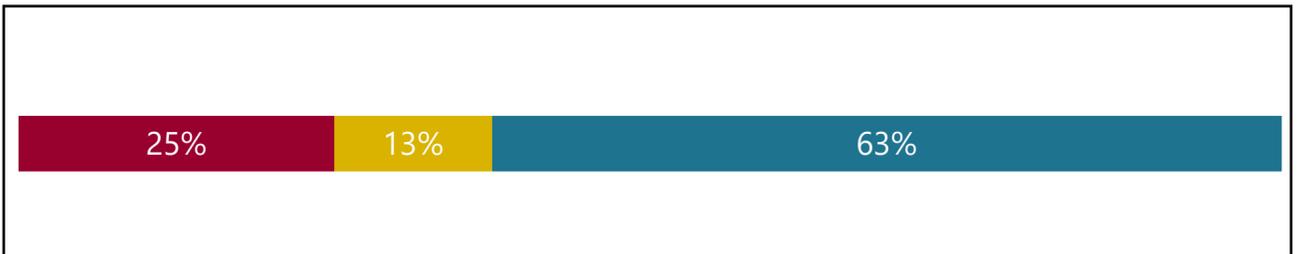
F. Fulfills its unique governance role in the district.



G. Focuses its actions on governance and oversight, while avoiding involvement in daily operations and management.



H. Honors the role of the superintendent to manage the district, including directing employees and campuses.



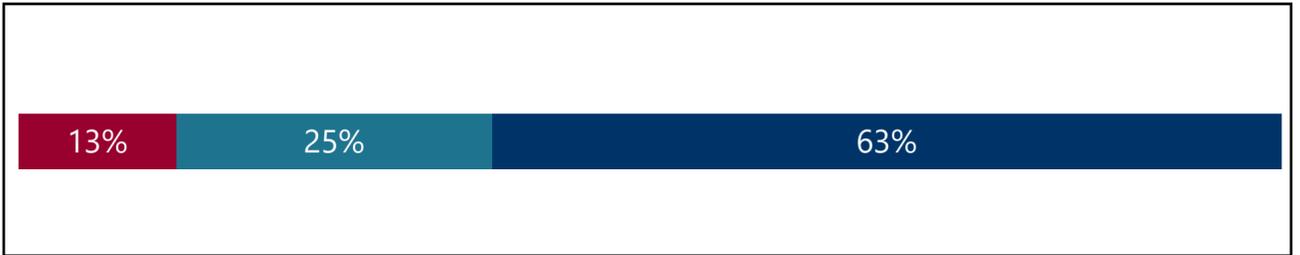


Texas School Board Self-Assessment

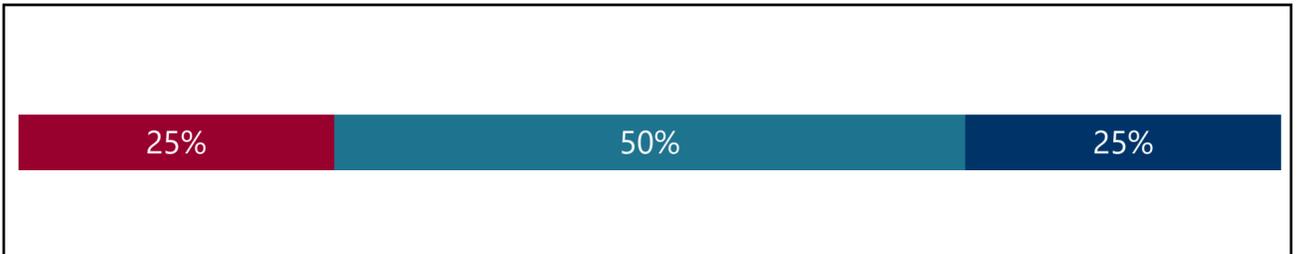
2: Systems & Processes (con't)

Our board...

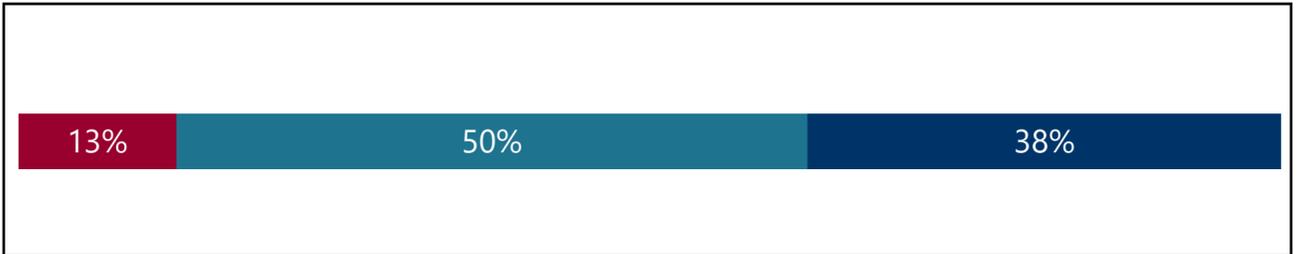
I. Approves the necessary goals, policies, and programs for a safe and secure learning environment.



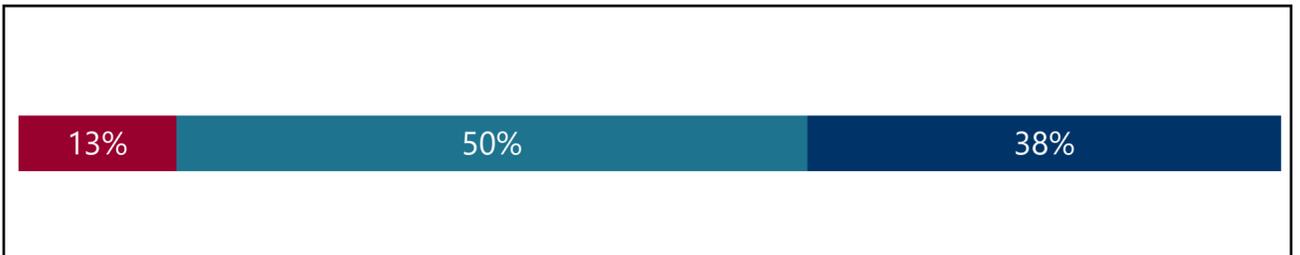
J. Adopts and follows a board planning calendar to help achieve the district vision.



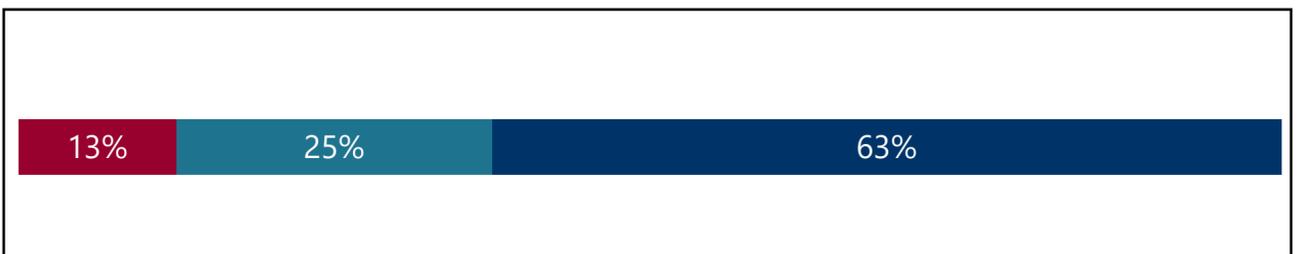
K. Ensures that the process used for district planning enables contributions from all groups of the community.



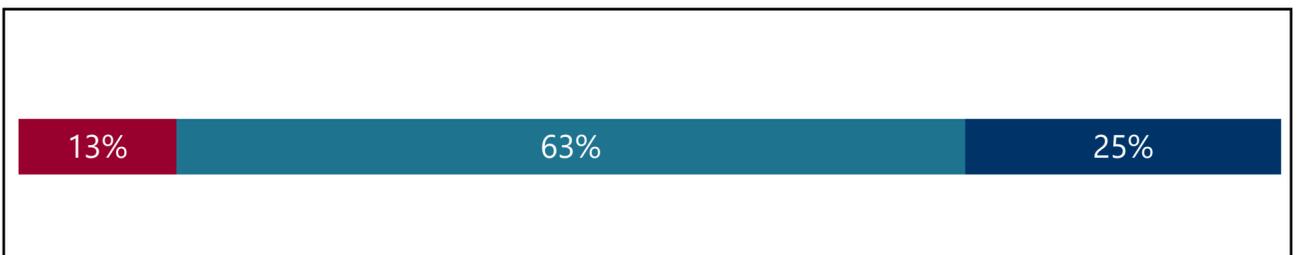
L. Welcomes all people and cultures as valued stakeholders for student success.



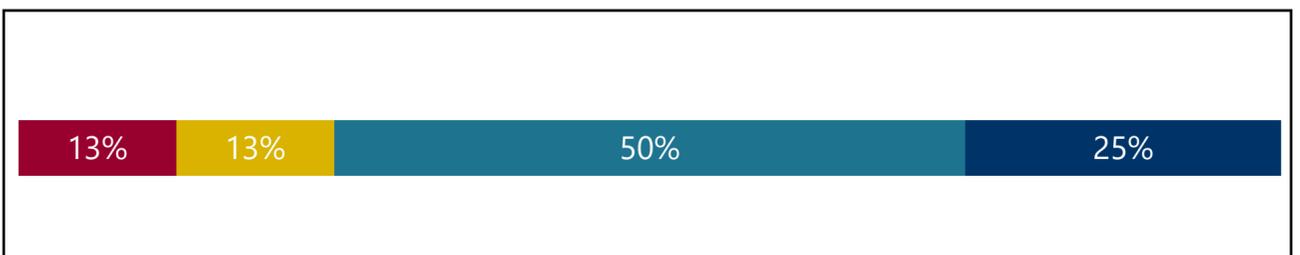
M. Conducts its business ethically.



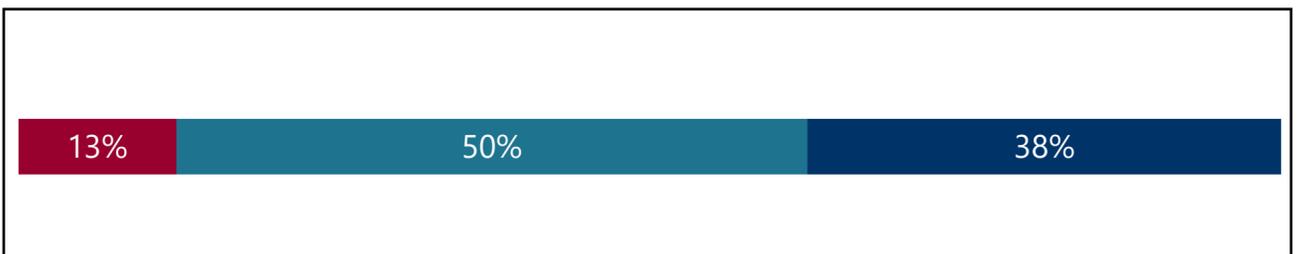
N. Ensures the district has a system to monitor for sound business practices.



O. Has policy to support research-based, best practice for staff development.



P. Has policy to ensure students receive the curriculum, support, and supplemental materials necessary for high achievement.



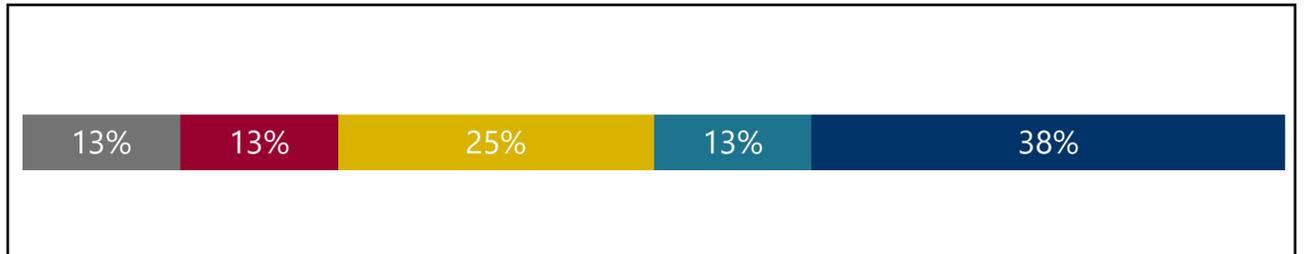
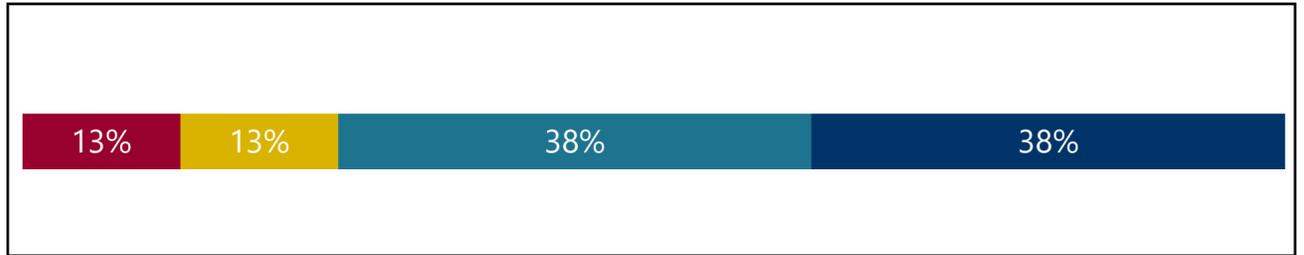


2: Systems & Processes (con't)

Our board...

Q. Ensures the district has implemented a system for recruiting, developing, and retaining highly qualified staff.

R. Communicates an expectation that all teachers will implement efficient instructional practices.



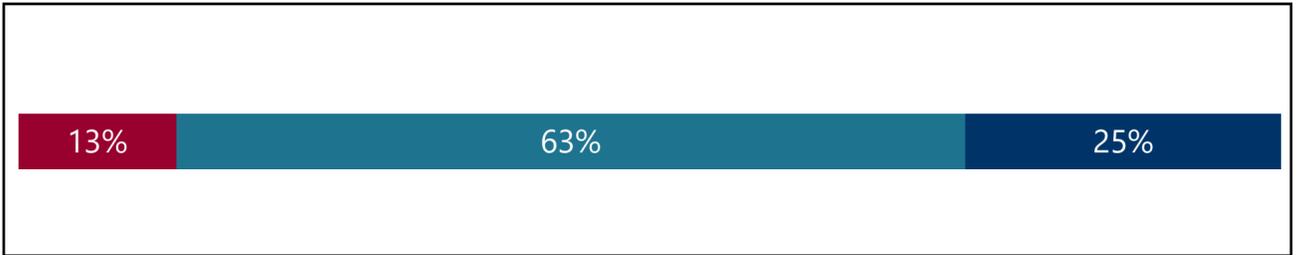


Texas School Board Self-Assessment

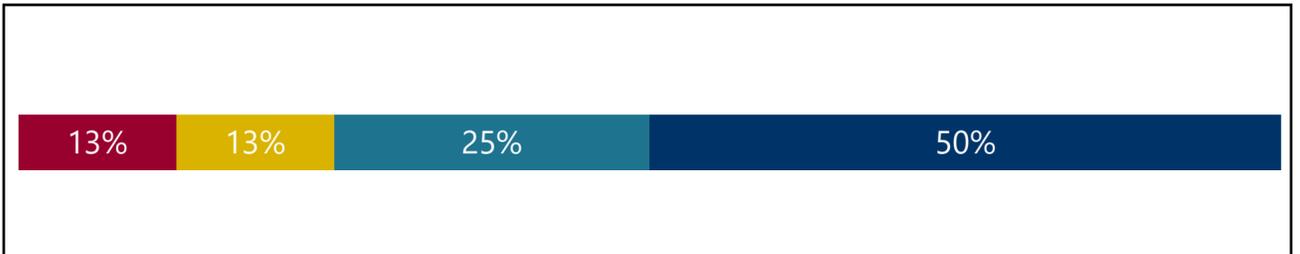
3: Progress & Accountability

Our board...

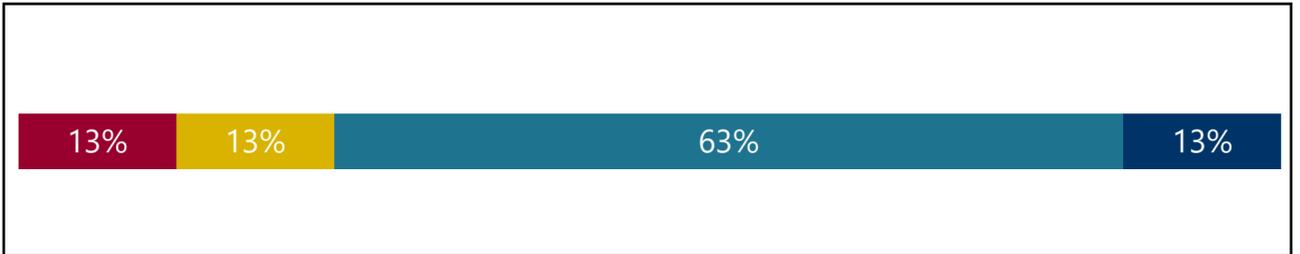
A. Holds itself accountable to what it says it will do.



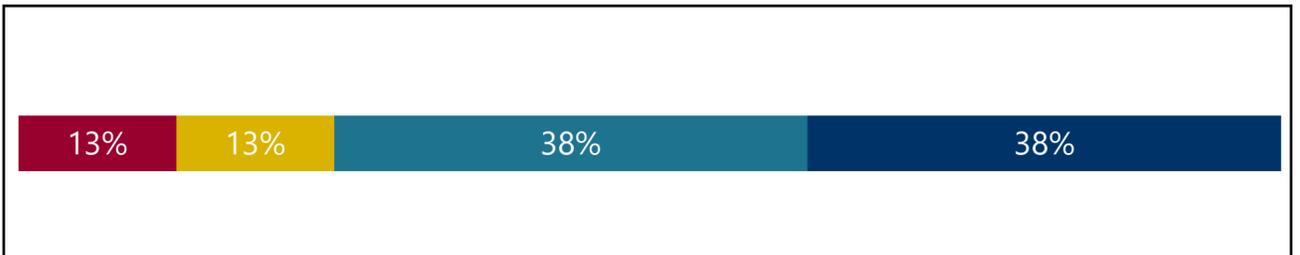
B. Systematically reviews progress toward adopted student academic goals.



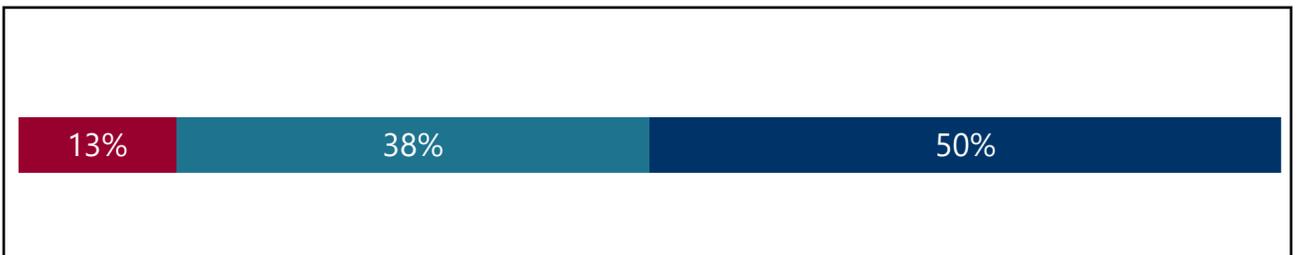
C. Ensures educational equity through resource distribution.



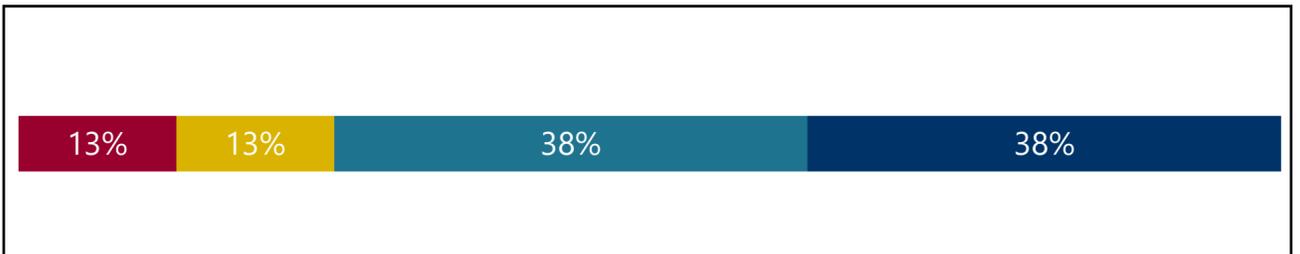
D. Reviews the effectiveness of the district's use of resources to maximize progress toward the vision and goals.



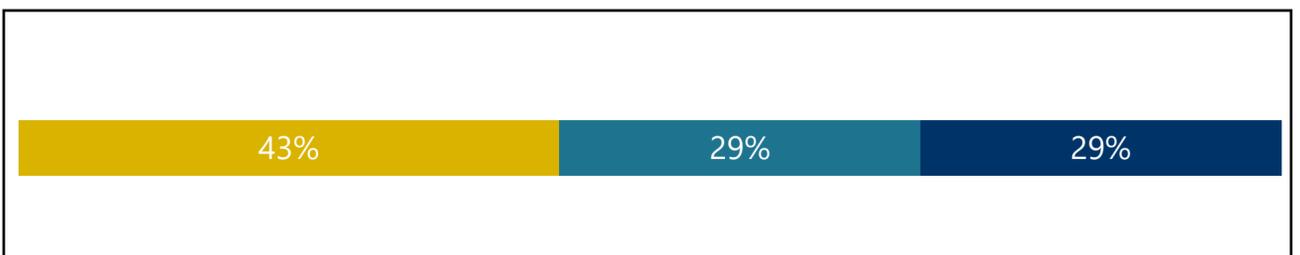
E. Includes performance on agreed academic goals when evaluating the superintendent.



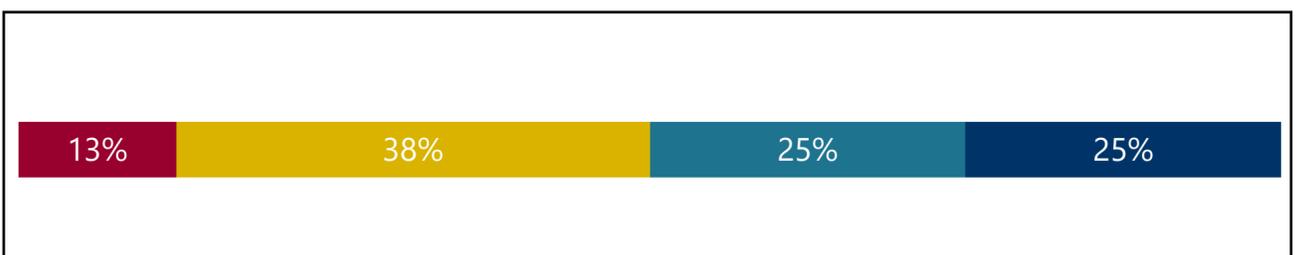
F. Has written goals for the superintendent that focus on specific outcomes for student learning.



G. Evaluates the superintendent's performance annually and communicates performance expectations to our community.



H. Bases decisions about the superintendent's contract on objective evaluation of his or her performance and achievement of agreed upon goals.



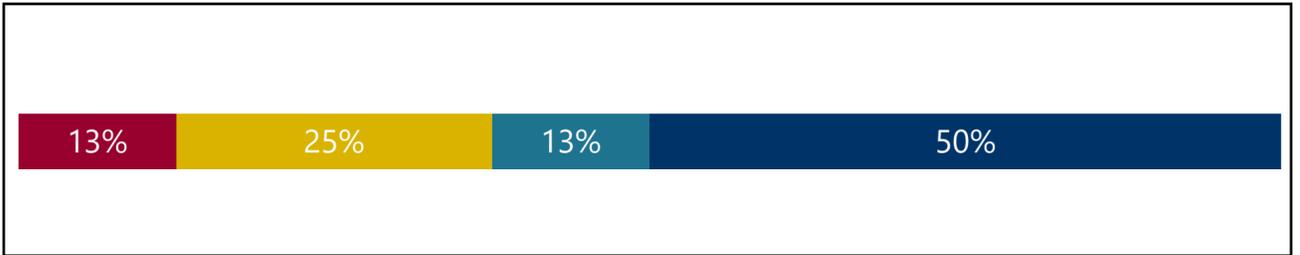


Texas School Board Self-Assessment

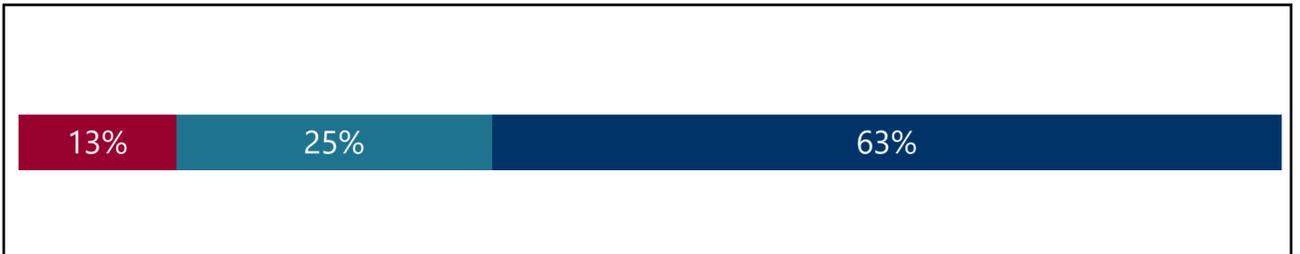
4: Advocacy & Engagement

Our board...

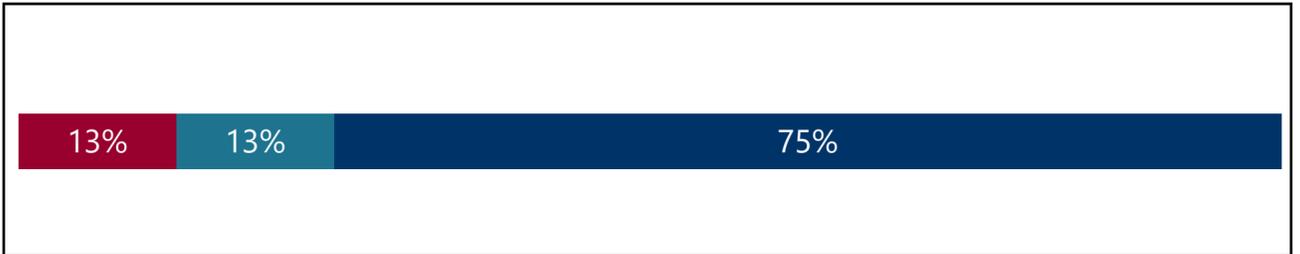
A. Clearly communicates a shared vision and goals to the community.



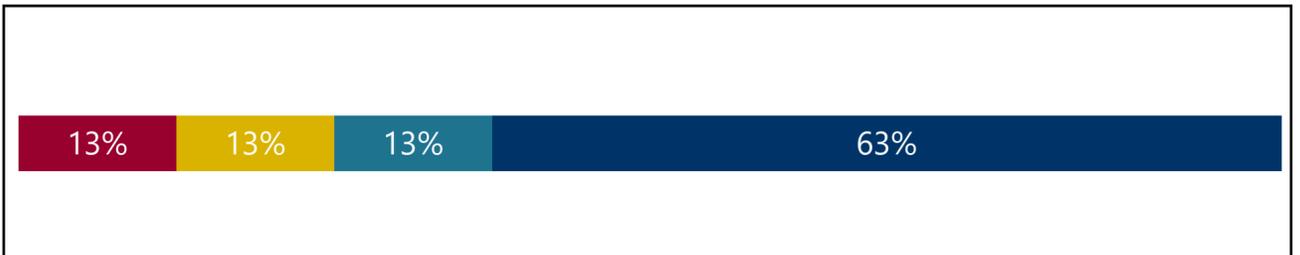
B. Seeks community and staff input in its decision-making to gain community and staff support.



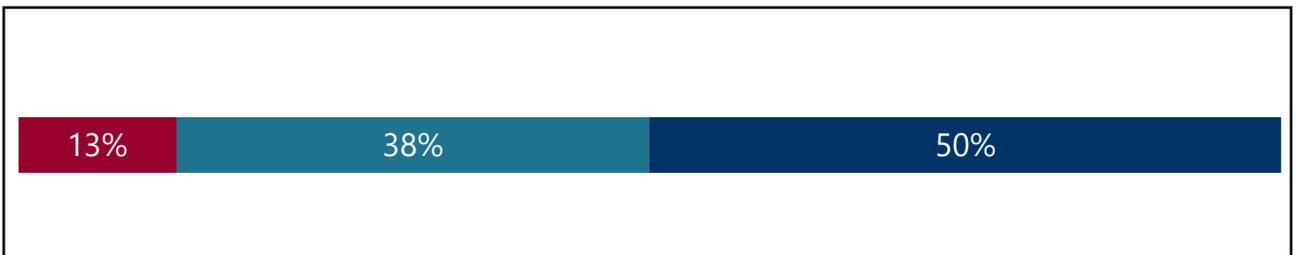
C. Has a process that includes community and parent involvement in selecting curriculum.



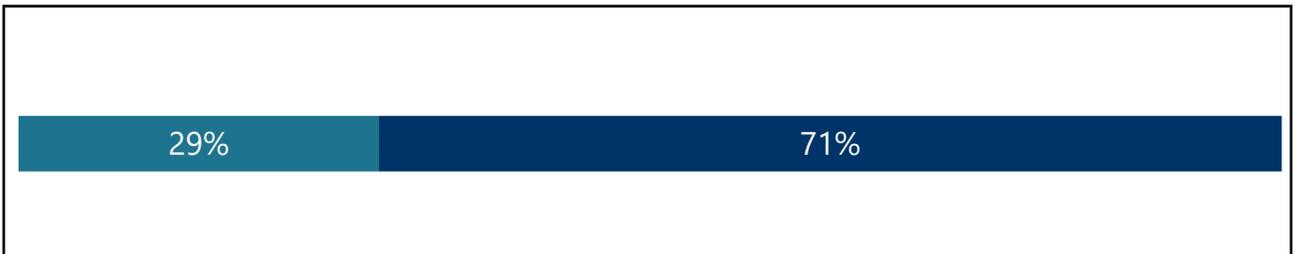
D. Regularly reports district progress to the community.



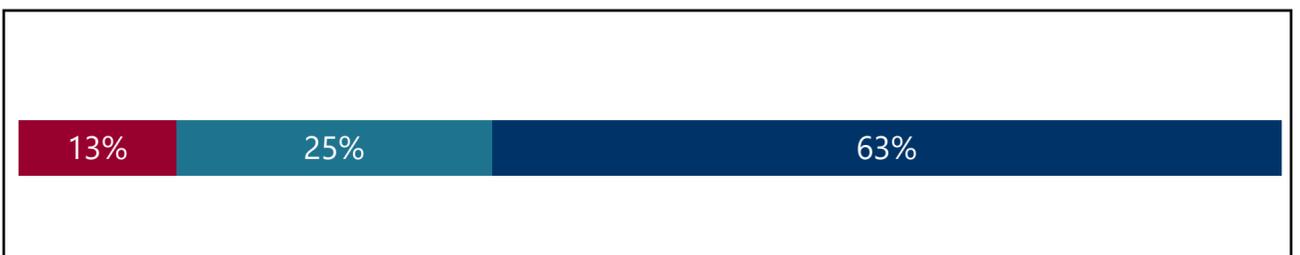
E. Ensures multiple forms of communication are used with stakeholders (including families, staff, media, and community).



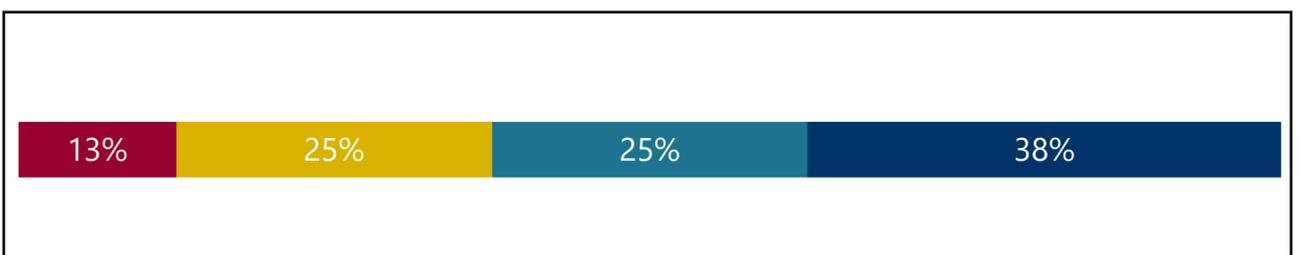
F. Develops collaborative relationships with the community to improve opportunities and experiences for students.



G. Provides input to the Legislature, State Board of Education, and Texas Education Agency to improve benefits to Texas schoolchildren.



H. Educates the community about the role of the school board.



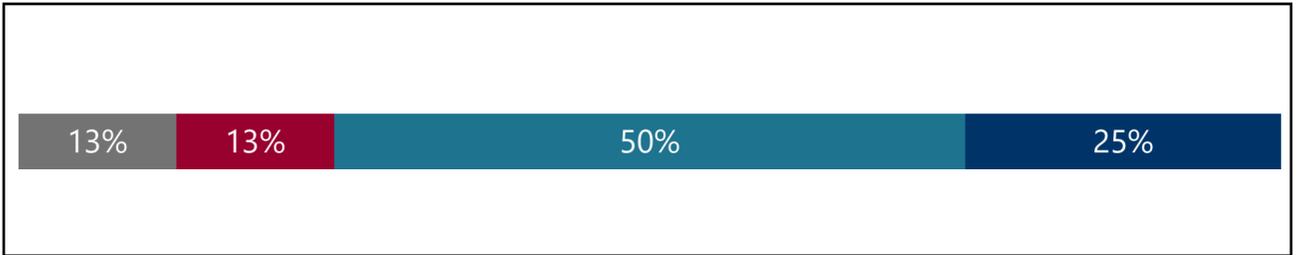


Texas School Board Self-Assessment

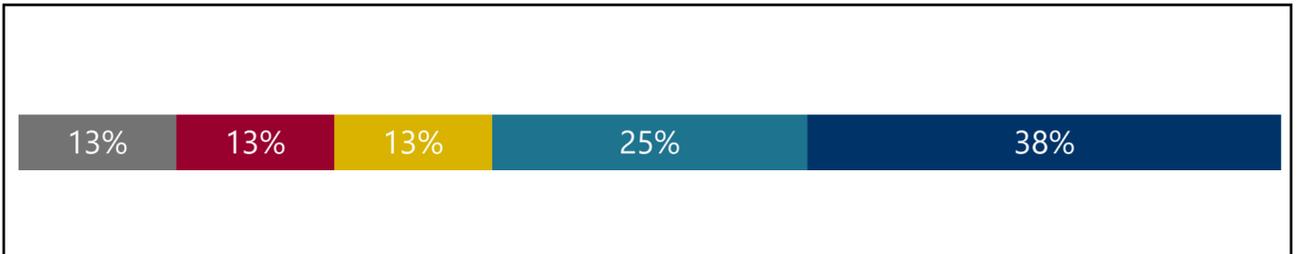
5: Teamwork & Synergy

Our board...

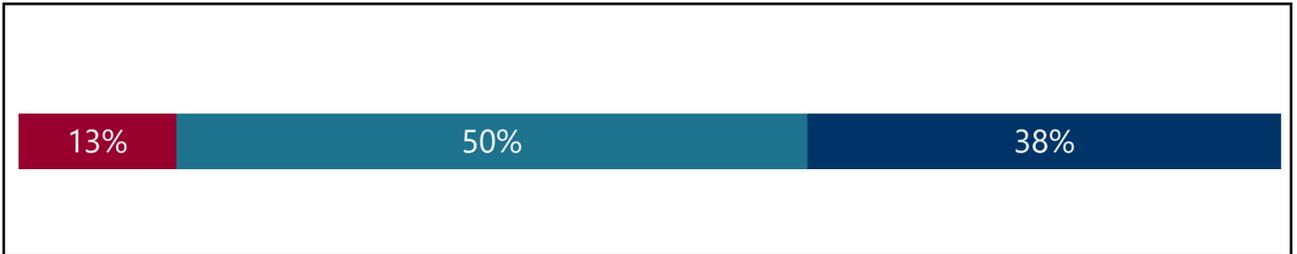
A. Recognizes each individual trustee's responsibility for the well-being and outcome of the entire district.



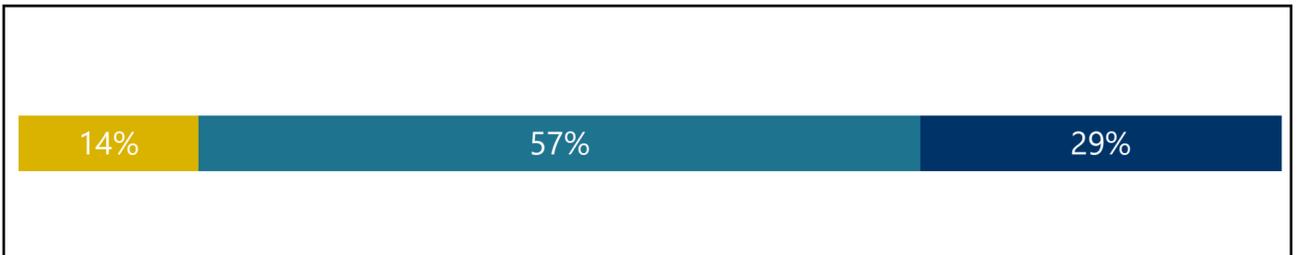
B. Remains focused on shared board priorities.



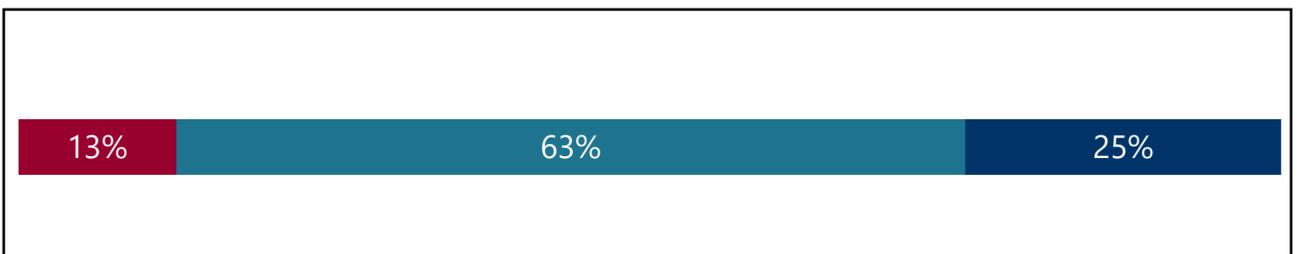
C. Annually evaluates its own performance of its duties and commitments.



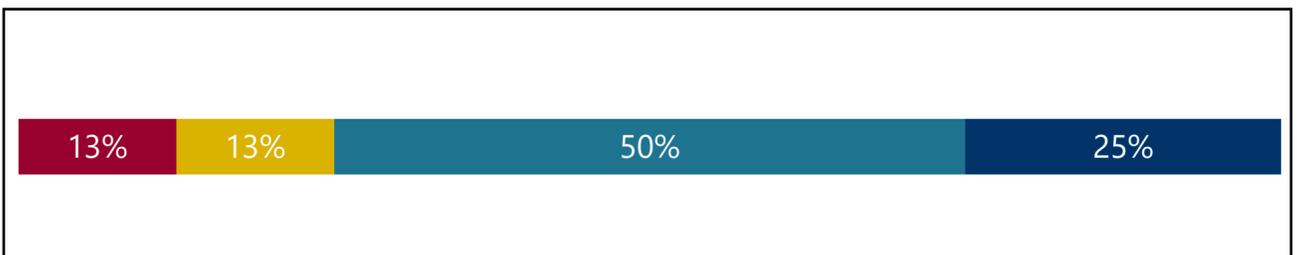
D. Recognizes that individual members have no authority beyond one vote in meetings.



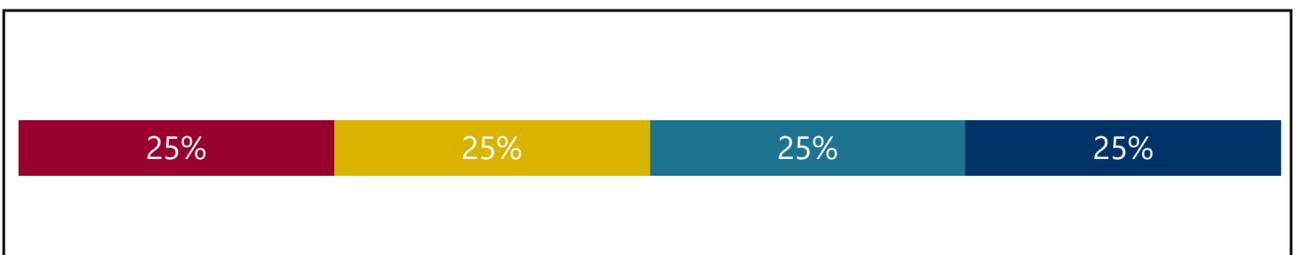
E. Respects viewpoints of individual board members.



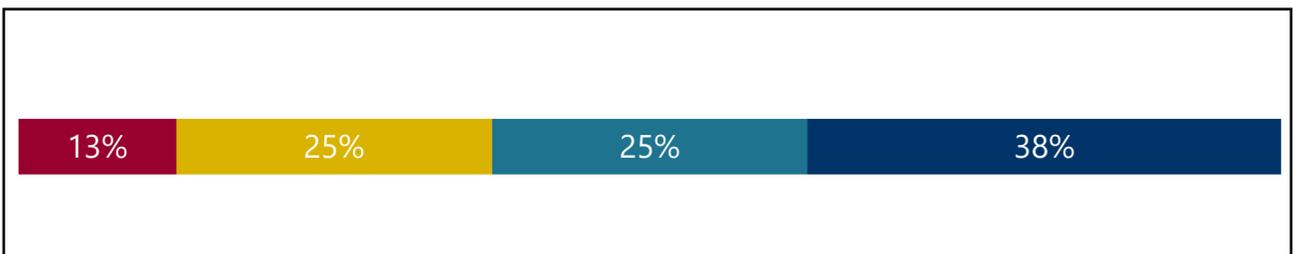
F. Honors decisions made by a majority of the board.



G. Works as a collaborative team together with the superintendent.



H. Honors the roles of the board officers.





Texas School Board Self-Assessment

Thank you!

Please contact a TASB Board Development Services consultant to review your board's assessment results and explore relevant board training opportunities. Email board.dev@tasb.org, or call **800.580.8272**, extension 2453, to begin.



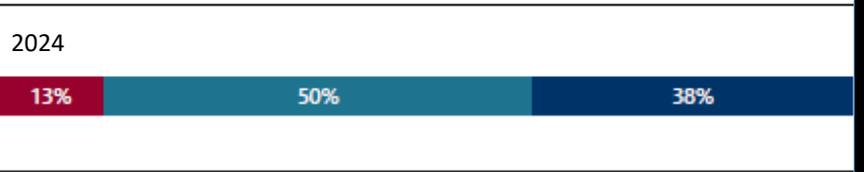
Texas School Board Self-Assessment

1: Vision & Goals

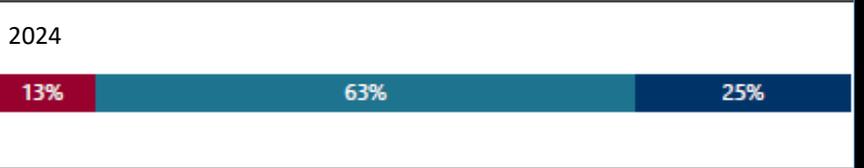


Our board...

A. Keeps the district focused on the best interests of all children.



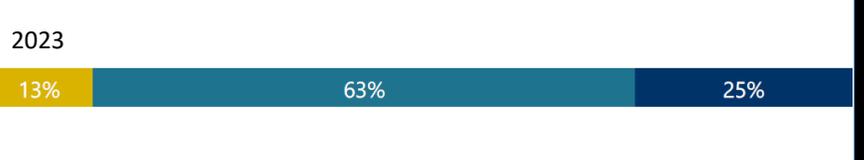
B. Adopts a shared vision.



C. Incorporates community input that reflects local aspirations for all children in the vision.



D. Ensures the district's vision is aligned with the state's vision and goals.

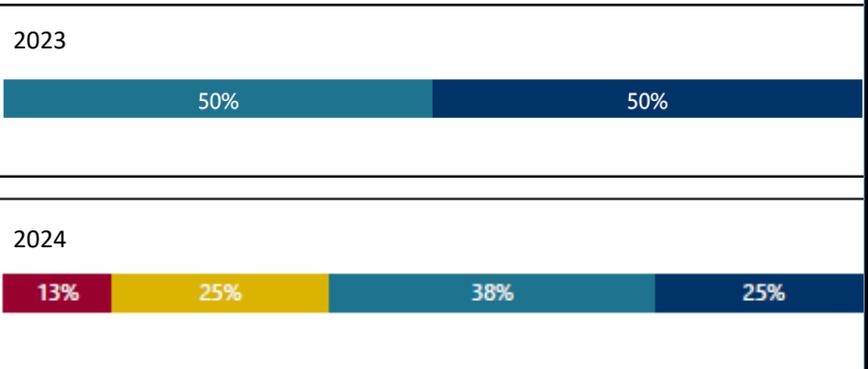


1: Vision & Goals (con't)

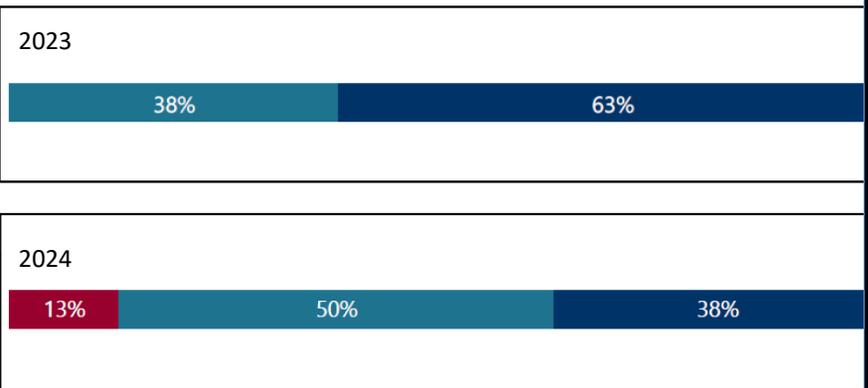


Our board...

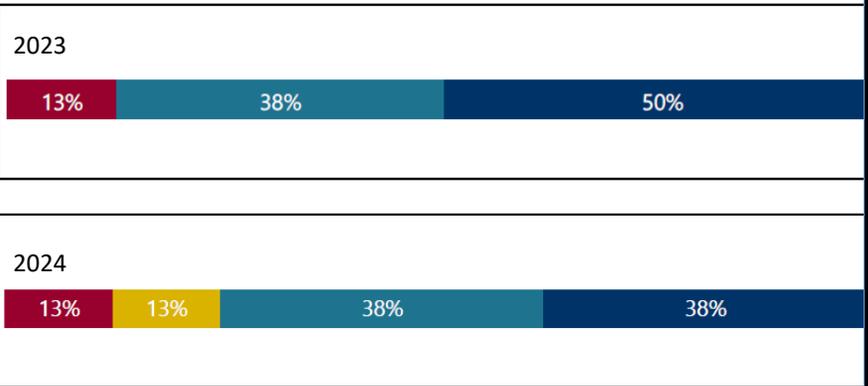
E. Adopts three to six specific and measurable goals to support student success.



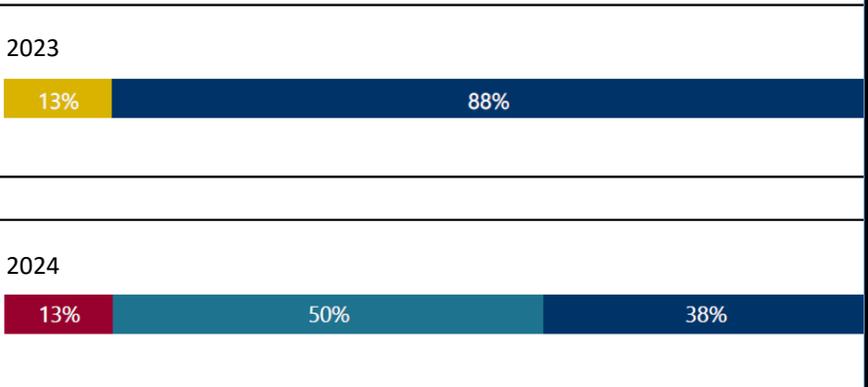
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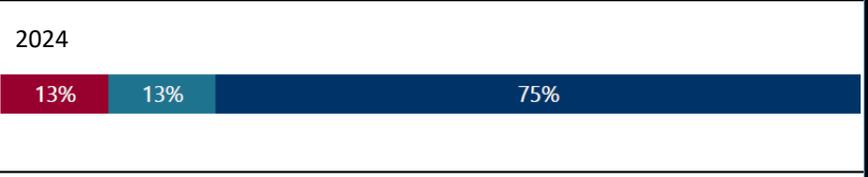
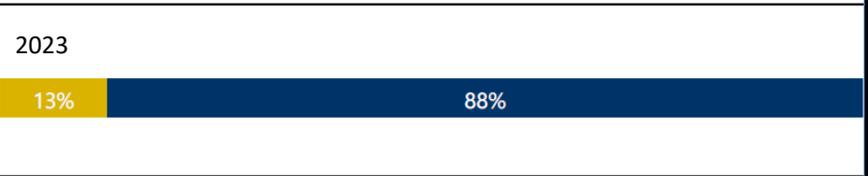


2: Systems & Processes

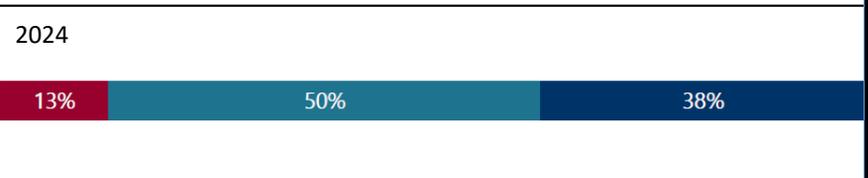
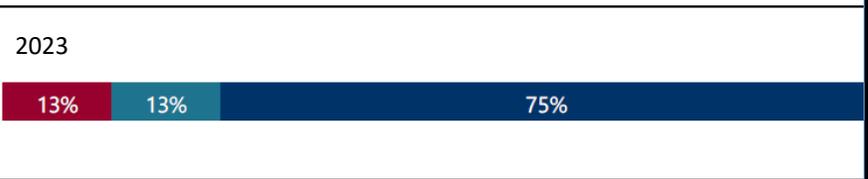


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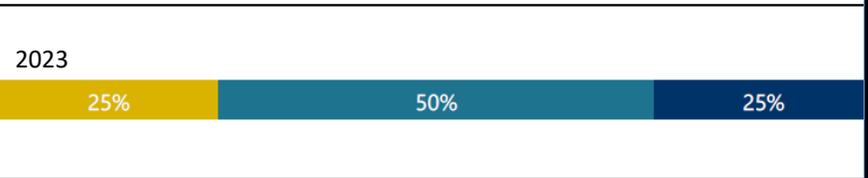
A. Regularly reviews and, when necessary, revises board policies to support the district's vision and goals.



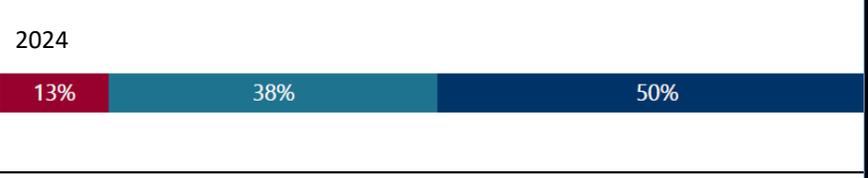
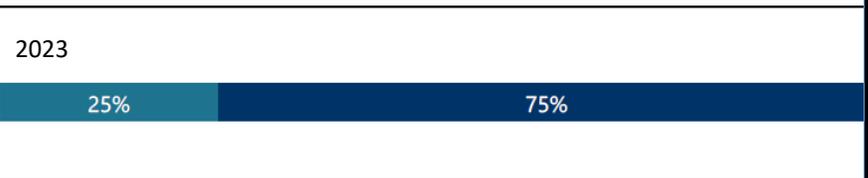
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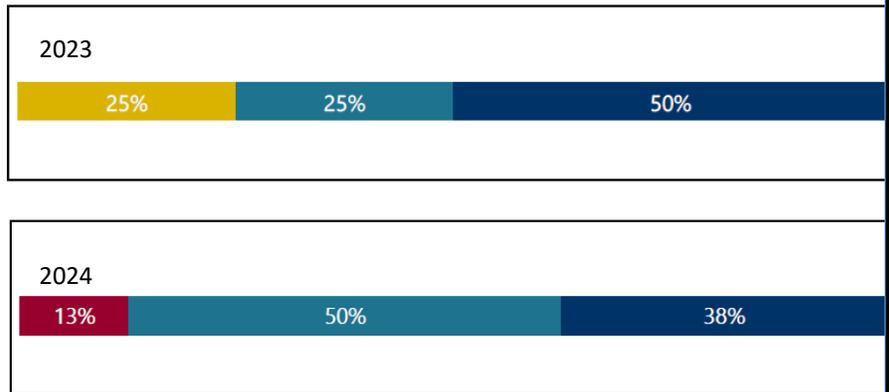


2: Systems & Processes (con't)

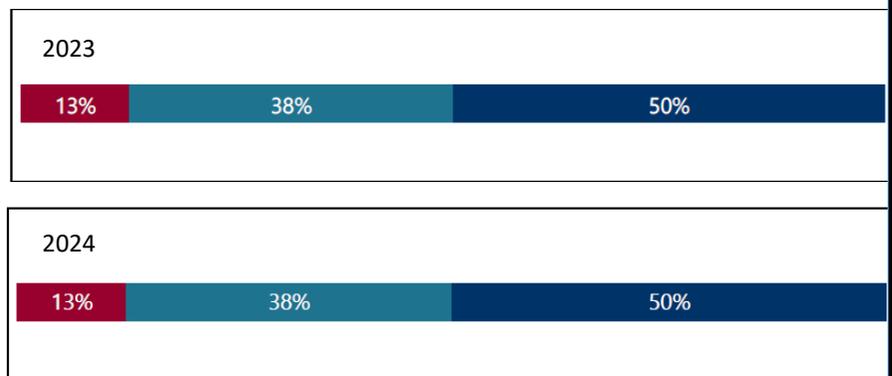


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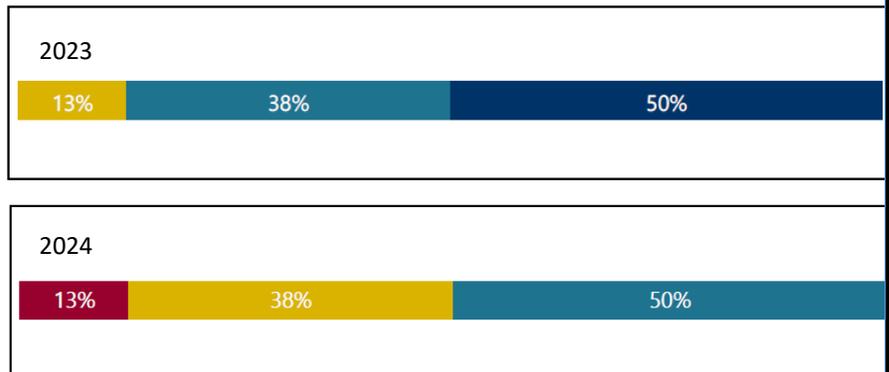
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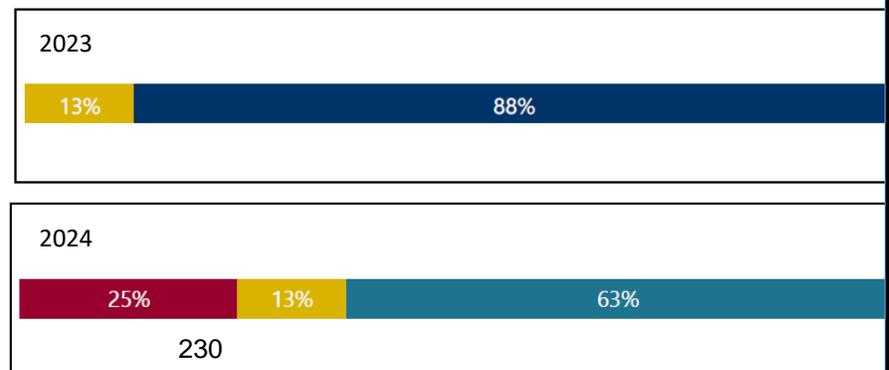
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Our board...

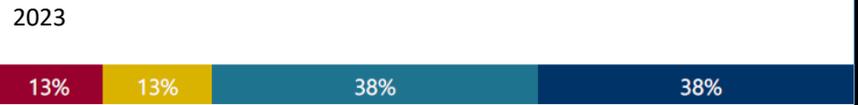
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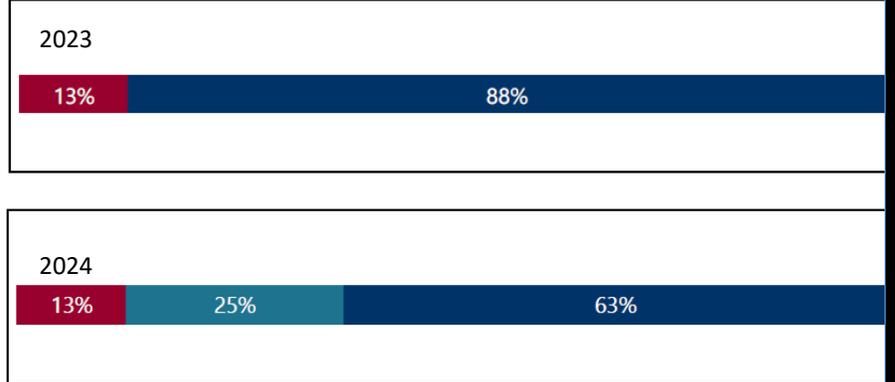
231

2: Systems & Processes (con't)

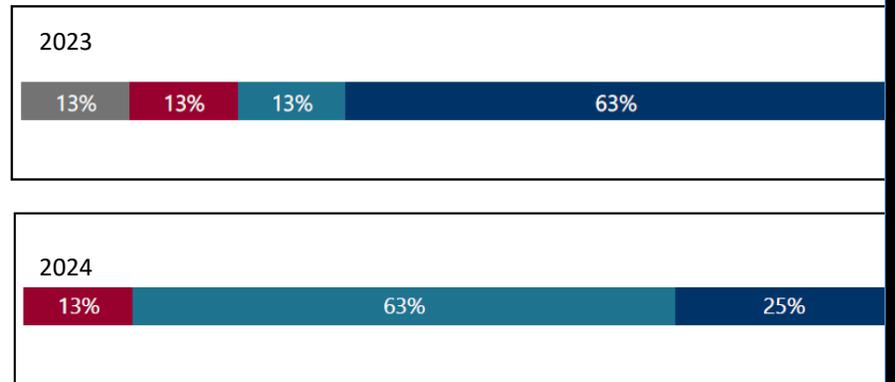


Our board...

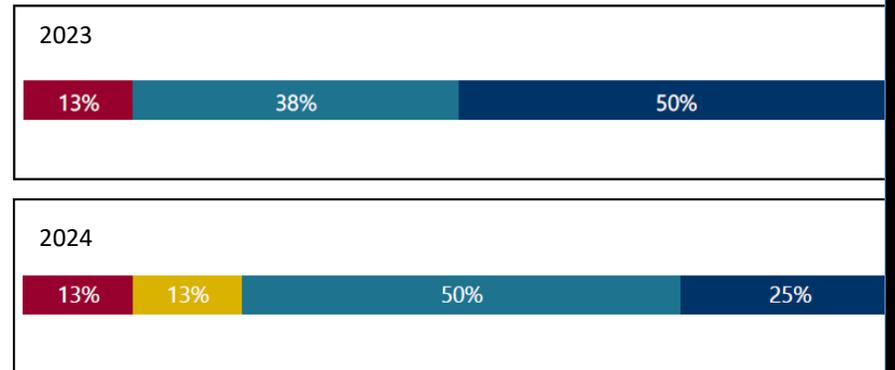
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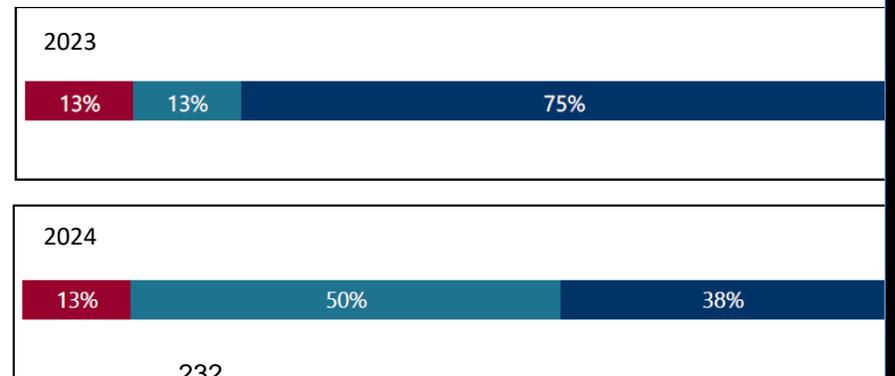
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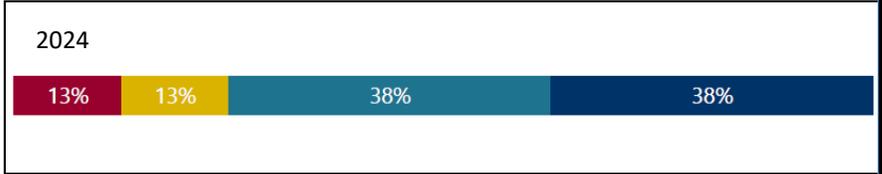
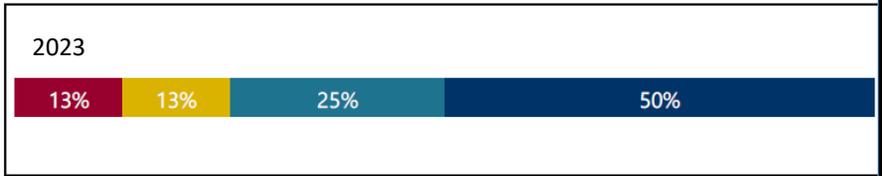
232

2: Systems & Processes (con't)

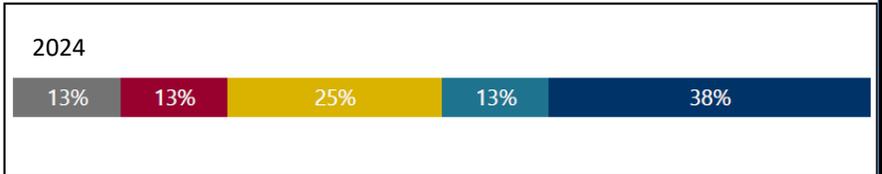
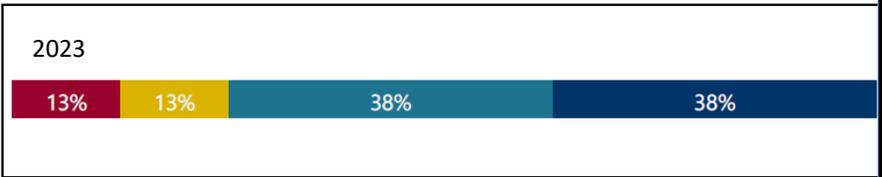


Our board...

Q. Ensures the district has implemented a system for recruiting, developing, and retaining highly qualified staff.



R. Communicates an expectation that all teachers will implement efficient instructional practices.

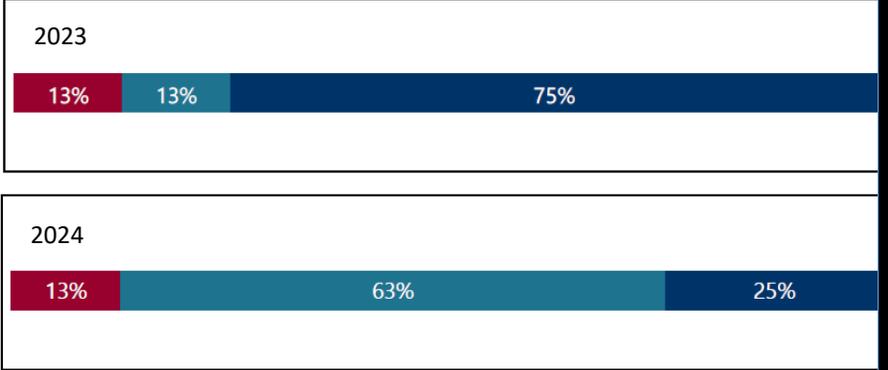


3: Progress & Accountability

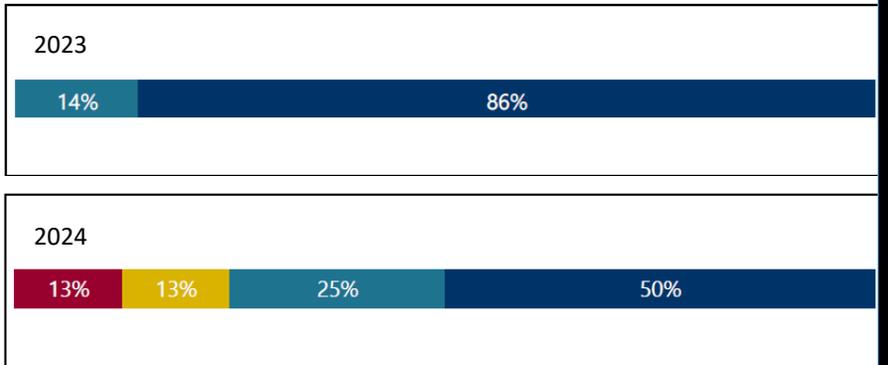


Our board...

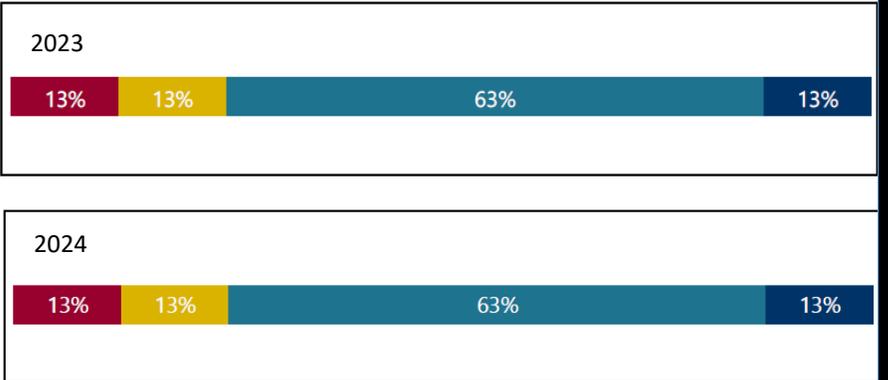
A. Holds itself accountable to what it says it will do.



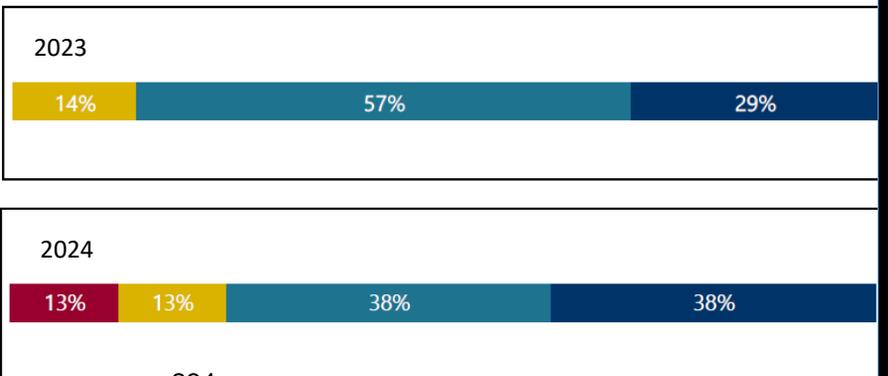
B. Systematically reviews progress toward adopted student academic goals.



C. Ensures educational equity through resource distribution.



D. Reviews the effectiveness of the district's use of resources to maximize progress toward the vision and goals.

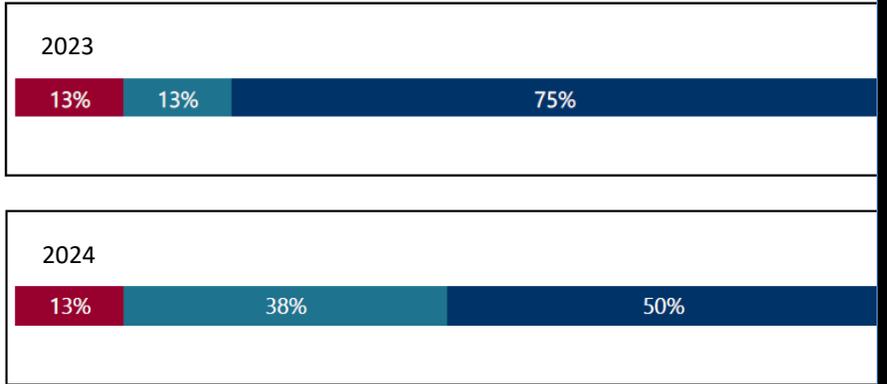


3: Progress & Accountability (con't)

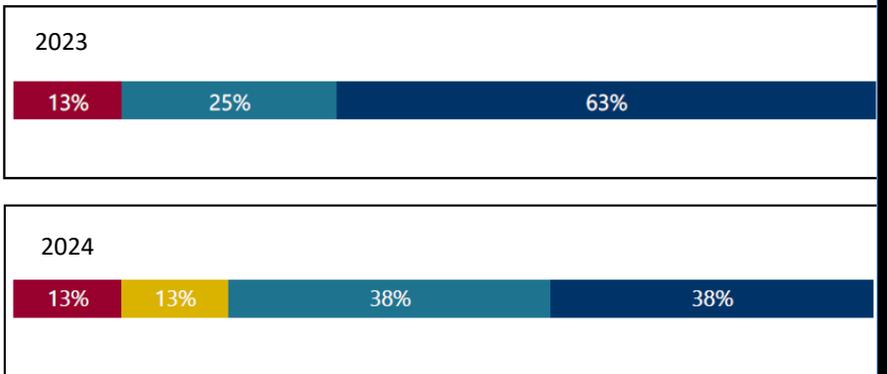
Our board...



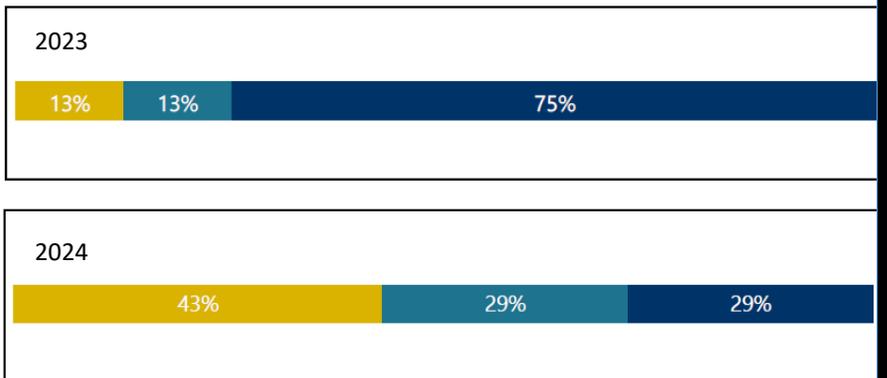
E. Includes performance on agreed academic goals when evaluating the superintendent.



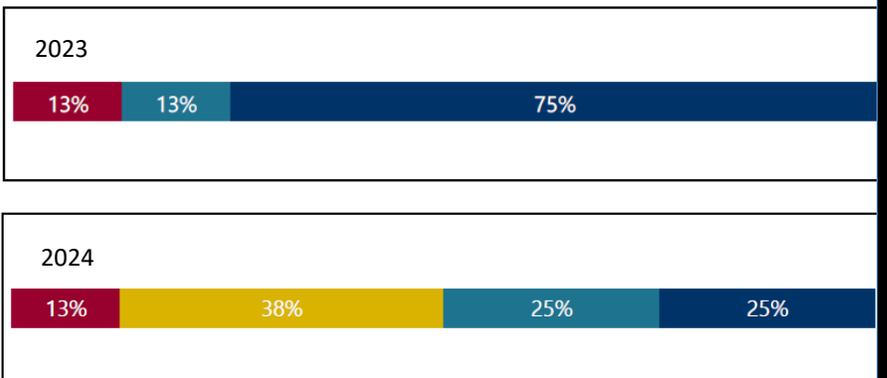
F. Has written goals for the superintendent that focus on specific outcomes for student learning.



G. Evaluates the superintendent's performance annually and communicates performance expectations to our community.



H. Bases decisions about the superintendent's contract on objective evaluation of his or her performance and achievement of agreed upon goals.



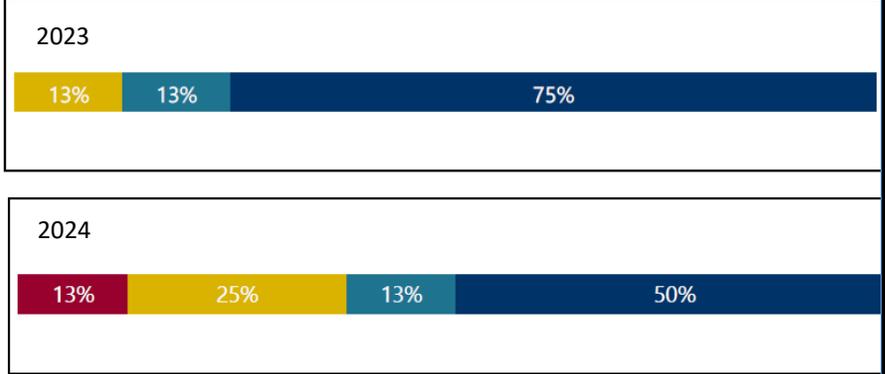
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4: Advocacy & Engagement

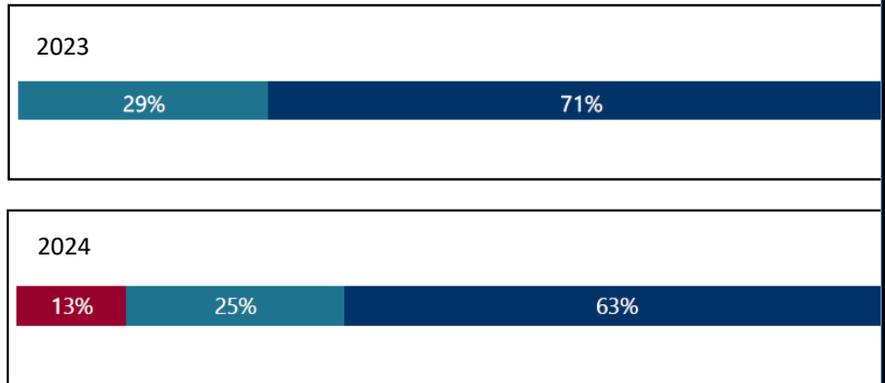


Our board...

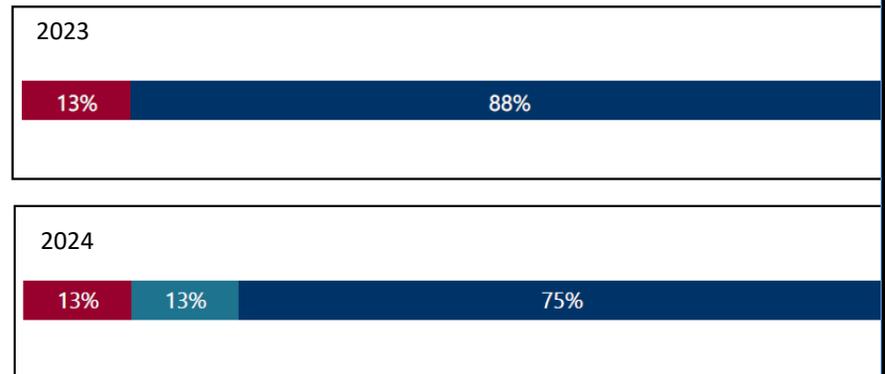
A. Clearly communicates a shared vision and goals to the community.



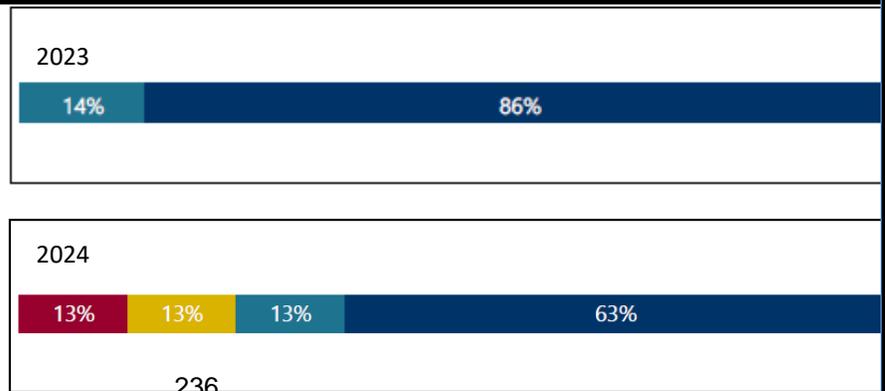
B. Seeks community and staff input in its decision-making to gain community and staff support.



C. Has a process that includes community and parent involvement in selecting curriculum.



D. Regularly reports district progress to the community.



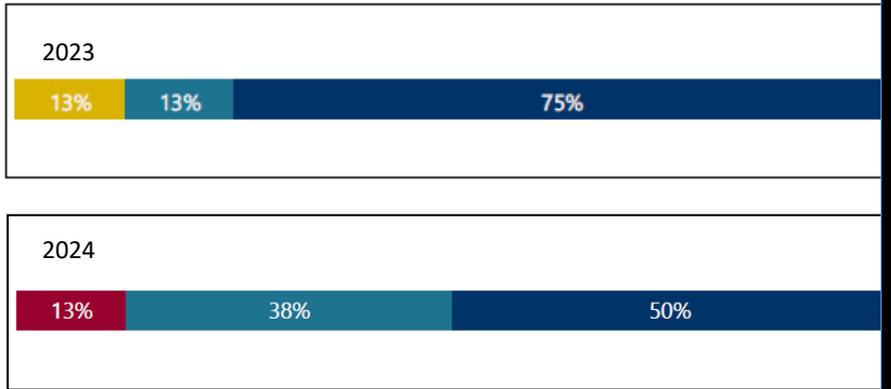
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4: Advocacy & Engagement (con't)

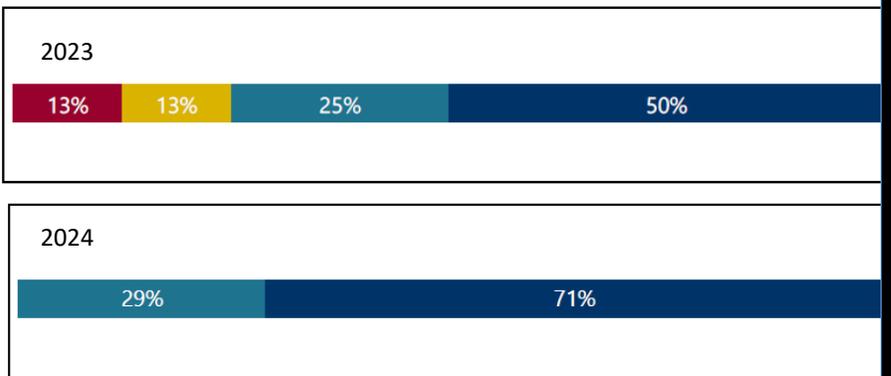
Our board...



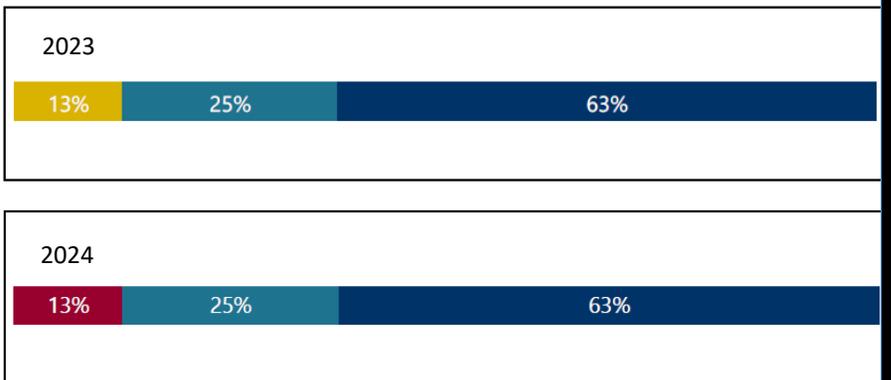
E. Ensures multiple forms of communication are used with stakeholders (including families, staff, media, and community).



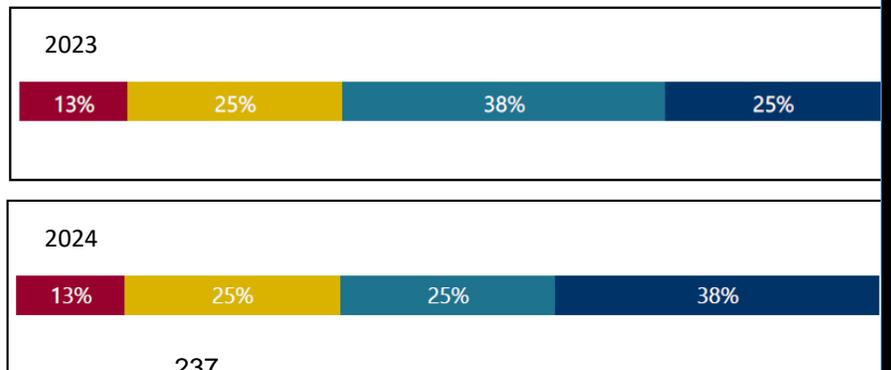
F. Develops collaborative relationships with the community to improve opportunities and experiences for students.



G. Provides input to the Legislature, State Board of Education, and Texas Education Agency to improve benefits to Texas schoolchildren.



H. Educates the community about the role of the school board.

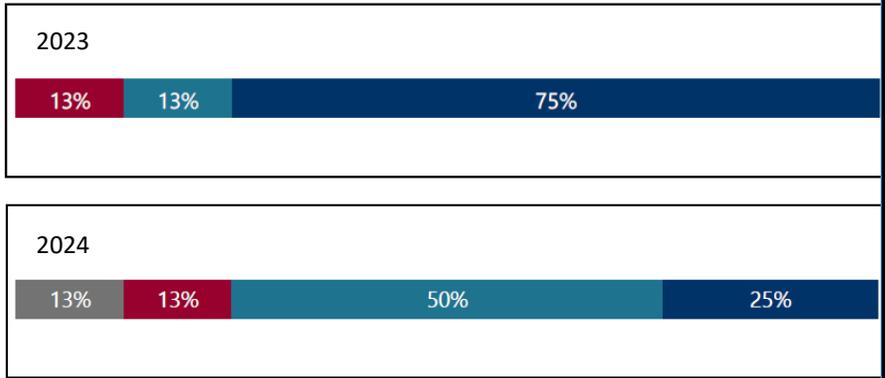


5: Teamwork & Synergy

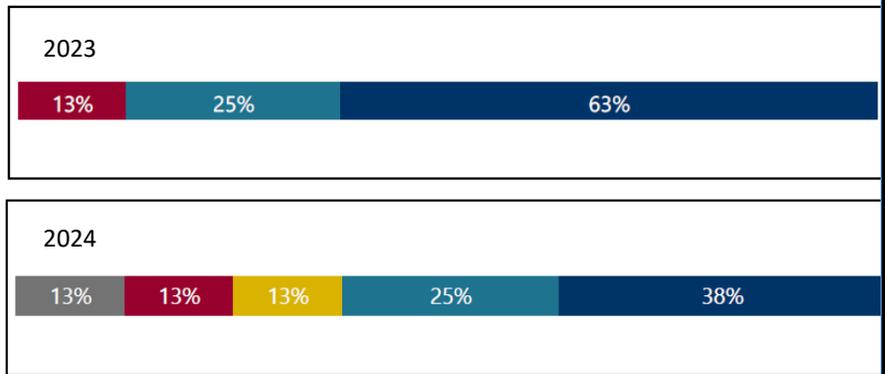


Our board...

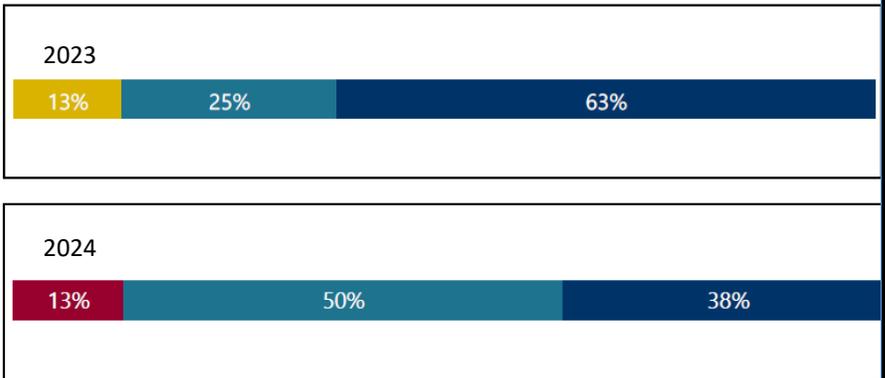
A. Recognizes each individual trustee's responsibility for the well-being and outcome of the entire district.



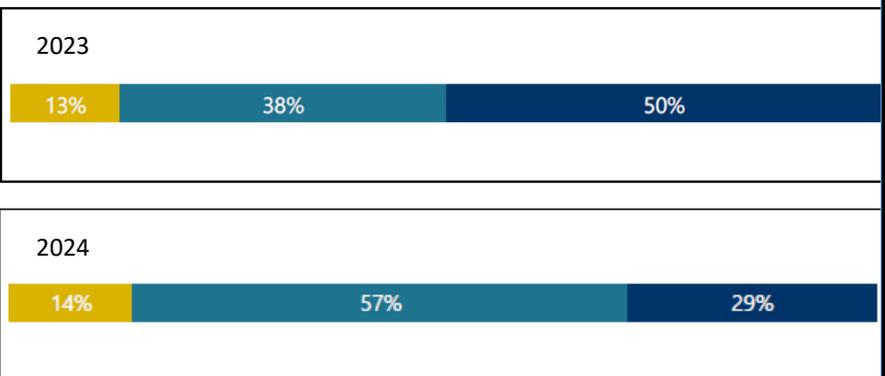
B. Remains focused on shared board priorities.



C. Annually evaluates its own performance of its duties and commitments.



D. Recognizes that individual members have no authority beyond one vote in meetings.

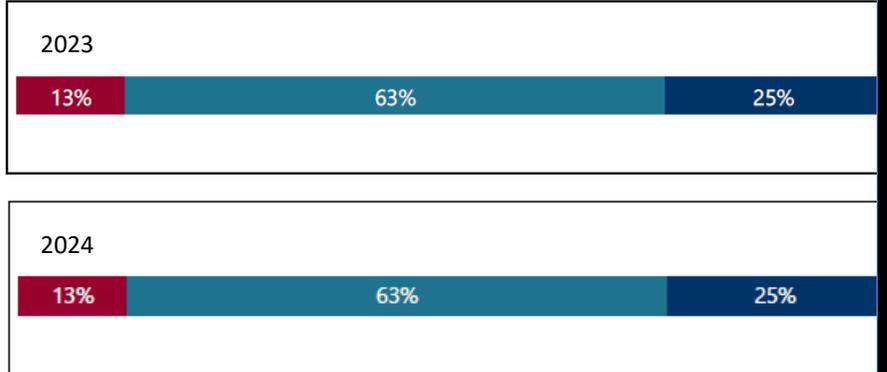


5: Teamwork & Synergy (con't)

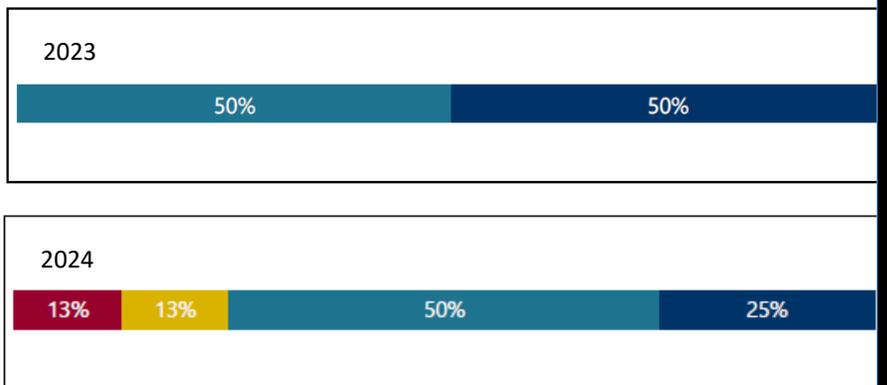


Our board...

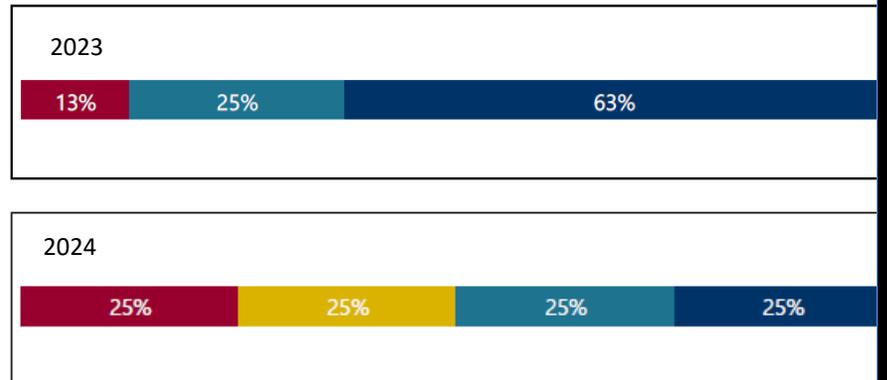
E. Respects viewpoints of individual board members.



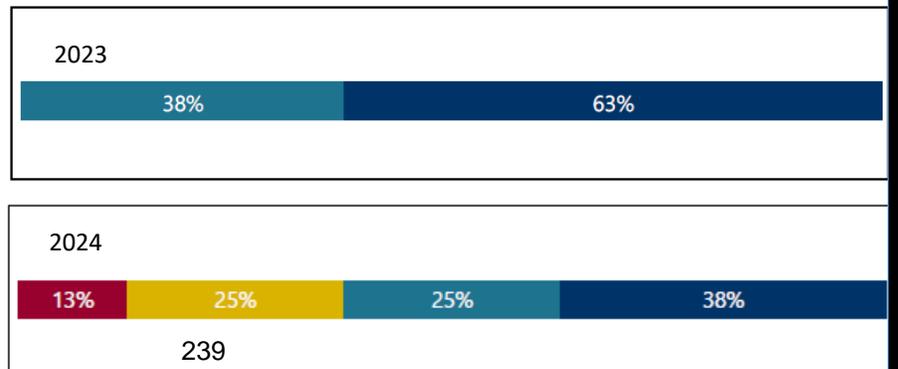
F. Honors decisions made by a majority of the board.



G. Works as a collaborative team together with the superintendent.



H. Honors the roles of the board officers.



Leander ISD Board Meeting Agenda Item Information

Meeting Date: August 8, 2024

Agenda Item:	Consider All Matters Incident and Related to the Issuance and Sale of “Leander Independent School District Unlimited Tax Refunding Bonds, Series 2024”, Including the Adoption of an Order Authorizing the Issuance of Such Bonds, Establishing Parameters for the Sale and Issuance of Such Bonds and Delegating Certain Matters to Authorized District Officials
Purpose:	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
Administrator Responsible:	Pete Pape, Ed.D., CPA, Chief Financial Officer and Blake Roberts, Director PFM Financial Advisor, LLC
Attachments:	Leander Independent School District Unlimited Tax Refunding Bonds, Series 2024 Presentation The Parameter of Bond Order

Background Information:

Administration and PFM as financial advisor have prepared a plan for the refunding and defeasance of Series 2014D Capital Appreciation Bonds (CABs) for debt service savings in 2024-2025.

Chapter 1371 of the Texas Government Code provides for the use of a delegation order in the issuance and refunding of bonded debt. A delegation order gives the named Authorized Officials authority to sell the bonds under parameters set by the order. A delegation order gives the District flexibility on when to enter the financial market and eliminates the need for called Board meetings to approve the sale.

The Ordinance submitted includes the following parameters:

- Names the Authorized Official(s) to approve the sale to be the President, Vice-President, or Secretary of the Board of Trustees, Superintendent, or Chief Financial Officer.
- Authorizes a not-to-exceed aggregate original principal amount of \$17,320,952.50.
- Establishes minimum net present value savings of 2.00% of refunded bond principal.
- Establishes a not-to-exceed final maturity of August 15, 2032.

Under the delegation order, the Authorized Officials may approve the issuance of refunding bonds only if the above parameters are met. The timing of the refunding will be dependent on market conditions and the completion of all the necessary documents to perform the refunding. Once the transaction has been completed, a report of the results will be delivered to the Board.

Delegating the sale of the bonds provides the district with greater flexibility as it relates to the timing of the bond sale. This flexibility is especially beneficial in the current market. If not delegated, the final pricing and sale of the bonds would be subject to Board approval at a regular or special board meeting. Thus, through delegation, pricing is based on current market conditions without having to coordinate the timing around a Board meeting. The missing elements within the documents are completed upon the closing of the sale.

Information regarding the details of the refunding and defeasance will be presented at the meeting.

Administrative Recommendation:

Administration recommends the Board of Trustees Adopt an Order Authorizing the Issuance of Leander Independent School District Unlimited Tax Refunding Bonds, Series 2024.

Sample Motion:

I move that the Board Adopt an Order Authorizing the Issuance of Leander Independent School District Unlimited Tax Refunding Bonds, Series 2024.



Leander Independent School District Unlimited Tax Refunding Bonds, Series 2024

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Pete Pape, Ed.D., CPA, Chief Financial Officer
Blake Roberts, Director PFM Financial Advisor, LLC



Plan of finance to authorize a refunding and defeasance of 2014D CABs for debt service savings in 2024/25

- LISD has made significant progress reduce its capital appreciation bond (CAB) debt
- CABs issued in 2014 (Series 2014D) become callable on August 15, 2024
- Estimated accreted value of 2014D CABs is \$43.3 million
- Paramaters order provides CFO and financing team flexibility to monitor market conditions and refund and defease callable 2014D CABs for savings if:
 - Minimum net present value savings of 2% of refunded bond principal / current estimated NPV savings of 3.7% / \$1.6 million
 - No extension of repayment (final maturity in 2032)
 - Achieves overall debt service savings
- Additional contribution of available I&S funds in FY 2025 (up to \$20 million) may be used for partial cash defeasance to reduce outstanding 2014D CABs

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2014D Premium Capital Appreciation Bonds (PCABS)						
Bond Series	Bond	Maturity Date	PCAB Yield	Original Issue Principal	Accreted Value*	
2014D	PCABS	8/15/2027	3.560%	\$ 1,513,050	\$ 3,548,751	
2014D	PCABS	8/15/2028	3.750%	3,712,615	8,982,644	
2014D	PCABS	8/15/2029	3.880%	3,676,678	9,168,791	
2014D	PCABS	8/15/2030	4.200%	3,241,245	8,219,295	
2014D	PCABS	8/15/2031	4.470%	2,844,858	7,314,710	
2014D	PCABS	8/15/2032	4.540%	2,332,507	6,143,208	
				\$ 17,320,953	\$ 43,377,400	

*As of September 24, 2024



LISD’s forward looking financing activities in 2024/25*

- LISD has \$550 million of voted bond authorization remaining from 2023, 2021 and 2017 elections
- Future Board action will be needed to authorize any new money bonds and potential refunding of 2015 CABs callable in August 2025

Leander ISD Potential Financing Activities – Discussion Draft High-Level Calendar												
12-Month Look Ahead												
	Aug-24	Sept-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	June-25	July-25
2024 Refunding & Defeasance <i>(2014D CABs – callable August 15, 2024)</i>												
FY 2023 Continuing Disclosure Filings												
Series 2025 New Money Bond Issuance <i>(Est. \$200MM - \$300MM)</i>												
Series 2025 Refunding / Defeasance <i>(2015A & 2015B CABs & CIBs – callable August 15, 2025)</i>												

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*All dates and financings are preliminary and subject to change and approval by Leander ISD Board of Trustees



LISD's outstanding debt profile

- S&P Rating: "AA" / Stable
- Fitch Rating: "AA+" / Stable (Upgraded on July 10, 2024 / Positive Outlook)

Bond Series	Principal Issued	Principal Outstanding	Final Maturity	Maturity Range	Earliest Call Date
U/L Tax Sch Bldg Bds Ser 2023	\$ 260,865,000	\$ 232,170,000	2/15/2048	2025 to 2048	2/15/2033
U/L Tax Ref Bds Ser 2023A	15,845,934	15,845,934	2/15/2034	2025 to 2034	2/15/2033
U/L Tax Sch Bldg Bds Ser 2022	127,235,000	127,235,000	8/15/2052	2024 to 2052	8/15/2031
U/L Tax Ref Bds Ser 2021B (Taxable)	109,107,081	106,527,944	8/15/2034	2034	8/15/2031
U/L Tax Ref Bds Ser 2021A	22,790,000	22,790,000	8/15/2034	2024 to 2034	8/15/2031
U/L Tax Sch Bldg Bds Ser 2020A	86,595,000	86,595,000	8/15/2050	2024 to 2044	8/15/2030
U/L Tax Ref Bds Ser 2020B	34,407,437	34,407,438	8/15/2045	2026 to 2045	8/15/2030
U/L Tax Ref Bds Ser 2020C (Taxable)	46,507,244	33,223,174	8/15/2044	2026 to 2050	8/15/2030
U/L Tax Ref Bds Ser 2019A	9,165,000	4,495,000	8/15/2040	2024 to 2040	8/15/2029
U/L Tax Ref Bds Taxable Ser 2019B	4,945,000	4,945,000	8/15/2040	2040	8/15/2029
U/L Tax Sch Bldg Bds Ser 2019C	85,360,000	65,485,000	8/15/2041	2024 to 2041	8/15/2024
U/L Tax Sch Bldg Bds Ser 2018A	73,270,000	53,410,000	8/15/2048	2024 to 2048	8/15/2027
U/L Tax Ref Bds Ser 2017A	53,725,000	23,115,000	8/15/2045	2024 to 2045	8/15/2026
U/L Tax Ref Bds Ser 2016A	190,508,363	160,460,517	8/15/2049	2024 to 2049	8/15/2017
U/L Tax Ref Bds Ser 2016	88,534,239	61,934,961	8/15/2036	2024 to 2036	2/15/2026
U/L Tax Ref Bds Ser 2015A	252,802,885	242,056,335	8/15/2042	2024 to 2042	8/15/2025
U/L Tax Ref Bds Ser 2015B	39,799,201	39,140,673	8/15/2034	2024 to 2034	8/15/2025
U/L Tax Ref Bds Ser 2014D	129,389,999	23,351,762	8/15/2032	2024 to 2032	8/15/2024
U/L Tax Ref Bds Ser 2013B	45,379,854	10,745,000	8/15/2024	2024	8/15/2023
	\$ 1,676,232,237	\$ 1,347,933,738			

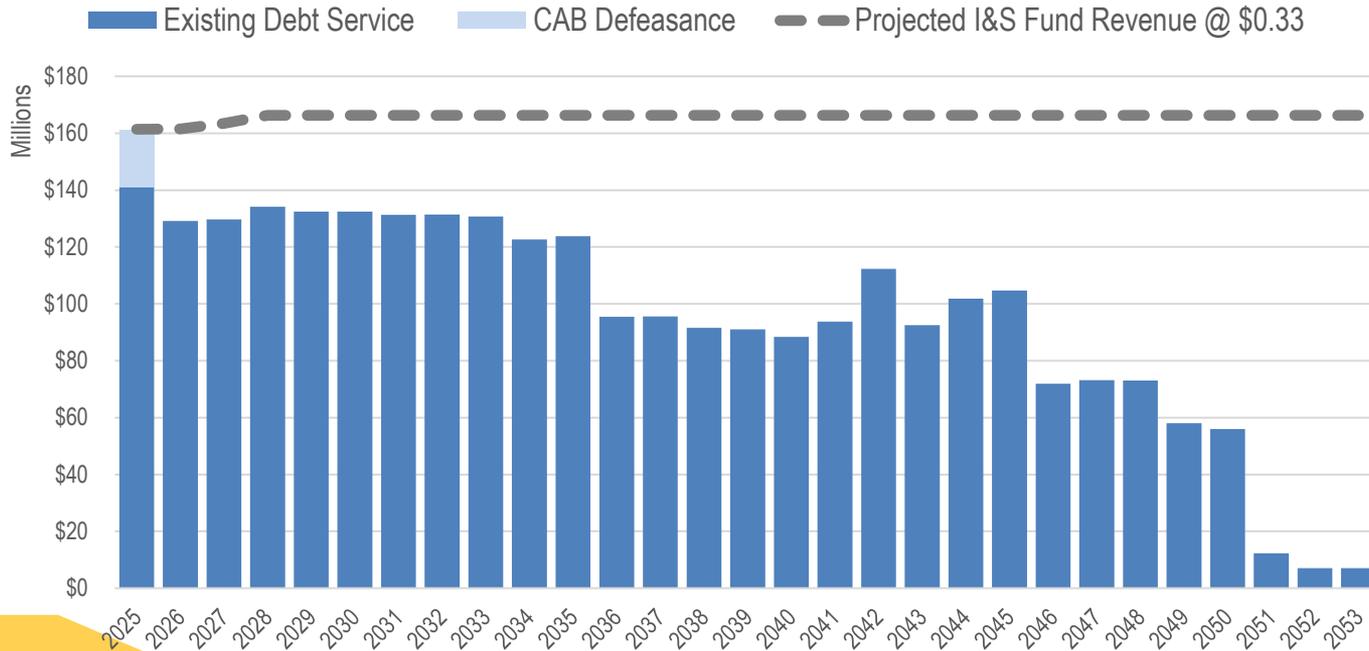
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LISD's existing debt service structure supports issuance of additional new money from 2023 bond package

LISD's Annual Debt Payments

6/30 FYE Basis



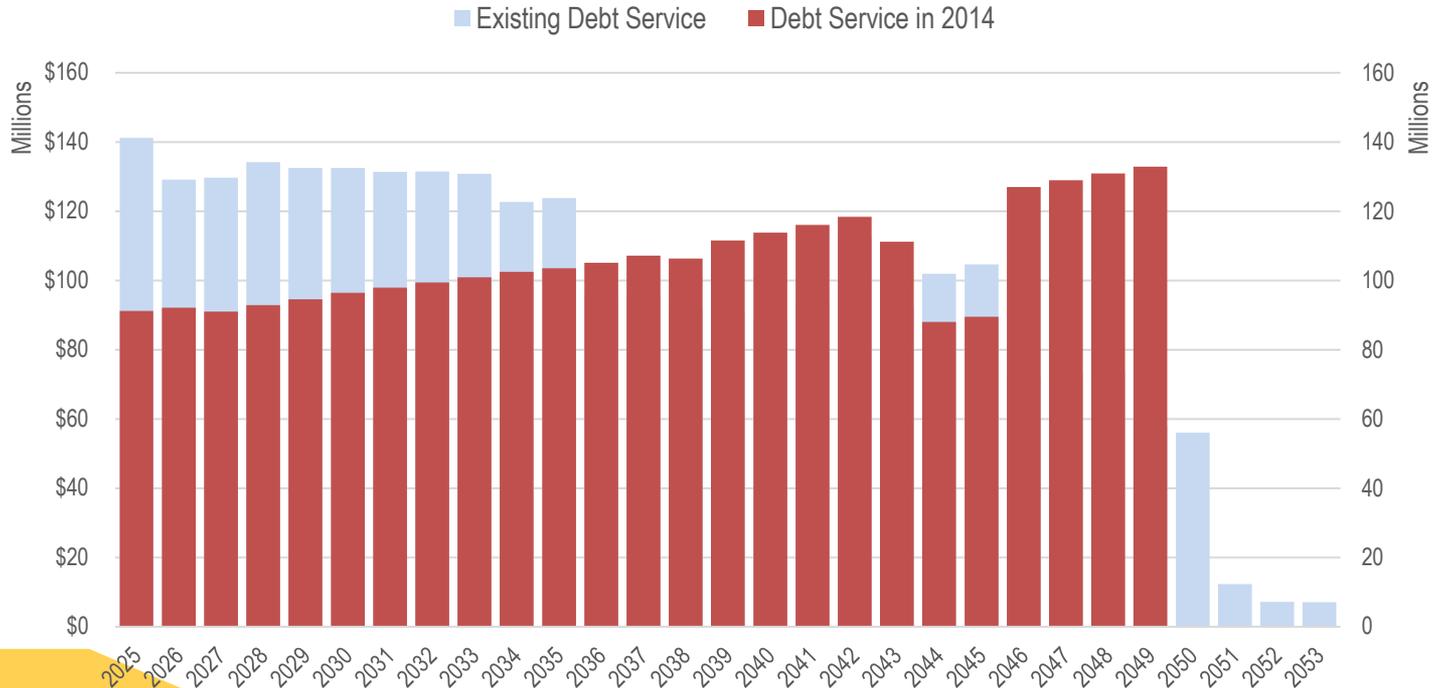
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LISD has re-shaped the trajectory of its debt service since 2014...

LISD's Annual Debt Payments vs 2014 Proforma

6/30 FYE Basis



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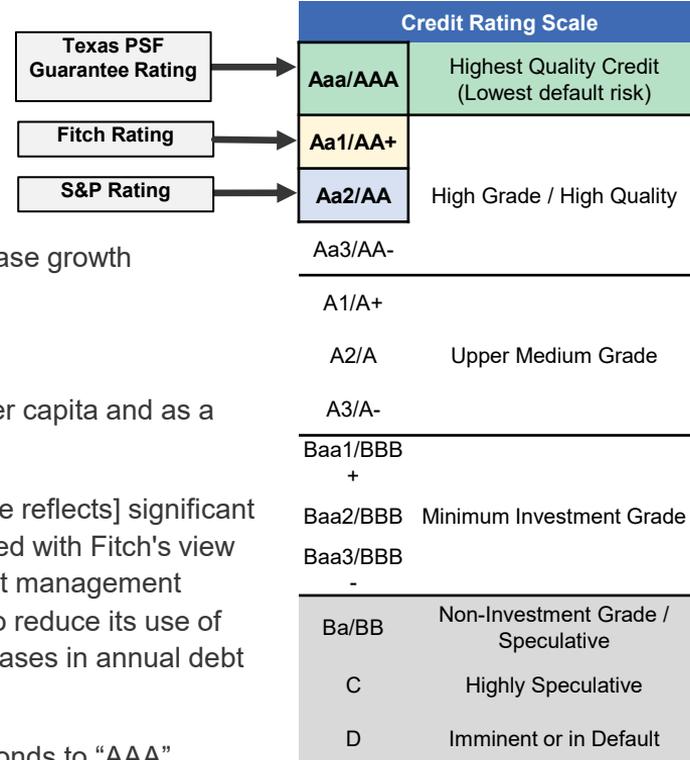
Interest rates down from recent peaks in fall of 2023, investors pricing in 25bps Fed rate cut in September 2024





LISD boasts strong AA+/AA bond ratings...

- ◆ Most recent bond ratings from S&P and Fitch
 - Fitch – “AA+” / Positive (upgraded in 2024)
 - S&P – “AA” / Stable
- ◆ Summary of Key Rating Factors
 - Very strong economic metrics, including tax base growth
 - Favorable location near the Austin metro area
 - Maintenance of very strong reserves
 - Slow amortization and high overall net debt per capita and as a percent of market value
- ◆ From Fitch’s 2021 rating upgrade – “[the upgrade reflects] significant decline in the district’s long-term liability combined with Fitch’s view that there has been marked improvement in debt management practices. Fitch expects the district to continue to reduce its use of capital appreciation bonds (CABs) to defer increases in annual debt service.”
- ◆ PSF approval enhances ratings on most LISD bonds to “AAA”





LISD tax rate proforma's assuming 2014D refinancing/defeasance and \$250 million new money issuance in 2025

Leander Independent School District										
Bond Capacity Tax Rate Impact Analysis										
<i>As of July 23, 2024</i>										
1	2	3	4	5	6	7	8	9	10	11
FYE 30-Jun Basis	Existing Debt Service	<i>ESTIMATED*</i> 2024/25	<i>ESTIMATED*</i> \$250,000,000 Unlimited Tax School Bldg Bds, Ser 2025			Future Bond Debt Service	Frozen Net Taxable Assessed Value	TAV Growth Rate	I&S Tax Rate	Estimated I&S Fund Revenue
		Defeasance/ Refunding Savings	Principal	Interest	Debt Service					
2025	\$ 141,174,481	(20,069,712)				\$ 161,244,193	\$ 41,199,817,157	7.11%	\$ 0.33000	\$ 161,244,193
2026	129,099,106	(985,960)	5,805,000	10,625,000	16,430,000	146,515,066	42,023,813,500	2.00%	0.33000	161,316,203
2027	129,718,356	(1,105,750)	6,050,000	10,378,288	16,428,288	147,252,393	42,864,289,770	2.00%	0.33000	163,316,284
2028	134,155,231	2,063,750	6,310,000	10,121,163	16,431,163	148,522,643	43,721,575,566	2.00%	0.33000	166,096,244
2029	132,467,856	5,457,125	6,575,000	9,852,988	16,427,988	143,438,718	43,721,575,566	0.00%	0.33000	166,096,244
2030	132,487,531	5,818,250	6,855,000	9,573,550	16,428,550	143,097,831	43,721,575,566	0.00%	0.33000	166,096,244
2031	131,348,581	5,521,625	7,145,000	9,282,213	16,427,213	142,254,168	43,721,575,566	0.00%	0.33000	166,096,244
2032	131,441,854	5,212,625	7,450,000	8,978,550	16,428,550	142,657,779	43,721,575,566	0.00%	0.33000	166,096,244
2033	130,789,672	4,603,750	7,765,000	8,661,925	16,426,925	142,612,847	43,721,575,566	0.00%	0.33000	166,096,244
2034	122,633,958		8,095,000	8,331,913	16,426,913	139,060,870	43,721,575,566	0.00%	0.33000	166,096,244
2035	123,809,997		8,440,000	7,987,875	16,427,875	140,237,872	43,721,575,566	0.00%	0.33000	166,096,244
2036	95,441,245		8,800,000	7,629,175	16,429,175	111,870,420	43,721,575,566	0.00%	0.33000	166,096,244
2037	95,593,645		9,175,000	7,255,175	16,430,175	112,023,820	43,721,575,566	0.00%	0.33000	166,096,244
2038	91,608,895		9,565,000	6,865,238	16,430,238	108,039,133	43,721,575,566	0.00%	0.33000	166,096,244
2039	91,047,745		9,970,000	6,458,725	16,428,725	107,476,470	43,721,575,566	0.00%	0.33000	166,096,244
2040	88,387,545		10,395,000	6,035,000	16,430,000	104,817,545	43,721,575,566	0.00%	0.33000	166,096,244
2041	93,756,668		10,835,000	5,593,213	16,428,213	110,184,880	43,721,575,566	0.00%	0.33000	166,096,244
2042	112,301,575		11,295,000	5,132,725	16,427,725	128,729,300	43,721,575,566	0.00%	0.33000	166,096,244
2043	92,545,785		11,775,000	4,652,688	16,427,688	108,973,473	43,721,575,566	0.00%	0.33000	166,096,244
2044	101,889,235		12,275,000	4,152,250	16,427,250	118,316,485	43,721,575,566	0.00%	0.33000	166,096,244
2045	104,641,105		12,800,000	3,630,563	16,430,563	121,071,668	43,721,575,566	0.00%	0.33000	166,096,244
2046	71,918,250		13,340,000	3,086,563	16,426,563	88,344,813	43,721,575,566	0.00%	0.33000	166,096,244
2047	73,143,800		13,910,000	2,519,613	16,429,613	89,573,413	43,721,575,566	0.00%	0.33000	166,096,244
2048	73,108,750		14,500,000	1,928,438	16,428,438	89,537,188	43,721,575,566	0.00%	0.33000	166,096,244
2049	58,040,950		15,115,000	1,312,188	16,427,188	74,468,138	43,721,575,566	0.00%	0.33000	166,096,244
2050	56,021,050		15,760,000	669,800	16,429,800	72,450,850	43,721,575,566	0.00%	0.33000	166,096,244
2051	12,348,025		-	-	-	12,348,025	43,721,575,566	0.00%	0.33000	166,096,244
2052	7,133,000		-	-	-	7,133,000	43,721,575,566	0.00%	0.33000	166,096,244
2053	7,123,750		-	-	-	7,123,750	43,721,575,566	0.00%	0.33000	166,096,244
	\$ 2,765,177,640	\$ 6,515,703	\$ 250,000,000	\$ 160,714,813	\$ 410,714,813	\$3,169,376,750				

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*Preliminary, subject to change.



**ORDER
AUTHORIZING THE ISSUANCE OF**

**LEANDER INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS, SERIES 2024**

Adopted: August 8, 2024

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AN ORDER authorizing the issuance of “Leander Independent School District Unlimited Tax Refunding Bonds, Series 2024”; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of such Bonds, including establishing procedures and delegating matters to an authorized District official; and resolving other matters incident and related thereto

WHEREAS, the Board of Trustees (the “Board”) of the Leander Independent School District (the “District”) has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the District payable from ad valorem taxes of the issue or series identified in **Schedule I** attached hereto (together hereinafter called the “Refundable Bonds”); and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the bonds to be refunded, or other authorized depository, and such deposit, when made in accordance with such statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the bonds to be refunded; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Chapters 1207 and 1371, Texas Government Code, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued, negotiate the terms of sale thereof and to select the specific maturities (whole or part) of the Refundable Bonds to be refunded; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to refund all or part of the Refundable Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in one or more pricing certificates (each, a “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Texas Government Code, Chapters 1207 and 1371, as amended; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE LEANDER INDEPENDENT SCHOOL DISTRICT:

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued, in one or more taxable or tax-exempt series, in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “LEANDER INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2024” and/or any additional or different designation as specified in the applicable Pricing Certificate (herein referred to as the “Bonds”), for the purpose of (i) providing funds for the discharge and final payment of all or part of the Refundable Bonds (those Refundable Bonds actually refunded, as identified in the applicable Pricing Certificate, are referred to herein as the “Refunded Bonds”) and (ii) to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207

and 1371, as amended. The Bonds shall be dated (the “Bond Date”) as provided in the applicable Pricing Certificate.

SECTION 2: Fully Registered Interest Paying/Non-Interest Paying Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and as either or both “Current Interest Bonds” (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and “Capital Appreciation Bonds” (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Bonds. Current Interest Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details of the Current Interest Bonds as set forth in the applicable Pricing Certificate.

Current Interest Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Current Interest Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

(b) Capital Appreciation Bonds. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall each be issued in Maturity Amounts (the “Accreted Value” [as hereinafter defined] at maturity) of \$5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered “CAB-” and numbered consecutively from one (1) upward, and the original principal amounts of the Capital Appreciation Bonds, shall accrue interest at the interest rate(s) stated in the applicable Pricing Certificate, and shall become due and payable on a date certain in each of the years (the “Stated Maturities”) in the Maturity Amounts set forth in the applicable Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date of delivery of the Bonds to the initial purchasers, and be compounded semiannually in each year on the dates (the “Compounding Dates”), and commencing on the date, set forth in the applicable Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accrued interest on Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term “Accreted Value”, as used herein with respect to Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the applicable Pricing Certificate therefor and, with respect to each \$5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the applicable Pricing Certificate and in the Official Statement referred to in the applicable Pricing Certificate. For any day other than a Compounding Date, the Accreted

Value of a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Texas Government Code, Chapters 1207 and 1371, as amended, each of the President, Vice President and Secretary of the Board, Superintendent of Schools and the Chief Financial Officer of the District, each acting individually (each, the “Pricing Officer”), is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Order, including selecting the specific maturities (whole or part) of the Refundable Bonds to be refunded, determining the aggregate original principal amount of each series of the Bonds, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued as taxable or tax-exempt bonds, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds of each series will mature, the principal amount to mature in each of such years, the rate or rates of interest to be borne by each such maturity, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Texas Government Code, Chapter 1207, as amended, and all other matters relating to the issuance, sale, and delivery of each series of Bonds, including any modification of the continuing disclosure undertaking contained in Section 35 hereof, all of which shall be specified in the applicable Pricing Certificate; provided that:

- (i) the aggregate original principal amount of all Bonds issued hereunder shall not exceed \$17,320,952.50;
- (ii) the refunding must produce present value savings of at least 2.00%;
- (iii) the maximum maturity date for the Bonds issued hereunder shall not exceed August 15, 2032.

The execution of the applicable Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined).

(b) In establishing the aggregate principal amount of each series of Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which such series of Bonds are authorized and to pay costs of issuing such series of Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to 365 days from the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the

“Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

In each Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for the applicable series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver a Paying Agent/Registrar Agreement in connection with the delivery of each series of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the applicable series of Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the applicable series of Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the applicable Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on a Capital Appreciation Bond shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Bond shall be paid by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the applicable Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date on the Current Interest Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for

the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder of the Current Interest Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like series, of like kind (Current Interest Bonds or Capital Appreciation Bonds), maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity, of like series, and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of like series of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Bonds,” evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Bonds” shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement, and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”) relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold such Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the District by the President or Vice President of the Board under its seal reproduced or impressed thereon and attested by the Secretary of the Board. The signature of such officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed

to be duly executed on behalf of the District, regardless of whether such individuals are no longer officers at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and Capital Appreciation Bonds) as specified in the applicable Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the applicable Pricing Certificate and numbered TR-1, and/or (ii) a single, fully registered Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided, in the applicable Pricing Certificate and numbered TCAB-1 (hereinafter collectively called the “Initial Bonds”) and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like series, of like kind, and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms. (a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in **Exhibit B** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the applicable Pricing Certificate. The Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund and any

reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling terms of the applicable series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

SECTION 10: Levy of Taxes. To provide for the payment of each series of the Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on each series of the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of each series of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Bonds while Outstanding (hereinafter defined); full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of each series of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in the "SPECIAL SERIES 2024 UNLIMITED TAX REFUNDING BOND FUND" (the "Interest and Sinking Fund"), or such other designation as specified in the applicable Pricing Certificate, to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of each series of the Bonds.

PROVIDED, however, in regard to any payment to become due on a series of Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the applicable series of Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date.

The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Texas Education Code, Section 45.0031, as amended, with respect to the issuance of a series of Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on such series of Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with such Section 45.0031. Furthermore, in the event the District receives state assistance for a series of Bonds under Texas Education Code, Chapter 46, as amended, and while such assistance or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for such series of Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor

program, for such series of Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the applicable Interest and Sinking Fund.

The President, Vice President, and Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for each series of Bonds, from funds on deposit in the applicable Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of each series of Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for each applicable series of Bonds.

SECTION 11: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, of like series, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the applicable series of Bonds, at the times and in the manner stipulated in this Order and the applicable Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an

authorized escrow agent, or (ii) Government Securities (as hereinafter defined) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the applicable series of Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the applicable series of Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the applicable Pricing Certificate, the term “Government Securities” means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of a series of Bonds, to call for redemption, at an earlier date, those Bonds of a series which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds of such series for redemption; (ii) gives notice of the reservation of that right to the owners of the applicable series of Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Order a Contract - Amendments - Outstanding Bonds. This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the Holders from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 35 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provision in the applicable Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount (with respect to Current Interest Bonds) and/or Maturity Amount (with respect to Capital Appreciation Bonds) of the applicable series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order or any provision in the applicable Pricing Certificate; provided that, without the consent of all Holders of any affected series of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Order with respect to a series of Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status. The provisions of this Section 14 apply only to the extent the Bonds are issued as tax-exempt bonds.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of

any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President, Vice President, and Secretary of the Board, Superintendent of Schools, and the Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued, and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds issued for refunding purposes are a current refunding in that the Refunded Bonds will be paid or redeemed within ninety (90) days of the date of the delivery of the Bonds.

SECTION 15: Sale of Bonds – Official Statement. The Bonds authorized by this Order may be sold by the District to the purchaser(s) identified in the applicable Pricing Certificate (herein referred to as the “Purchasers”) by (i) negotiated sale, in accordance with a bond purchase agreement (the “Purchase Contract”), (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchasers in the applicable Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the District and as the act and deed of this Board.

With regard to such terms and provisions of the Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;

3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the District's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the District to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the District under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the District;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of this Board.

The President and Secretary of the Board, and the Pricing Officer, are further authorized and directed to execute and deliver for and on behalf of the District copies of a Preliminary Official Statement and an Official Statement, prepared in connection with the offering of each series of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by such officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Refunded Bonds.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amount set forth in each applicable Pricing Certificate, are called for redemption on the first date such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the applicable Pricing Certificate at the price of par plus accrued interest to the redemption date with respect to the Refunded Bonds issued as current interest bonds or at the price of the accreted value thereof as of the redemption date with respect to the Refunded Bonds issued as capital appreciation bonds, and notices of such redemption shall be given in accordance with the applicable provisions of the order(s) adopted by the Board which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Bonds in substantially the form(s) set forth as an exhibit to the applicable Pricing Certificate, to

the paying agent/registrars for Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

(b) The paying agent/registrars for Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the order(s) authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date therefor, including making a lot selection with respect to the redemption of any partial maturities of the Refunded Bonds.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 17 of this Order and by the Pricing Officer.

SECTION 17: Escrow Agreement. To the extent required in connection with the issuance of a series of the Bonds, an escrow agreement which evidences the receipt of refunding bond proceeds (the “Escrow Agreement”) shall be attached to the applicable Pricing Certificate. Such Escrow Agreement is hereby authorized and shall be finalized and executed by the Pricing Officer for and on behalf of the District and as the act and deed of this Board. The Escrow Agreement as executed by such Pricing Officer shall be deemed approved by the Board and constitute the Escrow Agreement herein approved. In addition, the applicable Pricing Certificate shall identify an escrow agent (the “Escrow Agent”) necessary for the refunding of the Refunded Bonds. With regard to the finalization of certain terms and provisions of the Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the applicable Escrow Fund; and
3. The Escrow Agent’s compensation, administration of the applicable Escrow Fund, and the settlement of any paying agents’ charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement (the “Escrowed Securities”) and the delivery thereof to the Escrow Agent on the day of delivery of a series of the Bonds to the Purchasers for deposit to the credit of the “LEANDER INDEPENDENT SCHOOL DISTRICT SERIES 2024 UNLIMITED TAX REFUNDING BOND ESCROW FUND” (the “Escrow Fund”), or such other designation as specified in the applicable Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Order, the applicable Pricing Certificate, and the Escrow Agreement. At the written direction of the District, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and enter into any associated contract with a provider of Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the

amounts specified in a verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Bonds when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the District's best interest, the Pricing Officer is authorized to provide such written direction of the District to the Escrow Agent and sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement from time to time.

To the extent an Escrow Agreement is not required in connection with the issuance of the Bonds, the Pricing Officer is authorized to enter into a deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds with the paying agent for the Refunded Bonds. The deposit letter agreement or such other comparable document as executed by the Pricing Officer shall be deemed approved by the Board and constitute the agreement herein approved.

SECTION 18: Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the President and Vice President of the Board, the Superintendent of Schools, the Chief Financial Officer and all other officers of the District, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the District and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchasers and, together with the District's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 19: Proceeds of Sale. Immediately following the delivery of each series of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Bonds for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds shall be disbursed for payment of costs of issuance or deposited in the applicable Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the District or its Financial Advisor.

Additionally, the Pricing Officer shall determine the amount of any District contribution to the refunding from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds.

SECTION 20: Notices to Holders-Waiver. Wherever this Order or the applicable Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order or the applicable Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

SECTION 22: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of a series of Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such series of Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for such series of Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the applicable series of Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the applicable series of Bonds. The Board confirms the engagement of Norton Rose Fulbright US LLP as Bond Counsel to the District.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: Further Procedures. Any one or more of the President and Vice President of the Board, the Superintendent of Schools, the Chief Financial Officer and all other officers of the District are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the

name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President and Vice President of the Board, the Superintendent of Schools, the Chief Financial Officer or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 25: Benefits of Order. Nothing in this Order or any Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any Pricing Certificate or any provision hereof, this Order and each Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

SECTION 26: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or a Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 27: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 28: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 30: Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31: Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 32: Permanent School Fund Guarantee. Each series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the “Permanent School Fund” created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the “Commissioner”) for the applicable series of the Bonds to be, subject to compliance with the Texas Education Agency’s rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Texas Education Code, Subchapter C of Chapter 45, as amended.

In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds of a series are eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(i) Immediately following a determination of the District’s inability to pay any principal payment or interest installment, on the applicable series of Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (a) the District’s inability to pay, all or any portion, of the principal amount or interest installment of one or more of Bonds of the applicable series, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds of the applicable series which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the applicable series of Bonds, (d) the date when funds for the payment of the Bonds of such series or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(ii) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(iii) If the District fails to pay the principal of and interest on any Bond of the applicable series and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Texas Education Code, Section 45.059(b), as amended, shall prevail, to the extent of conflict, over the provisions of Section 21 hereof, and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(iv) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the applicable series of Bonds.

(v) Written notice advising of the defeasance of the applicable series of Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the applicable series of Bonds, and such defeasance shall cause the guarantee of the applicable series of Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 33: Bond Insurance. Each series of Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of Bonds and make the determination of the provisions of any commitment therefor.

SECTION 34: Credit Enhancement. Each series of the Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program, Texas Education Code, Section 45.251, et seq. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

SECTION 35: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the applicable Pricing Certificate that an undertaking is not required pursuant to the Rule.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. To the extent specified in the applicable Pricing Certificate, the District shall provide annually to the MSRB (1) within six months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, when and if available, but in any case within twelve months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate. If audited financial statements are not available by the required time, the District will provide unaudited

financial statements of the type included in the applicable Official Statement by the required time and audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the applicable Pricing Certificate, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet website or filed with the SEC.

(c) Notice of Certain Events. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds while, but only while, the District remains an “obligated person” with respect to the applicable series of Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an “obligated person”.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly

provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 36: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 37: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this August 8, 2024.

LEANDER INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(District Seal)

SCHEDULE I

LIST OF REFUNDABLE BONDS

- Unlimited Tax Refunding Bonds, Series 2014D

EXHIBIT A
FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2024 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the Leander Independent School District (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "_____" (the "Securities"), dated _____, and such Securities are to be issued in fully registered form only and in part as "Current Interest Bonds" (bonds paying interest at stated intervals on and prior to the Stated Maturities) and in part as "Capital Appreciation Bonds" (bonds paying no interest prior to their Stated Maturity); such Securities scheduled to be delivered to the initial purchasers on or about _____; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Current Interest Bonds and the Maturity Amount (the original principal amount with accrued and compounded interest thereon) with respect to Capital Appreciation Bonds as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated

officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document (i) the principal of a Current Interest Bond is scheduled to be due and payable and (ii) the Maturity Amount of a Capital Appreciation Bond is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” “Current Interest Bonds”, “Capital Appreciation Bonds” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Current Interest Bond and Maturity Amount of each Capital Appreciation Bond at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Current Interest Bond when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Current Interest Bonds (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Current Interest Bonds and the Maturity Amounts of the Capital Appreciation Bonds on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Current Interest Bonds and Maturity Amount of the Capital Appreciation Bonds to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security

Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such

paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and

records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____

Title: _____

Address: _____

LEANDER INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Attest:

Secretary, Board of Trustees

ANNEX A
FEE SCHEDULE

EXHIBIT B

FORMS

(a) Form of Definitive Bonds.

[CURRENT INTEREST BONDS]

REGISTERED
NO. R- _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
LEANDER INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2024

Bond Date: _____ Interest Rate: _____ Stated Maturity: _____ CUSIP NO: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The Leander Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the Counties of Travis and Williamson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the “Registration Date” of this Bond appearing below (unless this Bond bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying

Agent/Registrar at the close of business on the “Record Date,” which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the “Bonds”) for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the “Order”). [The Bonds are issued in part as “Current Interest Bonds”, which total in principal amount \$_____ and pay accrued interest at stated intervals to registered owners and in part as “Capital Appreciation Bonds”, which total in original principal amount \$_____ and pay no accrued interest prior to their Stated Maturities.]

[The Bonds maturing on the dates hereinafter identified (the “Term Bonds”) are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__		Term Bonds Due _____, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	\$ _____	_____, 20__	\$ _____
	Term Bonds Due _____, 20__		
	<u>Redemption Date</u>	<u>Principal Amount</u>	
	_____, 20__	\$ _____	
	_____, 20__	\$ _____	

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price

not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Current Interest Bonds maturing on and after _____, 20__ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Current Interest Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Current Interest Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the

payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

LEANDER INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

[CAPITAL APPRECIATION BONDS]

REGISTERED
NO. CAB-_____

REGISTERED
MATURITY AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
LEANDER INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2024

Bond Date: _____ Stated Yield: _____% Stated Maturity: _____ CUSIP NO: _____

Registered Owner:

Maturity Amount: _____ DOLLARS

The Leander Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the Counties of Travis and Williamson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Bond represents the accretion of the original principal amount of this Bond (including the initial premium, if any, paid herefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on _____, and semiannually thereafter on _____ and _____. A table of the “Accreted Values” per \$5,000 “Accreted Value” at maturity is printed on this Bond or attached hereto. The term “Accreted Value”, as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the “Bonds”) for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the “Order”). The Bonds are issued in part as “Current Interest Bonds”, which total in principal amount \$_____ and pay accrued interest at stated intervals to registered owners and in part as “Capital Appreciation Bonds”, which total in original principal amount \$_____ and pay no accrued interest prior to their Stated Maturities.

The Capital Appreciation Bonds maturing on and after _____ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in Maturity Amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States mail, first-class, postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do

not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

LEANDER INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one.

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
THE STATE OF TEXAS (REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(e) The Initial Bonds for the Current Interest Bonds and the Capital Appreciation Bonds shall be in the respective forms set forth therefor in paragraph (a) of this Section, except as follows:

[Current Interest Initial Bond]

Heading and paragraph one shall be amended to read as follows:

NO. TR-1 \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
LEANDER INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2024

Bond Date:
_____, 2024

Registered Owner:

Principal Amount:

The Leander Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the Counties of Travis and Williamson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the “Paying Agent/Registrar”), upon presentation and surrender, at its designated offices in _____ (the “Designated Payment/Transfer Office”). Interest is payable to the registered owner of this Bond whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond

shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

[Capital Appreciation Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED	MATURITY AMOUNT
NO. TCAB-1	\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
LEANDER INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2024

Bond Date:
_____, 2024

Registered Owner:

Maturity Amount:

The Leander Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the Counties of Travis and Williamson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on _____ in each of the years and in installments in accordance with the following schedule:

<u>Year of</u>	<u>Installment</u>	<u>Stated</u>
<u>Maturity</u>	<u>Maturity</u>	<u>Yield(s)</u>
	<u>Amount</u>	

(Information to be inserted from Pricing Certificate).

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers (_____) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the respective Stated

Yields and compounding on _____, and semiannually thereafter on each _____ and _____. A table of the “Accreted Values” per \$5,000 “Accreted Value” at maturity is attached to this Bond. The term “Accreted Value”, as used herein, means the original principal amount of this Bond plus premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount of this Bond are payable in the years of maturity to the registered owner hereof, without exchange or collection charges, by _____ (the “Paying Agent/Registrar”), upon presentation and surrender, at its designated offices in _____ (the “Designated Payment/Transfer Office”), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Discussion of an Ordinance Adopting the 2024 Property Tax Rate
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Pete Pape, Ed.D., CPA, Chief Financial Officer
Action Requested (future meeting): August 22, 2024
Attachments: Leander ISD 2024-2025 Tax Rate Discussion Presentation

Background Information:

The Texas Property Tax Code, Section 26.05(a), requires the Board of Trustees to adopt a tax rate by written ordinance, resolution, or order in a public meeting before the latter of September 30 or the 60th day after the date the certified tax roll is received by the taxing unit. The Williamson and Travis County tax offices require that the district provide the adopted tax rates by September 15, to allow adequate time to produce tax bills. Prior to adopting a budget or tax rate, the Board of Trustees must schedule a meeting to discuss and adopt the budget and publish notice of that meeting at least 10 days, but no more than 30 days, prior to that meeting.

The “Notice of Public Meeting to Discuss Budget and Proposed Tax Rate” was published in the Hill Country Newspaper on June 13, 2024, and Four Points Newspaper on June 23, 2024, with a proposed tax rate of \$1.0869. The Public Hearing on the 2024-25 Proposed Budget and Tax Rate and Board meeting to adopt the budget was held on [June 27, 2024](#). The tax rate being considered does not exceed the \$1.0869 published rate; therefore, the law allows the district to adopt the tax rate without re-publishing the notice and conducting another hearing. The 2024 tax rate is scheduled to be adopted by the Board of Trustees on August 22, 2024.

There are several different tax rate calculations necessary in adopting the tax rate. Those rates are described below as well as the action that is triggered if the adopted rate exceeds a particular rate.

Maximum Compressed Tax Rate (MCR)	Provided by TEA based on property value growth	The portion of the tax rate to fund Tier I.
No New Revenue Rate	Required for Truth in Taxation	The tax rate that produces the same property tax revenue in the coming year as the prior year if applied to the same properties (taxed in both years). When appraisal values increase, the NNR tax rate should decrease.
Voter-Approval Rate	Maximum rate that can be adopted without triggering a Voter Approved Tax Ratification Election (VATRE)	Compressed rate plus greater of \$.05 or Tier 2 pennies from prior year plus current debt rate
Rate to Maintain	Required for Notice of Public Meeting to Discuss Budget and Proposed Tax Rate	The M&O rate that, when applied to the district’s current taxable value, would impose taxes in an amount that, when added to the district’s state funds would provide the same amount of M&O taxes and state funds per student for the applicable year that was available to the district in the preceding year plus the current debt rate.
No New Revenue M&O Rate	Determines required language in Ordinance and Motion	<i>Required, but not defined for school districts in the original legislation.</i> Subsequent legislation in the 88 th session defined the NNR M&O Rate as the Chapter 44, Education Code’s “Rate to Maintain” and was effective January 1, 2024.

In accordance with Tax Code, Section 26.05(b) and Board Policy CCG (Legal), specific language must be included in the Ordinance and the Board Motion and posted on the district’s website in conjunction with the tax rate adoption. This is true even if the M&O tax rate is lower than the prior year’s rate. The font size and capitalization of the statements are prescribed by law.

If the adopted rate will exceed the no new revenue M&O rate:	
Required Motion:	“I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate.”
Ordinance Language:	“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE” and “THE TAX RATE WILL EFFECTIVELY BE RAISED BY ___ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$ ____.”
Supermajority Required:	60% of members of the board must vote in favor to set a rate that exceeds the sum of the No-new-revenue M&O rate and the current debt rate.
Website Language:	“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE” and “THE TAX RATE WILL EFFECTIVELY BE RAISED BY ___ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$ ____.”
If the adopted rate will impose an amount of M&O taxes that exceeds the amount imposed for that purpose in the preceding year:	
Ordinance and Website Language:	“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE”

The Local Value Property Survey has been submitted to TEA, and we anticipate the certified district MCR rate to be \$0.6169. The addition of the 8 gold and 6 copper pennies brings the proposed M&O tax rate to \$0.7569. The proposed I&S tax rate is \$0.3300, and any surplus collections will be used for the early retirement debt. The presentation attached shows the tax rates used in preparing the 2024-2025 budget, the proposed tax rates, and the impact of the proposed tax rates on the average taxable value of a residence. The total proposed tax rate is \$1.0869 which reflects a reduction in the total tax rate of \$0.0218.

The Wilco Tax Office is currently calculating the district’s No New Revenue and Voter Approval rates. Once those calculations are received, the required language will be determined and included in the Ordinance and Motion brought forward for adoption of the tax rate on August 22.

Administrative Recommendation:

N/A

Sample Motion:

N/A



DISCUSSION OF AN ORDINANCE ADOPTING THE 2024 PROPERTY TAX RATE

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August 8, 2024

Pete Pape, Ed.D., CPA, Chief Financial Officer

Property Tax Relief

88th Legislative Session

MCR
Compressed
\$0.1659

Homestead
Exemption
increased to
\$100K

2024-2025 Current Law

MCR
Compressed
\$0.0218

Homestead
Exemption
remains at
\$100K

89th Legislative Session

January 2025

Property Tax
Relief
Continued...

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Balancing Rising Property Values

Fiscal Year	Tax Year	MCR	Compression	Homestead Exemption
2019-20	2019	\$ 0.9300	\$ (0.0700)	\$ 25,000
2020-21	2020	\$ 0.9134	\$ (0.0166)	\$ 25,000
2021-22	2021	\$ 0.8220	\$ (0.0914)	\$ 25,000
2022-23	2022	\$ 0.8046	\$ (0.0174)	\$ 40,000
2023-24	2023	\$ 0.6387	\$ (0.1659)	\$ 100,000
2024-25	2024	\$ 0.6169	\$ (0.0218)	\$ 100,000

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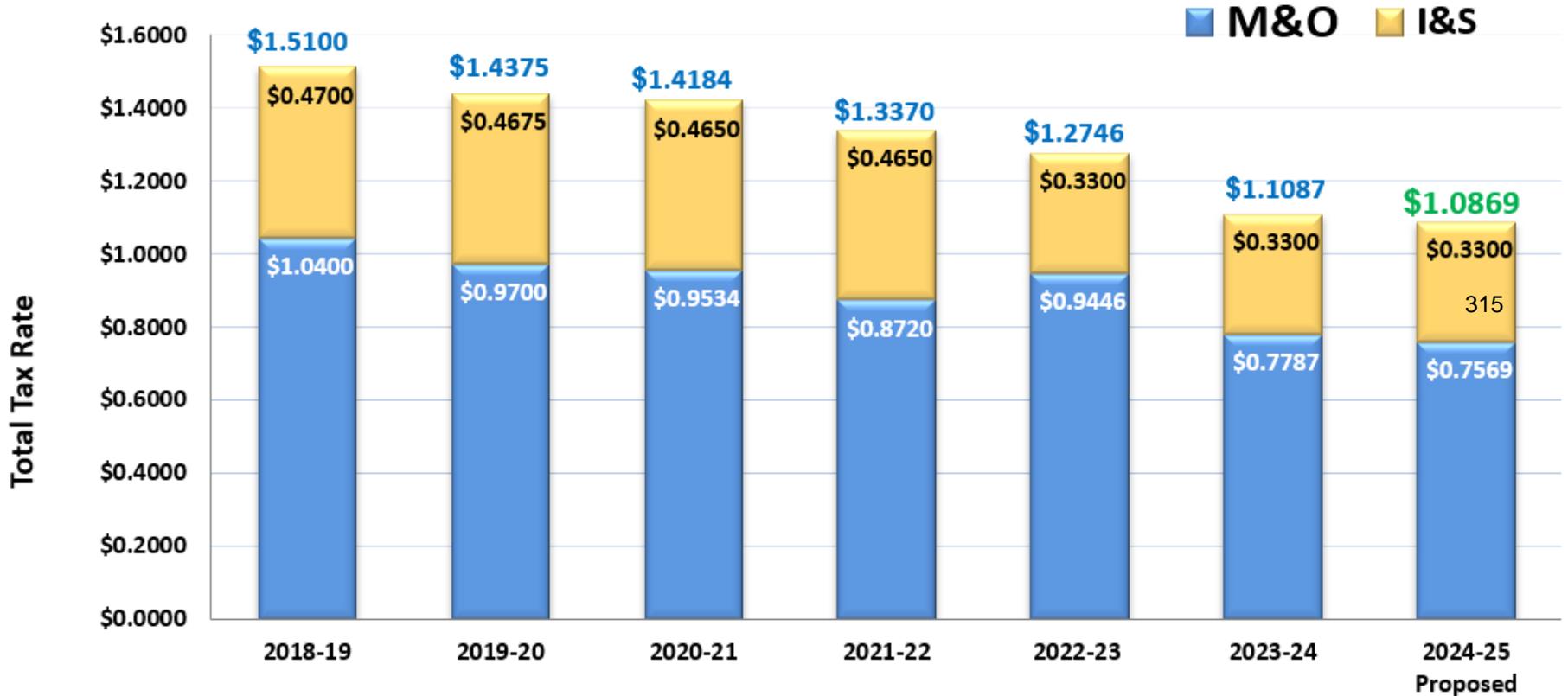
- Sixth year of compression on the Maximum Compressed Rate (MCR) portion of the M&O tax rate
- MCRs determined by TEA
- Increasing Homestead Exemption

Tax Rate Comparison

		April Prelim Certified Estimate		July Certified			
		7.46%		7.11%			
		2024					
		Budget Notice		Proposed			
		2023 Adopted					
M&O Tax Rate							
Tier I MCR (determined by TEA)	\$	0.6387	\$	0.6169	\$	0.6169	
Tier II Golden Pennies		0.0800		0.0800		0.0800	
Tier II Copper Pennies		0.0600		0.0600		0.0600	
Total M&O Rate	\$	0.7787	\$	0.7569	\$	0.7569	
I&S Tax Rate							
	\$	0.3300	\$	0.3300	\$	0.3300	
Total Tax Rate							
	M&O Rate	\$	0.7787	\$	0.7569	\$	0.7569
	I&S Rate		0.3300		0.3300		0.3300
	Total Tax Rate	\$	1.1087	\$	1.0869	\$	1.0869
	Reduction in Total Tax Rate			\$	(0.0218)	\$	(0.0218)
Recapture		\$	9,548,798	\$	11,484,229	\$	11,477,630

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Tax Rate History



Tax Rate Impact on Average Value Home

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	Budget Notice 2024-2025	Proposed 2024-2025
Local Optional Exemption for Disabled and Over 65	\$ 31,154,056	\$ 33,244,006	\$ 34,354,838	\$ 36,069,321	\$ 37,167,106	\$ 37,664,616
Assessed/Market value of a home	\$ 376,708	\$ 420,338	\$ 694,944	\$ 687,280	\$ 628,165	\$ 635,128
Average Taxable value	344,237	369,431	423,031	427,922	426,517	455,926
MCR (HB 3) Determined by TEA	\$ 0.9134	\$ 0.8220	\$ 0.8046	\$ 0.6387	\$ 0.6169	\$ 0.6169
Golden Pennies Existing	0.0400	0.0400	0.0500	0.0800	0.0800	0.0800
Golden Pennies Additional	-	0.0100	0.0300	-	-	-
Copper Pennies Existing	-	-	-	0.0600	0.0600	0.0600
Copper Pennies Additional	-	-	0.0600	-	-	-
Debt Service Rate	0.4650	0.4650	0.3300	0.3300	0.3300	0.3300
Total Property Tax Rate	\$ 1.4184	\$ 1.3370	\$ 1.2746	\$ 1.1087	\$ 1.0869	\$ 1.0869
School Property Tax	\$ 4,883	\$ 4,939	\$ 5,392	\$ 4,744	\$ 4,635	\$ 4,955
Increase/(Decrease) in Tax from Prior Year	\$ (18)	\$ 57	\$ 453	\$ (648)	\$ (109)	\$ 211

I & S Impact - \$0.33 Tax Rate

Leander Independent School District										
Bond Capacity Tax Rate Impact Analysis										
<i>As of July 23, 2024</i>										
1	2	3	4	5	6	7	8	9	10	11
FYE 30-Jun Basis	Existing Debt Service	<u>ESTIMATED*</u> 2024/25 Defeasance/ Refunding Savings	<u>ESTIMATED*</u> \$250,000,000 Unlimited Tax School Bldg Bds, Ser 2025			Future Bond Debt Service	Frozen Net Taxable Assessed Value	TAV Growth Rate	I&S Tax Rate	Estimated I&S Fund Revenue
			Principal	Interest	Debt Service					
2025	\$ 141,174,481	(20,069,712)				\$ 161,244,193	\$ 41,199,817,157	7.11%	\$ 0.33000	\$ 161,244,193
2026	129,099,106	(985,960)	5,805,000	10,625,000	16,430,000	146,515,066	42,023,813,500	2.00%	0.33000	161,316,203
2027	129,718,356	(1,105,750)	6,050,000	10,378,288	16,428,288	147,252,393	42,864,289,770	2.00%	0.33000	163,316,284
2028	134,155,231	2,063,750	6,310,000	10,121,163	16,431,163	148,522,643	43,721,575,566	2.00%	0.33000	166,096,244
2029	132,467,856	5,457,125	6,575,000	9,852,988	16,427,988	143,438,718	43,721,575,566	0.00%	0.33000	166,096,244
2030	132,487,531	5,818,250	6,855,000	9,573,550	16,428,550	143,097,831	43,721,575,566	0.00%	0.33000	166,096,244
2031	131,348,581	5,521,625	7,145,000	9,282,213	16,427,213	142,254,168	43,721,575,566	0.00%	0.33000	166,096,244
2032	131,441,854	5,212,625	7,450,000	8,978,550	16,428,550	142,657,779	43,721,575,566	0.00%	0.33000	166,096,244
2033	130,789,672	4,603,750	7,765,000	8,661,925	16,426,925	142,612,847	43,721,575,566	0.00%	0.33000	166,096,244
2034	122,633,958		8,095,000	8,331,913	16,426,913	139,060,870	43,721,575,566	0.00%	0.33000	166,096,244
2035	123,809,997		8,440,000	7,987,875	16,427,875	140,237,872	43,721,575,566	0.00%	0.33000	166,096,244
2036	95,441,245		8,800,000	7,629,175	16,429,175	111,870,420	43,721,575,566	0.00%	0.33000	166,096,244
2037	95,593,645		9,175,000	7,255,175	16,430,175	112,023,820	43,721,575,566	0.00%	0.33000	166,096,244
2038	91,608,895		9,565,000	6,865,238	16,430,238	108,039,133	43,721,575,566	0.00%	0.33000	166,096,244
2039	91,047,745		9,970,000	6,458,725	16,428,725	107,476,470	43,721,575,566	0.00%	0.33000	166,096,244
2040	88,387,545		10,395,000	6,035,000	16,430,000	104,817,545	43,721,575,566	0.00%	0.33000	166,096,244
2041	93,756,668		10,835,000	5,593,213	16,428,213	110,184,880	43,721,575,566	0.00%	0.33000	166,096,244
2042	112,301,575		11,295,000	5,132,725	16,427,725	128,729,300	43,721,575,566	0.00%	0.33000	166,096,244
2043	92,545,785		11,775,000	4,652,688	16,427,688	108,973,473	43,721,575,566	0.00%	0.33000	166,096,244
2044	101,889,235		12,275,000	4,152,250	16,427,250	118,316,485	43,721,575,566	0.00%	0.33000	166,096,244
2045	104,641,105		12,800,000	3,630,563	16,430,563	121,071,668	43,721,575,566	0.00%	0.33000	166,096,244
2046	71,918,250		13,340,000	3,086,563	16,426,563	88,344,813	43,721,575,566	0.00%	0.33000	166,096,244
2047	73,143,800		13,910,000	2,519,613	16,429,613	89,573,413	43,721,575,566	0.00%	0.33000	166,096,244
2048	73,108,750		14,500,000	1,928,438	16,428,438	89,537,188	43,721,575,566	0.00%	0.33000	166,096,244
2049	58,040,950		15,115,000	1,312,188	16,427,188	74,468,138	43,721,575,566	0.00%	0.33000	166,096,244
2050	56,021,050		15,760,000	669,800	16,429,800	72,450,850	43,721,575,566	0.00%	0.33000	166,096,244
2051	12,348,025		-	-	-	12,348,025	43,721,575,566	0.00%	0.33000	166,096,244
2052	7,133,000		-	-	-	7,133,000	43,721,575,566	0.00%	0.33000	166,096,244
2053	7,123,750		-	-	-	7,123,750	43,721,575,566	0.00%	0.33000	166,096,244
	\$ 2,765,177,640	\$ 6,515,703	\$ 250,000,000	\$ 160,714,813	\$ 410,714,813	\$3,169,376,750				

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*Preliminary, subject to change.



Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, August 8, 2024

Agenda Item: Consider Approval of Budget Amendment FY25 - #1
Purpose: Discussion Item/Report Only Action Requested
Administrator Responsible: Pete Pape, Ed.D., CPA, Chief Financial Officer
Attachments: Budget Amendment FY25 - #1

Background Information:

The Board of Trustees adopted the 2024-2025 budget on [June 27, 2024](#). Budgets for the General Operating, Child Nutrition, and Debt Service Funds were included in the official district budget. Budgets are prepared and approved at fund and function levels to comply with the state's required level of control.

Budget amendments are necessary throughout the year to realign funds. Realignment of funds will increase and/or decrease various function levels within the budget. All necessary budget amendments that change the function level should be formally approved by the Board of Trustees and recorded in Board minutes. Budget amendments increasing or decreasing revenues and/or expenditures also require formal Board approval.

On June 4, 2024, TEA updated the hold-harmless calculation for the over 65 homestead exemption pursuant to [TEC, §48.2542](#). This change in the calculation increased funding for the 2023/24 fiscal year by approximately \$3 million. On July 2, 2024, TEA published the effect of the change for fiscal year 2024/25 which resulted in an increase in funding in the amount of \$3.24 million.

The attached document summarizes the effect of budget transfers and amendments being proposed. Submitted for approval are the budget revisions/amendments for the items listed below.

The amendment for the **General Operating Fund** (Fund 199) is as follows:

- Increase \$3,240,630 to revenue in Fund 199 for TEA change in calculation for [TEC, §48.2542](#)
 - Increase \$3,240,630 to expenditure budgets in Fund 199 for the following:
 - 3.5 Teachers
 - 1.0 Financial Services System Analyst
 - 1.0 Senior Administrative Assistant
 - 2.0 Elementary ESL Teachers
 - 1.0 Night Custodian
 - 1.0 Human Resources Records Specialist
 - 1.0 Information Technology Asset and Digital Resource Manager
 - 1.0 Occupational Therapist
 - 10.0 Building Maintenance Technicians
- License Professionals, Mechanic Pay, and Pay Grade Adjustment Requests
Restructure of district-level PE/Enrichment and CTE positions
EHallPass software & School Dismissal Manager software
Increase in property casualty/auto liability/professional liability insurance

Amendment #1 to the General Fund has no effect on the total operating deficit/surplus.

There are no amendments to the **Child Nutrition Fund** or **Debt Service Fund**.

Administrative Recommendation:

Administration recommends that the Board approve budget amendment FY25 - #1 as presented.

Sample Motion:

I move that the Board of Trustees approve budget amendment FY25 - #1 as presented.

Leander Independent School District
General Fund - Fund 199
Budget Amendments/Transfers as of July 25, 2024

	2024-2025 Original Budget	Previously Amended Budget	Proposed Amendments 07/25/24	Proposed Amended Budget
Revenues:				
Local Sources	\$ 346,031,030	\$ 346,031,030	\$ -	\$ 346,031,030
State Sources	96,578,545	96,578,545	3,240,630	99,819,175
Federal Sources	5,890,000	5,890,000	-	5,890,000
TOTAL REVENUES	\$ 448,499,575	\$ 448,499,575	\$ 3,240,630	\$ 451,740,205
Expenditures:				
Function 11 - Instruction	\$ 272,220,415	\$ 272,220,415	\$ 493,932	\$ 272,714,347
Function 12 - Instructional Resources & Media	4,892,740	4,892,740	-	4,892,740
Function 13 - Staff Development	11,031,670	11,031,670	134,841	11,166,511
Function 21 - Instructional Administration	5,057,353	5,057,353	164,841	5,222,194
Function 23 - School Administration	25,423,912	25,423,912	91,800	25,515,712
Function 31 - Guidance & Counseling	22,435,390	22,435,390	330,000	22,765,390
Function 32 - Social Services	1,678,114	1,678,114	-	1,678,114
Function 33 - Health Services	4,363,260	4,363,260	-	4,363,260
Function 34 - Student Transportation	14,176,050	14,176,050	347,658	14,523,708
Function 35 - Food Services	11,800	11,800	-	11,800
Function 36 - Co-Curricular Activities	14,168,459	14,168,459	215,000	14,383,459
Function 41 - General Administration	11,209,284	11,209,284	433,539	11,642,823
Function 51 - Plant Maintenance & Operations	42,659,929	42,659,929	781,019	43,440,948
Function 52 - Security	4,303,903	4,303,903	157,000	4,460,903
Function 53 - Data Processing	9,549,638	9,549,638	91,000	9,640,638
Function 61 - Community Services	2,214,218	2,214,218	-	2,214,218
Function 71 - Debt Service	537,869	537,869	-	537,869
Function 81 - Capital Outlay	-	-	-	-
Function 91 - Contracted Instruction Services	11,484,229	11,484,229	-	11,484,229
Function 95 - JJAEP	230,000	230,000	-	230,000
Function 99 - Other Intergovernmental Charges	2,713,944	2,713,944	-	2,713,944
TOTAL ALL EXPENDITURES	\$ 460,362,177	\$ 460,362,177	\$ 3,240,630	\$ 463,602,807
Excess/(Deficiency) of				
Revenues vs. Expenditures	\$ (11,862,602)	\$ (11,862,602)	\$ -	\$ (11,862,602)
Other Financing Sources/Uses				
Sale of Assets	\$ 270,000	\$ 270,000	\$ -	\$ 270,000
Transfer Out - Other	-	-	-	-
Transfer Out - Healthcare	(1,500,000)	(1,500,000)	-	(1,500,000)
Transfer Out - Healthcare Additional Contribution	-	-	-	-
Other Uses - Settlements	-	-	-	-
Total Other Financing Sources/Uses	\$ (1,230,000)	\$ (1,230,000)	\$ -	\$ (1,230,000)
Net Increase/(Decrease) in Fund Balance	\$ (13,092,602)	\$ (13,092,602)	\$ -	\$ (13,092,602)