

**WACO INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING**

**WISD Conference Center, 115 S 5th Street, Waco, Texas
115 S. 5th Street
Waco, Texas**

**Thursday, July 27, 2017
Closed Session 6:00 p.m.
Open Meeting 7:00 p.m.**

AGENDA

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. CLOSED MEETING
 - A. Texas Government Code Section:
 - 1. 551.074 Personnel Matters
 - a. Discussion and possible action on hiring of administrators
- IV. OPEN MEETING
- V. MOMENT OF SILENCE
- VI. PLEDGE OF ALLEGIANCE
- VII. SPECIAL RECOGNITION
- VIII. AUDIENCE FOR GUESTS
- IX. CONSENT AGENDA
 - A. Discussion and possible action to approve an alternate approver for Texas Student Data System (TSDS) Public Education Information Management System PEIMS Submissions 4
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Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 20/27 2017

Contact Person: Dr. A Marcus Nelson

RE: Discussion and possible action to approve an alternate approver for Texas Student Data System (TSDS) Public Education Information Management System PEIMS Submissions

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Background Information:

At the June 27, 2017 meeting, the Board approved Rick Hartley to be the alternate approver for the TSDS PEIMS submissions. Since that time Mr. Hartley has resigned from the District. The Superintendent wishes to appoint Sheryl Davis, CFO, as the Alternate Approver for Texas Student Data System (TSDS) Public Education Information Management System (PEIMS).

Fiscal Implications:

None

Administrative Recommendations:

Administration recommends that the Board of Trustees approve Sheryl Davis, CFO, as the Alternate Approver for Texas Student Data System (TSDS) Public Education Information Management System (PEIMS).

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: David Cartwright

RE: Discussion and possible action to approve amendments to the 2016-2017 budget

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Background Information:

The Texas Education Agency has established additional requirements for school district budget preparation. As part of these requirements, a school district must amend the official budget before exceeding a functional expenditure category, i.e., instruction, administration, etc., in the total district budget. Attached are copies of the proposed amendments to the Official Budget identifying details of the requests. The following summarizes the effect of these amendments by functional category.

Summary:

Amendment #063: Brook Avenue Elementary School

This amendment will reallocate budgeted funds for instructional supplies to staff development for employee travel. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Code Function Description</u>
Source of Funds:	\$308.00	Instructional expenditure function
Use of Funds:	\$308.00	Staff Development expenditure function
Fund Balance Effect	None	

Amendment #064: Athletics Department

This amendment will reallocate budgeted funds for maintenance contracted building repairs, other contracted maintenance and repairs and other miscellaneous contracted services to maintenance and security for extra-duty support staff and extracurricular for contracted building and repairs. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Code Function Description</u>
Source of Funds:	\$29,324.00	Maintenance expenditure function
Use of Funds:	\$29,324.00	Maintenance, Security and Extracurricular expenditure functions
Fund Balance Effect	None	

Amendment #065: Greater Waco Health Care Academy

This amendment will reallocate budgeted funds for instructional extra-duty professional to counseling for part-time wages professional. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Code Function Description</u>
Source of Funds:	\$8,736.00	Instructional expenditure function
Use of Funds:	\$8,736.00	Counseling expenditure function
Fund Balance Effect	None	

Amendment #066: General Fund – Non Athletics Events Revenue

This amendment will increase non athletics events revenue to match receipts from hosting the UIL One ACT Play Area Competition. The corresponding increase in expenditures will be utilized for related costs.

		<u>TEA Code Function Description</u>
Source of Funds:	\$4,000.00	Non Athletics Events Revenue
Use of Funds:	\$4,000.00	Instructional, Staff Development, Instructional Leadership and Extracurricular and expenditure functions
Fund Balance Effect	None	

Amendment #067: Fine Arts Department

This amendment will reallocate budgeted funds for instructional extra-duty professional to staff development for extra-duty professional. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Code Function Description</u>
Source of Funds:	\$880.00	Instructional expenditure function
Use of Funds:	\$880.00	Staff Development expenditure function
Fund Balance Effect	None	

Amendment #068: Mountainview Elementary School

This amendment will reallocate budgeted funds for instructional extra-duty support staff to school leadership for extra-duty support staff. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Code Function Description</u>
Source of Funds:	\$800.00	Instructional expenditure function
Use of Funds:	\$800.00	School Leadership expenditure function
Fund Balance Effect	None	

Amendment #069: Food Service Fund

This amendment will amend funds in from unassigned fund balance to cover estimated costs for new demo kitchen and the vent-a-hoods.

		<u>TEA Code Function Description</u>
Source of Funds:	\$481,202.00	Fund Balance
Use of Funds:	\$481,202.00	Food Service expenditure function
Fund Balance Effect	Decrease	

Fiscal Implications:

Amendment #069 decreases the restricted fund balance of the Child Nutrition Services Fund by \$481,202.00. The remaining amendments have no effect on fund balance.

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the budget amendments, as presented.

AMENDMENT # 063

DATE: 6/28/2017

0.00


CHIEF FINANCIAL OFFICER

Revised 01/2014

AMENDMENT # 064

DATE: 6/14/2017

0.00

REASON FOR REQUEST: Realignment of funds to clear up deficits and upgrades for the complex


CHIEF FINANCIAL OFFICER

BATCH: JV/BCN: DATE:

065

DATE: 7/5/2017

0.00


CHIEF FINANCIAL OFFICER

BATCH:	JV/BCN:	DATE:
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AMENDMENT # 066

DATE: 6/14/2017

0.00

Shel Rano
ASSISTANT SUPERINTENDENT

Revised 3/2008

AMENDMENT # 067

DATE: 6/28/2017

0.00

Shel Rains
ASSISTANT SUPERINTENDENT

Revised 3/2008

AMENDMENT # 068

DATE: 7/7/2017

0.00

REASON FOR REQUEST: To realign funds to cover additional support for summer registration.


CHIEF FINANCIAL OFFICER

BATCH: JV/BCN: DATE:

AMENDMENT # 069

DATE: 7/24/2017

0.00


BUDGET COORDINATOR


CHIEF FINANCIAL OFFICER

BATCH: JV/BCN: DATE:

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S.Trotts/ C, Reece

RE: Discussion and possible action to approve the renewal of the bid for courier services

=====

Background Information:

Request for Proposal, RFP # 16-1056, for Courier Services was previously opened and evaluated for the purpose of awarding a vendor that could provide courier services for the District. The scope of these services would provide cash deposit pickups at each campus, as scheduled, as well as daily delivery of these deposits to the District's depository. In addition to the campus pickups, the courier would also pick up daily at the Child Nutrition department and the Administration building. We received three responses for this bid. After the Child Nutrition Services staff evaluated the proposals, it was determined that TX Star USA, Inc. offered the best value to the district.

The Child Nutrition Department has been pleased with the service that we have received from TX Star USA, Inc., and would like to exercise our option to renew this bid for an additional year. The original bid tabulation is attached for your review. Since this is a renewal, no evaluation score sheets are included.

This bid will expire July 31, 2018, with two (2) additional one (1) year renewal options remaining.

Fiscal Implications:

The cost of this service will be charged to the appropriate contracted services budget in the Child Nutrition Services fund.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the renewal of the bid for courier services with TX Star USA, Inc., as presented.

RFP # 16-1057
 Bid Tabulation
 Courier Service

Vendor	Status	Cost per Trip 2016-2017 School Year	Cost per Trip 2017-2018 School Year	Cost per Trip 2018-2019 School Year	Cost per Trip 2019-2020 School Year
Dunbar Armored		\$ 8.98	\$ 9.20	\$ 9.43	\$ 9.66
Paladin Investigation	LOC	\$ 5.20	\$ 5.20	\$ 5.20	\$ 5.20
Tx Star US	LOC	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00

Price per trip is based on the number of days in the District Adopted Calender for the above years

DBE=Disadvantaged Business Enterprise

SBE=Small Business Enterprise

LOC=Local business residing within the WISD taxing base

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/L. Carpenter

RE: Discussion and possible action to approve the renewal of the bid for music supplies, equipment, services and repairs

=====

Background Information:

Request for Proposal, RFP # 16-1057, for Music Supplies, Equipment, Services and Repairs have been previously opened and approved for the purpose of creating a list of approved vendors unique to the needs of the music departments for purchases which can be made on an “as needed” basis. Fifty-five responses were received for this bid.

A list of responding vendors is attached for your review. All valid responses were accepted, and as such, no evaluation scoresheets are attached.

This bid will expire July 31, 2018 with two (2) additional one (1) year renewal options.

Fiscal Implications:

The cost of these supplies will be charged to the appropriate campus/department budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the submitted list of vendors for the purchase of music supplies, equipment, services and repairs, as presented.

Event Number: RFP # 16-1057

Event Title: Music Supplies, Equipment, Services and Repairs

Responding Supplier	City	State	Status
Accelerando	Austin	TX	
Algy Costumes & Uniforms	Hallandale	FL	DBE
AV Pro, Inc.	DeSota	TX	SBE
Band Shoppe	Cynthiana	IN	
Barbizon Light of Texas	Denver	CO	
Blackerby Violin Shop	Austin	TX	
Brook Mays Music	Dallas	TX	
Carolyn Nussbaun Music	Plano	TX	SBE, DBE
Educational Enterprises Recording Company	Deer Park	TX	
Ellis County Music Center, Inc	Waxahachie	TX	SBE
High School Music Services	San Antonio	TX	SBE
Hillje Music Center	San Antonio	TX	SBE
J.W. Pepper & Son, Inc.	Richland Hills	TX	
K & S Music	Berkly Heights	NJ	
Lisle Violin Shop	Pasadena	TX	
Lone Star Percussion	Dallas	TX	SBE
Luck's Music Library	Madison Heights	MI	
Macie Publishing Company	Mendham	NJ	
McCormick Enterprises	Arlington Heights	IL	
Melhart Music Center	McAllen	TX	SBE
Midwest Musical Imports	Minneapolis	MN	
Music & Arts	Frederick	MD	
Music & Math Masters Studio	Woodway	TX	SBE, DBE
MUSIC IN MOTION	PLANO	TX	
N Tunes Music & Sound	Odessa	TX	SBE
National Educational Music Companyt	Mountainside	NJ	
Nye and Associates	Waco	TX	SBE, LOC
Panyard, Inc.	Akron	OH	SBE
Penders Music Company	Denton	TX	
Peripole, Inc	Salem	OR	DBE
Plank Road Publishing	Wauwatosa	WI	
RBC Music Co.	San Antonio	TX	
Rhythm Band Instruments, LLC	FT WORTH	TX	
Romeo Music	Coppell	TX	DBE
Shar Products Company	Ann Arbor	MI	
Southwestern Band Instrument Repair	Joshua	TX	
StageRight Corporation	Clare	MI	
Steinway Piano Gallery	Austin	TX	SBE
Steve Weiss Music	Willow Grove	PA	SBE

DBE=Disadvantage Business Enterprise

SBE= Small Business Enterprise

LOC= Local Business residing within WISD taxing base

Event Number: RFP # 16-1057

Event Title: Music Supplies, Equipment, Services and Repairs

SUZUKI MUSIC USA	SANTEE	CA	
Sweetwater Music Education Technology	Fort Wayne	IN	
Sweetwater Sound	Ft Wayne	IN	
Terra Nova Violins	San Antonio	TX	
Texas Scenic Company, Inc.	San Antonio	TX	
The Band Room	Harker Heights	TX	SBE
The String and Horn Shop, Inc.	Bryan	TX	SBE
The Tuba Exchange	Durham	TX	SBE
Thorn Music Center	Hearne	TX	SBE
TJ Reicher Inc	Davenport	IA	SBE
Tote Unlimited	Fort Worth	TX	
Violins Etc	Austin	TX	SBE, DBE
Washington Music Center	Wheaton	MD	
Wenger Corporation	Owatonna	MN	
West Music Company	Coralville	IA	
Woodwind & Brasswind	Westlake Village	CA	

DBE=Disadvantage Business Enterprise

SBE= Small Business Enterprise

LOC= Local Business residing within WISD taxing base

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/E. Botello

RE: Discussion and possible action to approve the renewal of the bid for property and other related insurance for the 2017-2018 fiscal year

=====

Background Information:

Request for Proposals, Bid # 16-1059, have previously been opened and evaluated for the purpose of awarding a vendor to provide building and contents property insurance coverage for the District. We received three proposals for this coverage. After evaluating the bid proposals, the Human Resources Department recommended American Home Assurance Company (AIG).

The initial contract period was from September 1, 2016 thru August 31, 2017, with five (5) additional one-year renewal options if mutually agreeable by both parties.

The district received a renewal from American Home Assurance Company (AIG). American Home Assurance Company has served the District for property insurance since September 1, 2016. The company has an "A XV" rating from AM Best.

Property Insurance Coverage

American Home Assurance is offering blanket limit coverage on district owned buildings, contents, and adjacent structures at a combined total value of \$536,969,954. This is an all risk policy with replacement cost valuation, as well as limited coverage for mold and fungus. The property deductible is \$100,000 per occurrence. The renewal also provides coverage for boiler and machinery and electronic data equipment with acceptable limits and deductibles. This policy included a three-year premium guarantee effective with the plan's inception in 2016.

The premium proposed for 2017-2018 is \$277,844, which is no increase from 2016-2017. The premium also includes an engineering fee and coverage for certified and non-certified terrorism incidents.

Hanover Insurance Company will continue to offer an inland marine/equipment floater policy which will have a \$1,000 deductible per occurrence. The proposed 2017-2018 annual premium will be \$15,218, which is the same as last year's premium.

Flood Zone Exclusion

Flood coverage for district owned properties which fall in flood zones A and B are not covered under this policy. While many school districts are assuming this risk, the administration is recommending continuation of additional flood coverage through the National Flood Insurance Program (NFIP) currently managed by FEMA and underwritten by Philadelphia Indemnity Insurance Company. The NFIP provides coverage limits of \$500,000 per building and \$500,000 for contents in flood zones A and B with a \$1,250 deductible per occurrence on six of the properties and a \$5000 deductible on the 4315 Beverly Dr. property. The premium for this coverage is \$39,229.00, which is an increase of \$938.00 as compared to the 2016-2017 premium.

COVERAGE	POLICY YEAR	POLICY YEAR	POLICY YEAR	POLICY YEAR	POLICY YEAR
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
PROPERTY VALUES	\$ 594,713,125	\$ 594,713,125	\$ 537,969,954	\$ 536,969,954	\$ 536,969,954
PROPERTY	\$ 295,795 Premium @ .047300 rate per \$100 of value	\$295,795 Premium @ .047300 rate per \$100 of value	\$268,360 Premium @ .047100 rate per \$100 of value	\$277,844 Premium @ .050100 rate per \$100 of value	\$277,844 Premium @ .050100 rate per \$100 of value
Engineering Fee	Included	Included	Included	Included	Included
Certified Acts of Terrorism	Included	Included	Included	Included	Included
Total Premium -->	\$ 295,795	\$295,795	\$268,360	\$277,844	\$277,844
TOTAL PREMIUM:	\$ 295,795	\$295,795	\$268,360	\$277,844	\$277,844

Fiscal Implications:

The insurance premium cost is included in the 2017-2018 budget.

Administrative Recommendations:

The Administration recommends that the Board of Trustees approves the renewal of property insurance coverage with American Home Assurance Company, the inland marine/equipment floater coverage with Hanover Insurance Company, and additional flood coverage through the National Flood Insurance Program (NFIP), effective September 1, 2017, as presented.

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Property

CARRIER American Home Assurance Company

BEST'S RATING A XV

POLICY PERIOD 09/01/2017 – 09/01/2018

NAMED INSURED

- Waco Independent School District

PERILS INSURED

Risks of Direct Physical Loss, Subject to Policy Terms, Conditions and Exclusions.

Premium Summary / Comparison

Coverage	Renewal		Expiring	
	Exposure	Premium	Exposure	Premium
Property	\$536,969,954	\$277,844	\$536,969,954	\$277,844
<i>Total</i>		\$277,844		\$277,844

AGENCY BILL PAYMENT

Full Annual Payment Due within 30 days of effective date

Property Coverage Summary

Coverage	American Home (AIG)
Property	
All Risk Coverage	Yes
Replacement Cost Valuation	Yes
Agreed Amount Endorsement	Yes
Per Occurrence	No
Policy Limit	\$536,969,954
Flood (designate excluded locations)	\$50,000,000
Earthquake	\$50,000,000
Newly Acquired or Constructed	\$25,000,000
Extra Expense	\$5,000,000
Errors & Omissions	\$1,000,000
Increased Cost of Construction	\$5,000,000
Off-Premises Service Interruption	\$1,000,000
Personal Property (\$10,000 max per)	Included
Unnamed Locations	\$2,500,000
Fine Arts	\$1,000,000
Valuable Papers	\$1,000,000
Account Receivables	\$2,500,000
Wind & Hail Deductible	*3% See Next Page
All Other Perils Deductible	\$100,000
Inland Marine	
Computer Equipment	Included in Blanket Limits
In Transit on EDP	\$1,000,000
Deductible	Same as Property
Boiler & Machinery	\$100,000,000
Expediting Expense	\$250,000
Water Damage	Policy Limits
Hazardous Substance	Policy Limits
Deductible	\$25,000
Property Premium	\$265,548
Terrorism Premium	\$3,796
Engineering Fee	\$8,500
Total	\$277,844

AMERICAN HOME ASSURANCE WIND AND HAIL DEDUCTIBLES

Windstorm/Hail: 3% of Total Insured Values at the time of the loss at each Location involved in the loss or damage and subject to a minimum of \$100,000 any one Occurrence.

AMERICAN HOME ASSURANCE Property Performance Form:

- Admitted paper, American Home Assurance Company
- Blanket limits, Replacement Cost Valuation - no coinsurance penalties or margin clause
- Optimized BI Coverage; Settlement calculated on a Gross Profits and Gross Earnings basis & the client benefits from the greater of the two calculations
- Equipment Breakdown is a covered cause of loss
- Electronic Data and Media coverage including unauthorized access, use, malicious code and denial of service attack. Separate sublimits for EDM, Cyber, and AOP

Education Form Enhancements:

- Donated property, Helipads and attached equipment added to Covered Property
- Demo ICC coverage broadened to adopt latest code applicable as determined by IBC even if not yet adopted in the loss jurisdiction
- Prizes and Giveaways coverage added
- Spoilage coverage broadened to include accidental extremes of temperature and relative humidity change
- Evacuation Expenses coverage added – No PD trigger required
- Fundraising Expenses coverage added
- Research and Development Expense coverage added
- Periodicals added to definition of Valuable Papers and Records

SERVICE TEAM

Core Service Team		
James Hubbard <i>Vice President, Business Insurance</i>	(817) 347-7057	jahubbard@higginbotham.net
Brian Schneider, CLCS, CIC <i>Vice President, Business Insurance</i>	(817) 347-6964	bschneider@higginbotham.net
Carolyn Howard, CSRM <i>Commercial Marketing Executive</i>	(817) 347-7090	choward@higginbotham.net

Specialty Service Team		
Vance Lee, CIC, CPCU <i>Director of Risk Management</i>	(214) 346-4122	vlee@higginbotham.net
Andy Blackmon <i>Senior Loss Control Consultant</i>	(214) 360-6800	ablackmon@higginbotham.net
Michelle Lathe, JD, CRIS, MLIS <i>Contract Management</i>	(817) 349-2306	mlathe@higginbotham.net
Troy Koonsman <i>Claims Operations Manager</i>	(817) 347-1013	tkoonsman@higginbotham.net
James Reed, AIC <i>Claims Analyst</i>	(817) 347-6806	jreed@higginbotham.net
Kevin Springer, CSP, ARM <i>Vice President of Loss Control</i>	(214) 346-4122	kspringer@higginbotham.net
Rebekka Reynolds <i>ZyWave Coordinator</i>	(817) 347-6961	rreynolds@higginbotham.net
Claims Reporting <i>Available 24/7 via Telephone Option 3</i>	(800) 728-2374	claims@higginbotham.net

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Supplement To Proposal

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy (ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy (ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy (ies). The insurance afforded by the listed proposed policy (ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

Premium Summary / Comparison

Coverage	Renewal		Expiring	
	Exposure	Premium	Exposure	Premium
Inland Marine	\$4,169,222	\$15,218	\$4,169,222	\$15,218
Flood	\$500,000	\$39,229	\$500,000	\$38,291
<i>Total</i>		\$54,447		\$53,509

AGENCY BILL

Annual Payment

Inland Marine

CARRIER Hanover Insurance

BEST'S RATING A XV

POLICY PERIOD 09/01/2017 – 09/01/2018

NAMED INSURED

- Waco ISD

Covering Musical Instruments, Band Equipment, Computer Equipment, and Mobile Equipment
Broad Form Coverage – Excluding Flood and Earth Movement

Blanket Limits

Coverage	Limit
Musical Instruments and Band Equipment	
Any One Loss	\$2,550,337
Any One Item	\$50,000
Computer Equipment Hardware	\$981,052
Mobile Equipment Catastrophe Limit	\$637,833

DEDUCTIBLES

- 1,000

VALUATION

- ACV

CO-INSURANCE

- 80%

PROPERTY NOT COVERED

- Aircraft or watercraft
- Buildings and Land
- Contraband
- Money and Securities
- Vehicles
- Waterborne Property
- Software Limits – Data Records, Proprietary Programs, Programs & Applications, Media
- Leased or Rented Property
- Loaned Property
- Underground Mining Operations
- **Employee Tools**

EXCLUSIONS

- Civil Authority
- Earth Movement Or Volcanic Eruption
- Flood
- Nuclear Hazard
- Sewer Backup And Water Below The Surface
- War And Military Action
- Contamination Or Deterioration
- Criminal, Fraudulent, Dishonest, Or Illegal Acts
- Electrical Currents
- Explosion Rupture, Or Bursting
- Loss Of Use
- Mechanical Breakdown
- Missing Property
- Pollutants
- Temperature/Humidity
- Theft From An Unattended Vehicle
- Voluntary Parting
- Wear And Tear
- Puncture, Blowout and Road Damage
- Weight of Load

PREMIUM

\$ 15,218

Flood

CARRIER	Philadelphia Indemnity Insurance Company
BEST'S RATING	A++ XV
POLICY PERIOD	Various

NAMED INSURED

- Waco ISD

LOCATIONS AND PREMIUMS

Location	Premium
4315 Beverly Drive, Waco, TX	\$19,291
500 N. University Park Drive, Waco, TX	\$3,323
2401 JJ Flewellen Road, Waco, TX	\$3,323
1601 JJ Flewellen Road, Waco, TX	\$3,323
1030 E. Live Oak Street, Waco, TX	\$3,323
301 Garrison Street, Waco, TX	\$3,323
501 Franklin Avenue, Waco, TX	\$3,323

Note

Flood coverage on newly purchased or newly acquired properties is only valid upon closing.

LIMITS AT ALL LOCATIONS

- \$500,000 Building
- \$500,000 Contents

DEDUCTIBLES

- \$5,000 – Beverly Drive Location
- \$1,250 – All Other Locations

TOTAL PREMIUM

\$ 39,229

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/S. Davis

RE: Discussion and possible action to approve the renewal of the agreement for financial advisory services

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Background Information:

Requests for Proposal, RFP # 07-06-0726, Financial Advisory Services, has been previously opened and tabulated for the purpose of providing services for, but not limited to, advice and assistance in connection with the issuance, sale, and delivery of debt obligations as well as advice and assistance in other areas such as:

- Survey and analysis of the District's financial resources in light of projected revenue.
- Existing indebtedness, including a study of the District's existing debt structure, trend of assessed valuation and taxing ability, as well as present and future tax requirements.
- Analysis and preparation of options for the financing of recommended projects. Such assistance shall include assessment of all possible funding sources, including local, state and other sources.
- Assist administration and Board of Trustees in planning and preparing for a bond election, if determined to be necessary, including consultations with a local bond committee, if one is established, for the purpose of promoting the passage of a bond issue.
- On-site consultation with and presentation to Board of Trustees, administration, and/or various committees throughout the bond process.
- On-going advice from time to time regarding new developments in the municipal bond industry as they affect the District's current and projected long-term debt financing.
- Advise administration on investment options for bond proceeds and assist with execution of investment selections.

There were four proposal received for this original bid. After the proposals were evaluated, it was determined that RBC Capital Markets possessed the knowledge, experience and qualifications to best serve the District in financial advisory services.

The Administration has been please with the services with which we have received from RBC Capital Markets and would like to exercise our option to renew the contract for an additional term, ending August 23, 2022. This is agreeable with RBC Capital Markets.

Fiscal Implications:

The cost of these services will be funded through bond proceeds as issued.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the renewal of the agreement with RBC Capital Markets for Financial Advisory Services, as presented.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 20 and 27, 2017

Contact Person: S. Trotts/E. Botello

RE: Discussion and possible action to approve the renewal of the interlocal participation agreement with the Texas Association of School Boards, Risk Management Fund, for general liability, educators' legal liability, and commercial auto liability coverage for the 2017-2018 fiscal year

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Background Information:

Waco ISD entered into an Interlocal Participation Agreement with the Texas Association of School Boards (TASB) in September 2013 to provide combined General/Professional Liability and Commercial Automobile Liability Coverage. The term of the current agreement is one year from the effective date, September 1, 2017, with an option to renew for subsequent years thereafter.

Waco ISD received the 2017-18 renewal from TASB, which proposed a slight decrease in the premium with no change to deductibles or coverages. Policy details are attached. The Human Resources staff has been pleased with the services offered through TASB and wish to continue the coverage.

General Liability

The general liability coverage under TASB combines General Liability and School Professional Legal Liability into a single coverage agreement to prevent gaps in coverage. This policy carries a \$10,000 deductible per claim and is an occurrence made policy with a \$5,000,000 aggregate limit for each campus. TASB also includes a \$100,000 limit crime policy at no additional cost under the general liability policy.

The 2017-2018 premium of \$68,606 reflects a decrease of \$5,041 from the 2016-2017 premium of \$73,647.

Effective September 1, 2014, all members of TASB's legal liability program have been provided Data Breach coverage to protect for costs the district may incur in the event of a data or privacy breach. Benefits includes legal fees, notification costs, forensic review and credit monitoring, etc. This benefit will continue in 2017-2018 at no cost to fund members.

Commercial Auto Liability

The auto liability coverage will provide up to a \$300,000 liability limit for each occurrence with a \$1,000 deductible for bodily injury, property damage, and

comprehensive and collision coverage. This covered is offered for an annual premium of \$39,806, which is an increase of \$2,569 compared to the 2016-2017 premium of \$37,237. The increase in premium is due to the addition of vehicles to the fleet.

COVERAGE	POLICY YEAR	POLICY YEAR	POLICY YEAR	POLICY YEAR	POLICY YEAR
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
AUTO FLEET	\$ 27,726	\$ 26,339	\$ 23,706	\$ 37,237	\$ 39,806
GENERAL LIABILITY	\$ 74,074	\$ 74,073	\$ 66,666	\$ 73,647	\$ 68,606
*EDUCATORS LEGAL LIABILITY	Included under General Liability	Included under General Liability	Included under General Liability	Included under General Liability	Included under General Liability
\$5,000,000 EXCESS LIABILITY - ELL ONLY	Included under General Liability	Included under General Liability	Included under General Liability	Included under General Liability	Included under General Liability
Total Premium -->	\$ 101,800	\$ 100,412	\$ 90,372	\$ 110,884	\$ 108,412

Fiscal Implications:

The premium cost will be included in the 2017-2018 budget. The district will realize a net savings of \$2,472 in premiums for general and auto liability insurance over the 2016-17 fiscal year.

Administrative Recommendations:

The Administration recommends that the Board of Trustees approve the renewal of the interlocal agreement with the Texas Association of School Boards (TASB) Risk Management Fund for general liability (including school professional legal liability) and commercial auto liability coverage for the 2017-18 fiscal year, as presented.



Waco ISD

Contribution & Coverage Summary (CCS)

Participation Period: September 1, 2017 through August 31, 2018

SCHOOL LIABILITY	Per Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$5,000,000 Maximum Annual Aggregate	\$5,000,000	\$10,000	\$68,606
General Liability	\$5,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included

PRIVACY & INFORMATION SECURITY	Deductible	Contribution
\$100,000 Limit for Privacy Liability \$100,000 Limit for Claim/Event Response Services Notification costs for up to 10,000 individuals	\$0	Included

AUTOMOBILE	Limit	Deductible	Contribution
Automobile Liability \$100,000 per Person Bodily Injury Limits/\$300,000 per Occurrence Bodily Injury Limits/\$100,000 per Occurrence Property Damage Limits	\$100/\$300/\$100	\$1,000	\$23,633
Automobile Physical Damage			\$16,173
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included

WORKERS' COMPENSATION AGGREGATE DEDUCTIBLE				
<i>Estimated Payroll and Contribution - Subject to Audit</i>				
Classification		Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - Bus Drivers		\$0	0.004750	\$0
7720 - Police Officers		\$1,180,096	0.003079	\$3,634
8810 - Clerical		\$7,283,166	0.000581	\$4,232
8868 - Professional		\$82,555,909	0.000581	\$47,965
9101 - All Other		\$7,811,677	0.005630	\$43,980
Totals		\$98,830,848		\$99,811
	A.	Estimated Contribution		\$99,811
Claims Liability Calculation	B.	Aggregate Deductible Rate		0.007600002
	C.	Estimated Payroll per above		\$98,830,848
	D.	Estimated Claims Liability (B x C)		\$751,115
	E.	Estimated Maximum Program Cost (A+D) for the Participation Period		\$850,926
TOTAL CONTRIBUTION				\$208,223
<i>This is not an Invoice.</i>				

Conditions

Liability

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

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

Automobile

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

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

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

Workers' Compensation - Aggregate Deductible

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

Cooperation: Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

General

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

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

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

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Program Coordinators

Coordinator:

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

Liability - Tammy Boyett

Automobile - Tammy Boyett

Workers' Compensation - Tammy Boyett

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

Program	Name	Title	Address	Phone	Email
Liability					
Automobile					
Workers' Compensation					

Fund Member Authorization:

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

Authorized signature

Date

Printed name

Title

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S.Trotts/E.Botello

RE: Discussion and possible action to approve the renewal of the interlocal participation agreement with the Texas Association of School Boards, Risk Management Fund, for workers' compensation coverage for the 2017-2018 fiscal year

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Background Information:

Waco Independent School District entered into an interlocal participation agreement with the Texas Association of School Boards (TASB) Risk Management Fund for workers' compensation coverage on May 20, 1997. The TASB Risk Management Fund operates under the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of this agreement is to facilitate effective risk management of the workers' compensation obligations as required by the State of Texas. The term of this agreement is for one year, subject to annual renewal of successive one-year terms thereafter unless sooner terminated by either party.

Due to a consistent trend of lower paid out losses, the District chose, in 2002, to change from fully-funded coverage to a partially-funded aggregate deductible plan. The District continues to maintain a return to work program that began in 2001. The Risk Management Fund continues to serve the District well by managing all workers' compensation claims and providing legal defense as required.

TASB based their renewal proposal on the past five years of claims experience and on the Fund's overall performance in Texas.

Contributions:

The District's proposed contribution and estimated claims liability is based on estimated 2016-2017 payroll totals. The increase in contribution of \$1,993 is a result of an increase in estimated payroll paid during the 2016-2017 year. See the table below for a comparison of contribution and claims liability data.

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Contribution	\$90,061	\$88,789	\$88,815	\$97,818	\$99,811
Est. Claims Liability	\$789,026	\$731,773	\$731,773	\$790,647	\$751,115
Max WC Claims/ Liability	\$879,087	\$820,562	\$820,588	\$888,465	\$850,926

TASB has proposed reducing the claims liability factor for 2017-2018 to .007600002 from the 2016-2017 factor of .0080000. This factor will be multiplied by the estimated payroll to arrive at the estimated claims liability and will be adjusted at the end of the plan year based on actual audited payroll totals for the year ending August 31, 2017.

Fiscal Implications:

Worker's compensation coverage is accounted for in an internal services fund. Contributions, based on the semi-monthly payroll, are charged back to the appropriate fund as provided in the 2017-2018 budgets.

Administrative Recommendations:

The Administration recommends that the Board of Trustees approve the renewal of the interlocal participation agreement with Texas Association of School Board, Risk Management Fund, for the administration of the workers' compensation program for the 2017-18 fiscal year, as presented.



Waco ISD

Contribution & Coverage Summary (CCS)

Participation Period: September 1, 2017 through August 31, 2018

SCHOOL LIABILITY	Per Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$5,000,000 Maximum Annual Aggregate	\$5,000,000	\$10,000	\$68,606
General Liability	\$5,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included

PRIVACY & INFORMATION SECURITY	Deductible	Contribution
\$100,000 Limit for Privacy Liability \$100,000 Limit for Claim/Event Response Services Notification costs for up to 10,000 individuals	\$0	Included

AUTOMOBILE	Limit	Deductible	Contribution
Automobile Liability \$100,000 per Person Bodily Injury Limits/\$300,000 per Occurrence Bodily Injury Limits/\$100,000 per Occurrence Property Damage Limits	\$100/\$300/\$100	\$1,000	\$23,633
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WORKERS' COMPENSATION AGGREGATE DEDUCTIBLE				
Estimated Payroll and Contribution - Subject to Audit				
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9101 - All Other		\$7,811,677	0.005630	\$43,980
Totals		\$98,830,848		\$99,811
	A.	Estimated Contribution		\$99,811
Claims Liability Calculation	B.	Aggregate Deductible Rate		0.007600002
	C.	Estimated Payroll per above		\$98,830,848
	D.	Estimated Claims Liability (B x C)		\$751,115
	E.	Estimated Maximum Program Cost (A+D) for the Participation Period		\$850,926
TOTAL CONTRIBUTION				\$208,223
<i>This is not an Invoice.</i>				

Conditions

Liability

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

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

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

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Cooperation: Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

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

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

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

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/J. Tusa

RE: Discussion and possible action to approve and award the bid for exclusive beverage services

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Background Information:

Request for Proposals, RFP # 17-1089, Exclusive Beverage Contract, has been opened and evaluated for the purpose of awarding a bid for exclusive beverage services with the Waco Independent School District.

In exchange for monetary consideration, the contract will require the District to enter onto an exclusive relationship with one bottling company for all bottled/canned beverages purchased by the District or purchased and consumed on District property. This contract specifically excludes items used for the Child Nutrition Program, water, and fresh brewed tea and coffee.

The District received and considered three bids for this award: Coca Cola Southwest Beverages LLC, Dr. Pepper/Seven-Up Bottling Co., and Pepsi Beverages Company.

The Athletic and Business Services departments evaluated the proposals and determined that Dr. Pepper/Seven-Up Bottling Co. offered the best value to the District. Monetary donations, in-kind contributions, cases of free product, vending machine prices and rebates to the District were all taken into consideration in making the final determination. A pricing worksheet, as well as the evaluation scoresheets are attached for your review.

In addition to Dr. Pepper, the Dr. Pepper/Seven-Up Bottling Co. also provides the following beverages: Seven-Up, Sunkist, A&W Root Beer, Canada Dry, Crush, Squirt, RC Cola, Big Red, Hawaiian Punch, Snapple, Bai, and BodyArmor.

The existing exclusive beverage agreement with Coca Cola will expire on August 31, 2017. The proposed agreement with Dr. Pepper will commence on September 1, 2017. The new contract is a five-year agreement, expiring June 30, 2022, with the option for three (3) additional one-year renewals, as mutually agreed upon, for a maximum period of eight years.

Fiscal Implications:

The cost of these products will be charged to the appropriate campus/departmental budget or sold to consumers through vending machines, as permitted.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve and award the bid for exclusive beverage services to Dr. Pepper/Seven-Up Bottling Co., as presented.

RFP # 17-1089
Exclusive Beverage Contract

Bidders	Coca Cola	Dr. Pepper	Pepsi
Initial Monetary Donation	\$ 25,000.00	\$ 40,000.00	\$ 15,000.00
Recurring Annual Donation Year 2-8	\$ 105,000.00		
Recurring Annual Donation Years 2-5		\$ 60,000.00	\$ 40,000.00
Recurring Annual Donation Year 6-8		\$ 60,000.00	
Total Monetary Donation Years 1-8	\$ 130,000.00	\$ 160,000.00	\$ 55,000.00
Annual in-kind Donation	\$ -	\$ 8,000.00	\$ 2,000.00
Number of Free Cases	100 cs/\$1000 value	250	\$ 1,000.00
Price Per Case	20.22	23.75	20.26
Product Rebate per case	\$ 1.00	\$ 2.00	\$ 2.00
Vending Machine Price	1.75	1.50	1.50

Scoresheet points are based on the total monetary donation for years 1-8, as follows:

Dr. Pepper \$160,000 = 40 points

Coca Cola $\$130,000 / \$160,000 = 81\% * 40 = 32.4$

Pepsi $\$55,000 / \$160,000 = 34\% * 40 = 13.60$

Combined Evaluation Scoresheet
RFP # 17-1089
Exclusive Beverage Contract

Evaluator's Name	Coca Cola	Dr. Pepper	Pepsi
Johnny Tusa	92.40	95.00	68.60
Sherry Trotts	90.40	95.00	62.60
Jack Stanley	92.40	95.00	68.60
Mark Driskell	92.40	95.00	68.60
Total # of Points	367.60	380.00	268.40
Average Score	91.90	95.00	67.10
Rank	2	1	3

RFP # 17-1089
Exclusive Beverage Contract
Evaluation Scoresheet

Evaluation Criteria for Auctioneer Services	Max Points	Coca Cola	Dr. Pepper	Pepsi
Price (<i>low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid</i>)	40.00	32.40	40.00	13.60
Reputation of the Vendor and of the Vendors Goods and Services				
▶ Based on external references	15.00	15	15	15
▶ Extent to which goods and services meet the Districts needs	12.00	12	12	12
▶ Experience doing business with Waco ISD	5.00	5	0	0
▶ Experience doing this type of business	15.00	15	15	15
▶ Experience doing business with other school districts	10.00	10	10	10
▶ Required # of copies	3.00	3.00	3.00	3.00
Evaluator: <i>Johnny Jaso</i>	100.00	92.40	95	68.60

RFP # 17-1089
Exclusive Beverage Contract
Evaluation Scoresheet

Evaluation Criteria for Auctioneer Services	Max Points	Coca Cola	Dr. Pepper	Pepsi
<i>Price (low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid)</i>	40.00	32.40	40.00	13.60
Reputation of the Vendor and of the Vendors Goods and Services				
▶ Based on external references	15.00	15.00	15.00	15.00
▶ Extent to which goods and services meet the Districts needs	12.00	10.00	12.00	6.00
▶ Experience doing business with Waco ISD	5.00	5.00	0.00	0.00
▶ Experience doing this type of business	15.00	15.00	15.00	15.00
▶ Experience doing business with other school districts	10.00	10.00	10.00	10.00
▶ Required # of copies	3.00	3.00	3.00	3.00
	100.00	90.40	95.00	62.60
Evaluator: Sherry Trotts				

RFP # 17-1089
Exclusive Beverage Contract
Evaluation Scoresheet

Evaluation Criteria for Auctioneer Services	Max Points	Coca Cola	Dr. Pepper	Pepsi
Price (<i>low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid</i>)	40.00	32.40	40.00	13.60
Reputation of the Vendor and of the Vendors Goods and Services				
► Based on external references	15.00	15	15	15
► Extent to which goods and services meet the Districts needs	12.00	12	12	12
► Experience doing business with Waco ISD	5.00	5	0	0
► Experience doing this type of business	15.00	15	15	15
► Experience doing business with other school districts	10.00	10	10	10
► Required # of copies	3.00	3.00	3.00	3.00
Evaluator: JACK Stanley	100.00	92.40	95.00	68.60

RFP # 17-1089
Exclusive Beverage Contract
Evaluation Scoresheet

Evaluation Criteria for Auctioneer Services	Max Points	Coca Cola	Dr. Pepper	Pepsi
Price (<i>low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid</i>)	40.00	32.40	40.00	13.60
Reputation of the Vendor and of the Vendors Goods and Services				
► Based on external references	15.00	15	15	15
► Extent to which goods and services meet the Districts needs	12.00	12	12	12
► Experience doing business with Waco ISD	5.00	5	0	0
► Experience doing this type of business	15.00	15	15	15
► Experience doing business with other school districts	10.00	10	10	10
► Required # of copies	3.00	3.00	3.00	3.00
Evaluator: Mark Driskill		92.40	95	68.60

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017 **Contact Person:** S. Trotts/R. Gomez

RE: Discussion and possible action to approve the bid award for renovations at the Greater Waco Advanced Manufacturing Academy for the Construction Science Program

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Background Information:

Competitive Sealed Proposals, CSP # 17-1089, have been issued and opened for the purpose of soliciting a qualified contractor to renovate four (4) classrooms and add two (2) ADA compliant restrooms at the Greater Waco Advanced Manufacturing Academy to support the new construction science academy. This project will also include assurance that all existing electrical loads are at sufficient capacity and upgrade the HVAC in the labs to high efficient systems, improving the cooling while reducing energy consumption. Additionally, power outlets in the woodshop will be upgraded and relocated in as required for optimum usage.

The District received three (3) proposals for these services. After the Facilities and Maintenance department staff evaluated the proposals, it was determined that Mazanec Construction offered the best value to the District and is being recommended for this bid award.

A bid tabulation and the evaluation scoresheets are attached for your review.

Fiscal Implications:

The budget for this project is \$288,000 and will come from the Facilities and Maintenance's contracted service budget, as previously committed by the Board of Trustees.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the bid award for renovations at the Greater Waco Advanced Manufacturing Academy for the Construction Science Program to Mazanec Construction, as presented.

17-1087
Pricing Worksheet
GWAMA Construction - Science Program

Bidder	Base Bid	Alternate # 1 - Add work for all work associated with drainage flume and fencing	Alternate # 2 - Add Sum for work associated in the construction of courtyard slab, for masonry work	Total	Additional work, not covered in scope for jobsite labor and material furnished plus percentage	Additional work, not covered in scope for subcontractor cost plus percentage
Barsh Company	\$ 269,650.00	\$ 16,500.00	\$ 12,700.00	\$ 298,850.00	8%	8%
Mazanec Construction	\$ 245,596.00	\$ 20,352.00	\$ 17,884.00	\$ 283,832.00	15%	15%
Mitchell Construction	\$ 312,000.00	\$ 29,700.00	\$ 20,900.00	\$ 362,600.00	10%	5%

Scoresheet points will be distributed based on total price (base, alt. # 1 & alt. # 2)

Mazanec = \$283,832 = 35 points

Barsh = \$283,832/\$298,850=95%*35=33.25 points

Mitchell = \$283,832/362,600=78%*35=27.30 points

Combined Evaluation Scoresheet
CSP 17-1087
GWAMA Construction Science Program

CC

Evaluator's Name	Barsh	Mazanec	Mitchell
Raul Gomez	78.25	100.00	89.30
Mike Tyra	76.25	98.00	85.30
Alexander Villanueva	78.25	100.00	82.30
Total # of Points	232.75	298.00	256.90
Average Score	77.58	99.33	85.63
Rank	3	1	2

CSP # 17-1087
GWAMA Construction - Science Program - Evaluation
Scoresheet

CRITERIA:	Max Score	**Barsh	Mazanac	Mitchell
Price <i>(low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid)</i>	35	33.25	35.00	27.30
Financial Capacity in Relation to Size and Scope of Project	5	5.00	5.00	5.00
Experience and Reputation				
▶ Experience doing business with Waco ISD	2	2.00	2.00	2.00
▶ Experience doing this type of work	20	20.00	20.00	20.00
▶ Experience doing business with other school districts	5	5.00	5.00	5.00
Quality of Goods or Services				
▶ Based on external references	20	0.00	20.00	17.00
Safety Record	3	3.00	3.00	3.00
Adequacy of Staffing	5	5.00	5.00	5.00
Other Relevant Factors Specifically Listed in the Request for Bids, Proposals, or Qualifications (list, if applicable)				
▶ Provide requested number of copies of response	3	3.00	3.00	3.00
▶ Attendance at Pre-Bid Meeting	2	2.00	2.00	2.00
Total	100	78.25	100.00	89.30
* Points were distributed, based on the total price which included base price and both alternate prices				
** References not adequately provided, unable to award points				
Evaluator: R. Rolando Gomez				

CSP # 17-1087
GWAMA Construction - Science Program - Evaluation
Scoresheet

CRITERIA:	Max Score	** Barsh	Mazanac	Mitchell
Price <i>(low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid)</i>	35	33.25	35.00	27.30
Financial Capacity in Relation to Size and Scope of Project	5	5.00	5.00	5.00
Experience and Reputation				
▶ Experience doing business with Waco ISD	2	2.00	2.00	1.00
▶ Experience doing this type of work	20	20.00	20.00	18.00
▶ Experience doing business with other school districts	5	4.00	4.00	4.00
Quality of Goods or Services				
▶ Based on external references	20	0.00	20.00	18.00
Safety Record	3	3.00	3.00	3.00
Adequacy of Staffing	5	4.00	4.00	4.00
Other Relevant Factors Specifically Listed in the Request for Bids, Proposals, or Qualifications (list, if applicable)				
▶ Provide requested number of copies of response	3	3.00	3.00	3.00
▶ Attendance at Pre-Bid Meeting	2	2.00	2.00	2.00
Total	100	76.25	98.00	85.30
* Points were distributed, based on the total price which included base price and both alternate prices				
**References not adequately provided, unable to award points				
Evaluator: Mike Tyra 6/29/17				

CSP # 17-1087
GWAMA Construction - Science Program - Evaluation
Scoresheet

CRITERIA:	Max Score	** (Barsh	Mazanac	Mitchell
Price (low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid)	35	33.25	35.00	27.30
Financial Capacity in Relation to Size and Scope of Project	5	5.00	5.00	5.00
Experience and Reputation				
▶ Experience doing business with Waco ISD	2	2.00	2.00	2.00
▶ Experience doing this type of work	20	20.00	20.00	15.00
▶ Experience doing business with other school districts	5	5.00	5.00	3.00
Quality of Goods or Services				
▶ Based on external references	20	0.00	20.00	17.00
Safety Record	3	3.00	3.00	3.00
Adequacy of Staffing	5	5.00	5.00	5.00
Other Relevant Factors Specifically Listed in the Request for Bids, Proposals, or Qualifications (list, if applicable)				
▶ Provide requested number of copies of response	3	3.00	3.00	3.00
▶ Attendance at Pre-Bid Meeting	2	2.00	2.00	2.00
Total	100	78.25	100	82.30
* Points were distributed, based on the total price which included base price and both alternate prices				
** References not adequately provided, unable to award points				
Evaluator: Alexander Villanueva				

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/R. Gomez

RE: Discussion and possible action to designate the construction delivery method and appoint an architect team for science lab renovations at the Greater Waco Advanced Health Care Academy

=====

Background Information:

The Career and Technology Education Department has requested that the existing gymnasium at the Greater Waco Advanced Health Care Academy be renovated to provide two new science labs. In addition, the existing office space and storage room will be reconfigured for the storage of textbooks, equipment, and science materials. Other renovations will include new fixtures in the restrooms, HVAC, and plumbing fixtures in the new labs. As part of the project, the architect will validate the sufficiency of available power sources.

In order to start the construction process, the construction delivery method needs to be declared and the architect team chosen. The Facilities and Maintenance Department are recommending the architectural team of Wallace Group/Pfluger be assigned to this project for design services. They are also recommending that the “competitive sealed proposal” methodology be selected as the construction delivery method for the project.

Fiscal Implications:

The budget for this project is \$678,380.00 and will come from funds previously committed by the Board of Trustees from the unassigned general fund balance.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees designate “competitive sealed proposal” as the construction delivery method and appoint the architect team of Wallace Group/Pfluger for design services for science lab renovations at the Greater Waco Advanced Health Care Academy, as presented.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/R. Gomez

RE: Discussion and possible action to designate the construction delivery method and appoint a structural engineer for repairs to the fire escape at the administration building

=====

Background Information:

As a result of recent safety inspections, the District must undertake repairs or replace the fire escape at the Administration building. Preliminary assessment of the structure's condition would indicate that replacement is not necessary and major repairs will be sufficient to remediate the situation.

In order to start this repair process, a construction delivery method must be designated and a design professional, structural engineer, appointed to the project. The Facilities and Maintenance Department is recommending the engineer team of Wiss, Janney, Elstner Associates, Inc. be assigned this project for structural engineering services. They are also recommending that the "competitive sealed proposal" process be selected as the delivery method for this project.

Fiscal Implications:

The budget for this project is \$290,000.00 and will come from the Facilities and Maintenance contracted building maintenance funds.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees designate "competitive sealed proposal" as the construction delivery method and appoint Wise, Janney, Elstner Associates, Inc., as the structural engineer for repairs to the fire escape at the administration building, as presented.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/D Pate

**RE: Discussion and possible action to approve and authorize the
administration to execute a contract with the Bayes Achievement
Center for residential placement**

=====

Background Information:

Beginning in December 2012, the District has contracted with the Bayes Achievement Center (the Center) for the residential placement of a special education student, as required in the student's A.R.D.

The Bayes Achievement Center, Inc., offers a residential treatment program and non-public school staffed by trained professionals and paraprofessionals. The staff at the Center continually works towards providing a warm and loving family environment that replicates the nurturing environment of a normal home.

The Center is licensed by the Texas Department of Family and Protective Services (TDFPS) to serve emotionally disturbed children; both male and female ages 6 through 17. The Center is a "TEA Approved Non-Public Day School" authorized to serve students ages 3 through 22. Although the Center is approved to service a broader age range, the age criteria established for admission is ages 6 through 17. The Center is unable to serve children who are without behavior problems, non-ambulatory, H.I.V. positive, pregnant/parenting, have a primary issue of substance abuse, those who require skilled medical care, or any individual whose safety would be at risk due to the use of behavior interventions such as personal restraints (i.e. medically fragile, AAI).

The District has been pleased with the services offered by the Center and would like to continue placement for this student for the 2017-18 school year.

Fiscal Implications:

The total cost of these services for the period August 31, 2017 through July 31, 2018 is \$ 231,916.45. These annual services include residential educational, occupational and behavioral therapy services as well as speech, and counseling therapy. Services can be cancelled without cause with a thirty (30) day advance notice.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve, and authorize the administration to execute a contract, with Bayes Achievement Center, Inc., for the residential placement of a special education student, as required by the student's A.R.D.

**Contract by and Between
Waco Independent School District
And
Bayes Achievement Center, Inc.**

THIS AGREEMENT is made and entered into this 1st day of June 2017, by and between the **Bayes Achievement Center, Inc.** ("Contractor"), a Texas corporation, and **Waco Independent School District** ("School District"), for the purpose of educational services.

RECITALS

WHEREAS, Contractor provides specialized educational residential services to a student with disabilities and resides in Texas; and

WHEREAS, School District desires to contract with Contractor to obtain services for _____ a student with disabilities; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived there from, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. OBLIGATIONS OF CONTRACTOR

A. Services - Contractor agrees to provide the Student with the following services according to a mutually agreed upon Individual Education Plan and other plans of care:

1. Residential Services that include 24-hour supervision, psychiatric services, food, and lodging. Contractor will coordinate appointments for medical care.
2. Behavior Programming
3. Educational Services
4. Related Services:
 - Occupational Therapy
 - Speech Therapy

B. Transition Services. Transition services, including mileage and per diem fees, are billed separately to the School District and are not considered part of this agreement. Transition services include:

1. In-Home Training
2. Teacher/Staff Training
3. In-Service Training

These services outlined in this contract will be provided without cost or charge to parents, guardians, surrogate or adult students.

C. Billing. The Contractor will provide the specialized facilities and personnel necessary to supply all services covered by this contract. The Contractor agrees that funds will be utilized in accordance with the attached cost analysis sheet. Billing for additional services will be provided.

D. Reports of Abuse and Neglect. Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law.

E. Criminal History Clearances. Contractor warrants that it has obtained satisfactory criminal history record information on its employees. If employee of the Contractor has a criminal history relevant to his or her employment then the Contractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with disabilities served by the Contractor.

F. Access to records. Contractor agrees to allow the School District access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable the School District to audit, monitor, and review all financial or programmatic activities in services associated with this agreement.

The Contractor will maintain its records and accounts for a minimum of seven years after the termination of services. The Contractor shall provide periodic reports to the School District including:

- Report Cards
- IEP Updates
- Copies of Emergency Behavior Intervention Reports
- Treatment Plan Reviews

The Contractor will furnish to the School District any necessary reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and Texas State Board of Education and in order to comply with all applicable federal statutes, regulations and executive orders.

II. OBLIGATIONS OF SCHOOL DISTRICT

A. Payment

School District will pay Contractor a total sum of **Two hundred thirty-one thousand nine hundred sixteen dollars and forty-five cents (\$231,916.45)** for all services covered by this contract as reflected in the Cost Analysis. This sum may vary in accordance with any changes made by the Admission, Review, and Dismissal ("ARD") Committee to the Student's Schedule of Services. This sum shall be payable upon receipt of a monthly invoice. Should payment(s) not be made when due, a late charge will be added, the interest rate shall be that allowed by the Texas Government Code, Subchapter B, Chapter 2251.025, calculated on the past-due balance and the number of days past due. Failure to pay constitutes a breach of contract which may result in termination of the contract and/or in initiation of collection procedures.

B. Evaluation, Plans and Meetings

The School District maintains responsibility for:

1. Conducting ARD meetings, supplying all necessary paperwork for the ARD meeting and completing all appropriate invitations and notices.
2. Individual Education Plans ("IEP") - To be furnished by the School District ARD committee. The IEP will be jointly implemented and monitored by Contractor and School District.
3. Annual re-evaluation of appropriateness of the instructional agreement.
4. Psychological evaluation reports and/or evaluations concerning other related services.
5. Three-year Full and Individual Evaluation.
6. Coordinating and conducting all testing as mandated by state and federal regulation.

III. CONSENT AND CONFIDENTIALITY

Student records are confidential. Contractor agrees not to release student information without the written authorization of parents, guardian, legally authorized representative or adult student, in a medical emergency or pursuant to a lawful judicial order.

Contractor agrees to maintain student records in compliance with state and federal laws relating to the security and retention of educational and medical records. Contractor agrees to institute appropriate procedures for safeguarding protected information of students. Contractor agrees to maintain student records for seven years after the termination of services.

IV. TERM AND TERMINATION

- Term.** The term of this Agreement is **8/01/2017 to 7/31/2018**.
- Immediate Termination.** Contractor may terminate this Agreement immediately if Contractor has cause to believe that termination of the Agreement is in the best interests of the health and safety of the Student served under this Agreement or the staff. The School District may terminate this Agreement immediately if the Contractor is not approved through the Texas Education Agency's Non-Public School review process.
- Termination Upon Default.** Either party may terminate this Agreement after thirty (30) days written notice if the other party is in default of any of the provisions herein.
- Termination without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
- Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.

- F. **Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

V. MISCELLANEOUS

- A. **Nondiscrimination.** Contractor agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder.
- B. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of School District and Contractor.
- C. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
- D. **Governing Law and Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Walker County, Texas.
- E. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to School District or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Contractor:
Bayes Achievement Center, Inc.
7517 Highway 75 South
Huntsville, Texas 77340

If to the School District:
Sherry Trotts, Director of Purchasing
Waco Independent School District
P.O. Box 27
Waco, Texas 76703-0027

- F. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

Executed on behalf of **Bayes Achievement Center, Inc., "Contractor"**, this 1st day of June, 2017, Walker County, Texas.

BY:  Daniel Bayes, M.Ed., BCBA, Executive Director

Executed on behalf of **Waco Independent School District, "School District"** this _____ day of _____, 2017,
_____ County, Texas.

BY: _____ TITLE: _____

Bayes Achievement Center, Inc.**Cost Analysis****Student:** _____**Duration:** 8/1/2017 - 7/31/2018**District:** Waco Independent School District**Duration of Contract (Days):** 365**A. Fixed Costs:**

Category	Rate	Service Total
Behavior Programming 24 hours per day - 365 days	\$340.00	\$124,100.00
Educational Services - ABA x 1.7	\$5,541.00	\$9,419.70
Residential Services - 365 days	\$260.95	\$95,246.75
A. Total Fixed Costs:		\$228,766.45

Fixed Daily: \$626.76

B. Variable Costs:

Related Service	Contact Type	Frequency		Per Unit Rate	Related Service Total
		Description	Number of Contacts		
Speech Therapy	Direct	15 minutes per week	= 42	\$25.00	\$1,050.00
Occupational Therapy	Direct	30 minutes per week	= 42	\$50.00	\$2,100.00
Counseling - Individual	None		= 0	\$0.00	\$0.00
Counseling - Group	None		= 0	\$0.00	\$0.00
Counseling - Family	None		= 0	\$0.00	\$0.00
Physical Therapy	None		= 0	\$0.00	\$0.00
Orientation and Mobility	None		= 0	\$0.00	\$0.00
Music Therapy	None		= 0	\$0.00	\$0.00
	None		= 0	\$0.00	\$0.00
	None		= 0	\$0.00	\$0.00
B. Total Variable Costs:					\$3,150.00

Total Costs:

Cost Category	Total
A. Total Fixed Costs	\$228,766.45
B. Total Variable Costs	\$3,150.00
Total:	\$231,916.45

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Trotts/Y. Williams

RE: Discussion and possible action to approve an Interlocal agreement between Waco ISD and the University of Texas at Austin Institute for Public School Initiatives

=====

Background Information:

The Waco ISD seeks to enter into an interlocal agreement with the University of Texas at Austin Institute for Public School Initiatives. This participation would specifically involve Kendrick and West Avenue Elementary Schools. The Institute for Public School Initiatives provides tailored professional development aimed at aligning instruction with state standards. Staff members from both campuses will participate in differentiated professional development focused on increasing the academic rigor of instruction, which will improve instructional delivery and student outcomes.

The agreement will be in effect from August 1, 2017 and shall terminate on May 31, 2018. However, the total number of service days will not exceed fifteen. A copy of the proposed agreement is attached.

Fiscal Implications:

The cost of this agreement is \$22,500 and will be split equally between Kendrick and West Avenue Elementary Schools and charged to their respective professional development funds budgeted through Title I.

Administrative Recommendation(s):

The Administration recommends the Board of Trustees approve the interlocal agreement with the University of Texas at Austin Institute for Public School Initiatives for professional development services at Kendrick and West Avenue Elementary Schools, as presented.

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties:

The Receiving Party: *Kendrick Elementary*
1801 Kendrick Lane
Waco, TX 76711
Tonya Coleman Tonya.Coleman@wacoisd.org
(254) 752-3316 ext. 206 AND

West Avenue Elementary
1101 N. 15th Street
Waco, TX 76707

The Performing Party: The University of Texas at Austin
Institute for Public School Initiatives
Dr. Daryl Michel, Director of Academic Foundation Initiatives
5316 Highway 290 West
Suite 510
Austin, TX 78735
(210) 380-8375 dmichel@ipsi.utexas.edu

II. Statement of Services to be Performed

The Institute for Public School Initiatives (IPSI) at The University of Texas at Austin will provide professional development and technical assistance for teachers and leaders at Kendrick Elementary and West Avenue Elementary in the Waco Independent School District.

III. Contract Amount

Cost: 15 days at \$1,500 per day.

The total amount of this agreement shall not exceed **\$22,500 (Twenty-Two Thousand Five Hundred Dollars)**. The cost shall be split up between Kendrick Elementary and West Avenue Elementary.

IV. Payment of Services

Receiving Party will remit payment to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payment made under this Contract (1) is based on cost recovery, (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

Make all checks payable to:

The University of Texas at Austin

Mailing address:
Institute for Public School Initiatives
5316 Highway 290 West
Suite 510
Austin, Texas 78735
Attn: Joy Whitney

V. Warranties

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VI. Term of the Agreement

This Agreement is effective as of August 1, 2017 or date fully executed by both parties ("Effective Date") and shall terminate on May 31, 2018.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

The Receiving Party

Kendrick Elementary

By: _____

Name: _____

Title: _____

Date: _____

West Avenue Elementary

By: _____

Name: _____

Title: _____

Date: _____

The Performing Party

The University of Texas at Austin

By: _____

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: _____

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: S. Davis/D. McCall

RE: Discussion and possible action to approve a memorandum of understanding between the Waco Independent School District and partner independent school districts and set the tuition and building fee rates for the Greater Waco Advanced Manufacturing and Health Care Academies for the 2017-2018 school year

=====

Background Information:

The Memorandum of Understanding establishes the agreement between the Waco Independent School District and the Partner Independent School Districts regarding participation in the Greater Waco Advanced Manufacturing Academy (GWAMA) and the Greater Waco Advanced Health Care Academy (GWAHCA) for the 2017-18 school year.

The administration is recommending an increase of \$200 in the building use fee from \$400 to \$600 per student for the 2017-18 school year. The tuition rate of \$2,900 per student will remain the same for the 2017-18 school year.

This represents a 5.7% increase in the total rate charged for the 2016-17 school year. It is estimated that indirect building and administrative costs run approximately \$523 per student (based on 445 students). Therefore, the \$600 building fee covers those incurred costs and provides an additional \$77 dollars per student toward required building modifications.

However, the tuition rate of \$2,900 does not cover the direct program costs which are estimated to run \$4,346 per student for the 2017-18 school year (\$3,989 per student at a full-year capacity, based on staffing, of 505 students). As a result, expenditures are estimated to exceed revenues by \$609,333 for the 2017-18 school year. The administration will review these rates for 2018-19.

Student tuition will be prorated in the event a student moves out of the Partner ISD's attendance zone. Tuition for student's removed for disciplinary reasons or withdrawn for personal reasons will not be prorated. The \$600 building use fee will not be prorated in any event.

A copy of the Memorandum of Understanding is attached for your review.

Fiscal Implications:

Tuition revenue and building use fees are credited to a special revenue fund set up as a cost center to account for revenues and expenditures related to the Advanced Academies (other than those expenditures funded by federal or other grant sources).

Administrative Recommendations:

The administration recommends the Board of Trustees approve the Memorandum of Understanding between the Waco Independent School District and partner independent school districts and set the tuition rate and building fee for the Greater Waco Advanced Manufacturing and Health Care Academies for the 2017-18 school year, as presented.

Waco Independent School District
Memorandum of Understanding
Greater Waco Advanced Academies

Waco Independent School District (“WISD”) and the Partner Independent School Districts (individually “Partner ISD”), enter the following Memorandum of Understanding for the 2017-2018 school year regarding the Greater Waco Advanced Manufacturing Academy (“GWAMA”) and Greater Waco Advanced Healthcare Academy (“GWAHCA”) (individually “*Academy*” and collectively “*Academies*”)

Now therefore, the parties to the Memorandum of Understanding mutually agree to the following:

I. Purpose:

Whereas, WISD operates GWAMA and GWAHCA as two magnet schools with the purpose of the *Academies* being to:

- a. provide all students with the opportunity to meet challenging academic content and student academic achievement standards;
- b. support the development and design of innovative education methods and practices that promote diversity and increase choices in public education programs;
- c. support capacity development (the ability of a school to help all its students meet more challenging standards) through professional development and other activities that will enable the continued operation of the *Academies* at a high performance level after funding ends;
- d. Support the implementation of courses of instruction in the *Academies* that strengthen students’ knowledge of academic subjects and their grasp of tangible and marketable vocational skills.

II. Student Eligibility Requirement:

- a. In order to apply to enroll in either of the *Academies* a student must have Sophomore, Junior or Senior standing at a Partner ISD;
- b. A student must have the written approval of his/her Partner ISD in order to apply to enroll in either of the *Academies*; and
- c. A student must have completed the application to enroll in either of the *Academies*.

III. Academic Calendar for the *Academies*

- a. The *Academies* will follow the WISD academic calendar for the 2017-2018 school year. This will apply to grades, attendance, holidays, etc.
- b. If a Partner ISD academic calendar differs from the WISD academic calendar, it is the responsibility of the Partner ISD to submit a copy of their academic calendar to WISD prior to the start of the 2015 school year.

IV. Grades

- a. The *Academies* will submit each student's grades to the student's home campus at each student's sending Partner ISD, respectively, based on the WISD academic calendar.
- b. The *Academies* will provide access for grades at all times to each Partner ISD for all students enrolled from the Partner ISD.
- c. If the grading cycle of a Partner ISD is different from the WISD grading cycle, then the Partner ISD may give an incomplete until the WISD grading cycle is completed.
- d. Each Partner ISD will provide written notification to the *Academies* prior to the start of the 2017 school year on how the Partner ISD prefers the grades for any of its students enrolled in either of the *Academies* to be reported. If a Partner ISD is on a different grading cycle, it is likely that that Partner ISD's students' grades will be different than when the grade is determined using the Partner ISD's calendar due to lack of six-weeks test, etc.

V. Attendance

- a. All students enrolled in either of the *Academies* from a Partner ISD are expected to attend the *Academy* of enrollment for the entire school year. Students will not be permitted to withdraw from an *Academy* without Partner ISD and *Academy* written approval.
- b. In the event a student enrolled in either of the *Academies* becomes pregnant during the school year, WISD may require a medical release/authorization approving that student's continued attendance/participation in the *Academy*.
- c. In the event a student enrolled in either of the *Academies* is unable to continue attending the *Academy* due to medical/health reasons (including, but not limited to pregnancy) the sending Partner ISD will be responsible for providing any homebound and/or pregnancy related services to that student.
- d. The *Academies* will submit student attendance to each student's home campus weekly.

- e. Students are expected to attend the *Academies* according to the WISD academic calendar.
 - i. For instance, if a Partner ISD is not in school, but WISD is, then Partner ISD's students are expected to be present at the *Academy* in which the student is enrolled.
 - ii. If WISD has a scheduled student holiday, but a Partner ISD does not, students from that Partner ISD will not attend either of the *Academies* on the WISD scheduled student holiday.
 - iii. If a student from a Partner ISD has a school related event causing the student to be absent from one of the *Academies*, the Partner ISD will notify the *Academy* (in which the absent student is enrolled) as soon as confirmation of the event and the student's participation has occurred.

VI. Tuition and Billing

- a. WISD will bill the Partner ISD for the cost of tuition – (\$2,900 per student for the 2017-1018 school year), and a building use fee of \$600 per student for the 2017-2018 school year.
 - i. Student tuition will be prorated in the event a student moves out of the Partner ISD's attendance zone.
 - ii. If a student is removed for disciplinary reasons, the student's tuition will not be prorated based on the number of days enrolled.
 - iii. If a student wishes to withdraw for personal reasons, tuition will not be prorated.
 - 1. WISD reserves the right to make exceptions on the proration rules set forth above regarding disciplinary and personal withdrawals as determined by Campus Director of each of the *Academies*.
 - iv. The \$600 building fee will not be prorated in any event.
 - v. Invoices will be calculated for each student enrolled from each partner ISD. After the 10th class day of the 2017-18 academic school year, the full fee of \$3,500 (\$2,900 + \$600) will be charged and billed to the student's ISD.
 - vi. An Invoice will be mailed out to each Partner ISD for each student enrolled (from the Partner ISD) at either *Academy* during the 2017-2018 school year. Invoices will be mailed after completion of the first six week grading cycle of WISD.

VII. Other Fees

- a. Any and all fees for Dual Credit, certification, background checks, fingerprinting, drug screening, required immunizations, or health tests required will be paid by the student or the sending Partner ISD, as determined by Partner ISD administration.

IX. Course Offerings

- a. The *Academies* will provide a course list to Partner ISDs prior to the start of the 2017-2018 school year.

X. Discipline

- a. It is the expectation that students will maintain the highest level of discipline and safety at the *Academies*. It is the expectation that each Partner ISD will support the *Academies* in maintaining discipline. Discipline enforcement will be the responsibility of the sending Partner ISD for its students enrolled in either of the *Academies*. The *Academies* will use a discipline model that, to the extent feasible, simulates practices for employees in current professional workplaces. Representatives from the *Academies* will provide a detailed report for each student to the student's home campus of the Partner ISD for that campus to use in making a decision on a discipline incident. Partnering districts are expected to enforce their normal disciplinary rules to students of the *Academies*.
- b. The *Academies* reserve the right to remove a student at any time for disciplinary reasons.

XI. Special Education/504

- a. It is ultimately the responsibility of the Partner ISD to ensure that a student's IEP is implemented as written, as well as to conduct all student ARD and 504 meetings.
- b. Prior to the start of the school year, each Partner ISD will provide written notification to each of the *Academies* of all Special Education and 504 students from that Partner ISD.
- c. Each Partner ISD agrees to send all IEPs for its students enrolled in either of the *Academies* to the appropriate *Academy* prior to August 10, 2017.
- d. The *Academies* will implement the IEP as written with one exception; it is the responsibility of the sending Partner ISD to provide additional staff support if designated in a student's IEP.

- e. Each sending Partner ISD agrees to invite an *Academy* representative (from the *Academy* in which a particular student is enrolled) to attend and offer feedback for all student ARD and 504 meetings.

XI. Partner ISD's Responsibilities

Each Partner ISD understands and agrees that it is making a commitment to work collaboratively to achieve project goals, and to:

- a. Support and utilize the *Academies*;
- b. Aid in recruiting a target number of students based upon a predetermined percentage, and using a lottery system that supports desegregation of minority student groups;
- c. Support the Magnet Schools Assistance Program grant and project philosophy to reduce minority group isolation, build institutional capacity to increase Industrial Science / Career and Technology course credits, increase parental involvement, improve academic achievement, and increase Postsecondary success for students in the greater Waco area;
- d. Provide transportation for accepted students to and from the *Academies* and to and from the sending Partner ISD;
- e. Ensure students enrolled at the *Academies* are provided the opportunity to have breakfast and lunch at a student's home campus within the sending Partner ISD;
- f. Share student data with WISD and/or External Evaluator including, but not limited to, test data on students for the purposes of completing evaluations of the Magnet Schools Assistance Program grant;
- g. Agree to work with the *Academies* to accept course credits earned by students.

XII. Multiple Counterparts and Facsimile

This Memorandum of Understanding may be executed in separate or multiple counterparts by the parties, each of which shall be deemed to be an original. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties, and all such copies shall be considered as one and the same Memorandum of Understanding. In addition, any true and correct photocopy or facsimile copy of this Memorandum of Understanding together with any signatures on such documents transmitted by any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including any proceedings relating to this Contract. Upon request by any party, any counterpart, photocopy or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without effecting the effective date or actual execution dates.

WACO ISD

By _____
Dr. A. Marcus Nelson, Superintendent

Date _____

PARTNER ISD

By _____
_____, Superintendent

Date _____

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: Sheryl Davis

RE: Discussion and possible action to approve an interlocal cooperation agreement and fiscal agent contract between the McLennan County Challenge Academy and participating districts for the 2017-2018 school year

=====

Background Information:

The attached Interlocal Cooperation Agreement establishes the McLennan County Challenge Academy as a provider of Alternative Education Programs for area school districts pursuant to V.T.C.A. Education Code, Chapter 37 and the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791. The initial agreement creating the McLennan County Challenge Academy was executed in December, 1995. Each year, Waco ISD must renew this agreement as a participating district.

Funding of the program, as outlined in the Memorandum of Agreement (MOU), is structured to fully fund the program while better accommodating placements in the Logue Juvenile Detention Center. Districts will pay an annual participation fee of \$1500, discretionary placements at the Challenge Academy will be charged at \$75.00 per each day of attendance (a decrease from the \$100.00 charged in 2016-17) and placements at the detention center will be charged at \$50.00 per each day of attendance. District's choosing not to pay the annual participation fee will be charged \$150.00 per each day of attendance at the Challenge Academy. These rates represent an average decrease in revenue of approximately 12.9% from the prior year. The estimated impact of the decrease to Waco I.S.D., based on 2016-17 participation, is \$116,000.

Effective August 1, 2006, Waco I.S.D. entered into an agreement to serve as fiscal agent of the McLennan County Challenge Academy. This agreement, between Waco I.S.D. and the McLennan County Juvenile Board, must also be renewed annually. The District receives a fiscal agent fee equivalent to its unrestricted indirect cost rate as approved by the Texas Education Agency. For 2017-18, the approved rate is 11.563% of total expenditures. This unrestricted indirect cost rate covers both administrative costs, such payroll, as well as plant maintenance and operations and security costs. A copy of the fiscal agent contract is also attached.

Fiscal Implications:

All costs associated with these agreements will be paid by participating districts as outlined in the agreement. As fiscal agent, Waco I.S.D. receives a fee equivalent to six percent (11.563%) of total expenditures. The impact of the anticipated increases in cost and revenue on the general fund have been included in the 2017-18 proposed budget.

Administrative Recommendations:

The administration recommends the Board of Trustees approve the 2017-18 Interlocal Cooperation Agreement and Fiscal Agent Contract with the McLennan County Challenge Academy, as presented.

2017-2018
INTERLOCAL COOPERATION CONTRACT/MEMORANDUM OF UNDERSTANDING
FOR THE OPERATION
OF THE McLENNAN COUNTY CHALLENGE ACADEMY
TO PROVIDE
ALTERNATIVE EDUCATION PROGRAMS

This Interlocal Cooperation Contract/Memorandum of Understanding is made by and between the McLennan County Juvenile Board, Waco ISD (as fiscal agent and as a participating school district), and each of the independent school districts of McLennan County, Texas who are signatories to this agreement as set forth below, pursuant to V.T.C.A. Education Code, Chapter 37 and the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 upon the following terms and conditions:

- (1) Purpose: The purpose of this Agreement is to govern and operate the McLennan County Challenge Academy (hereinafter "Academy") and to provide education services including a juvenile justice alternative education program (JJAEP), and an Alternative Education Program (AEP) for students, school districts and the juvenile board in McLennan County, Texas pursuant to V.T.C.A. Education Code Chapter 37.
- (2) Governance: The Academy shall operate independent and apart from the parties to this agreement and shall not be a political subdivision, subsidiary, joint venture, or partnership of McLennan County or the McLennan County Juvenile Board. The governance of the Academy shall be as set forth in Attachment "1" titled Governance Structure for the McLennan County Challenge Academy, and the laws of the state of Texas, including but not limited to the Texas Education Code and regulations of the State Board of Education and/or the Texas Juvenile Justice Department. All terms and conditions in Attachment "1" are incorporated by reference herein and made a part hereof, the same as if copied into this contract verbatim.
- (3) Services, Terms, Rights and Duties: The general services, terms, rights and duties addressed and/or created hereby are as set forth in Attachment "2" hereto, which is incorporated by reference herein. McLennan County and the Juvenile Board shall not, and do not by the execution of this Agreement assume any responsibility to participate financially, legally or otherwise in the education process and the business of the school districts and their students except for those obligations specifically mandated by statute involving certain expelled students or adjudicated delinquents.
- (4) Payment for Services: Payment for services hereunder will be made from current revenues of the paying party. Payment for services shall be made as set forth in Attachment "2". The parties understand, acknowledge and agree the payments provided for in Attachment "2" are in an amount which will fairly compensate McLennan County Challenge Academy and Waco ISD, as fiscal agent for the services provided hereunder.
- (5) Term: This Agreement shall become effective August 1, 2017 and shall remain in force unless terminated by the mutual agreement of the parties.

- (6) Authorization: This agreement has been authorized by the McLennan County Juvenile Board and by the Board of Trustees of each school district who is a party to the agreement.

**McLENNAN COUNTY
JUVENILE BOARD**

By: _____
(Name) (Title)

Date: _____

**WACO ISD (Fiscal agent and
Participating School District)**

By: _____
(Name) (Title)

Date: _____

AXTELL ISD

By: _____
(Name) (Title)

Date: _____

BOSQUEVILLE ISD

By: _____
(Name) (Title)

Date: _____

BRUCEVILLE-EDDY ISD

By: _____
(Name) (Title)

Date: _____

CHINA SPRING ISD

By: _____
(Name) (Title)

Date: _____

CONNALLY ISD

By: _____
(Name) (Title)

Date: _____

CRAWFORD ISD

By: _____
(Name) (Title)

Date: _____

GHOLSON ISD

By: _____
(Name) (Title)

Date: _____

LORENA ISD

By: _____
(Name) (Title)

Date: _____

McGREGOR ISD

By: _____
(Name) (Title)

Date: _____

MOODY ISD

By: _____
(Name) (Title)

Date: _____

ROBINSON ISD

By: _____
(Name) (Title)

Date: _____

WEST ISD

By: _____
(Name) (Title)

Date: _____

HALLSBURG ISD

By: _____
(Name) (Title)

Date: _____

MART ISD

By: _____
(Name) (Title)

Date: _____

MIDWAY ISD

By: _____
(Name) (Title)

Date: _____

RIESEL ISD

By: _____
(Name) (Title)

Date: _____

LA VEGA ISD

By: _____
(Name) (Title)

Date: _____

METHODIST CHILDREN'S HOME

By: _____
(Name) (Title)

Date: _____

Attachment “1”

GOVERNANCE STRUCTURE

FOR THE

McLENNAN COUNTY CHALLENGE ACADEMY

On or about December 1, 1995, an interlocal agreement defining the responsibilities and duties of the eighteen (18) public schools of McLennan County and the McLennan County Juvenile Board was signed bringing into existence the McLennan County Challenge Academy (MCCA or Academy). This collaboration created and is operating an alternative education program (AEP) and a Juvenile Justice Alternative Education Program (JJAEP).

The Academy’s Governance Board

MCCA will be governed by a Governance Board as set forth below:

A thirteen (13) member Governance Board of the McLennan County Challenge Academy shall be formed and constituted as follows:

Chairperson: The chairperson of the McLennan County Juvenile Board (or an appointed representative thereof) shall serve as a chairperson for the MCCA Governance Board. The chairperson of the MCCA Governance Board shall have a vote. Said vote may be counted as two votes in the event of a tie vote in order to break the tie.

Member-McLennan County Juvenile Probation Department: The Chief Probation Officer of the MCJPD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member Fiscal Agent ISD: The Superintendent of Schools or his/her designee for the district serving as fiscal agent for the MCCA shall serve as a voting member of the MCCA Governance Board. The fiscal agent for 2017-2018 is Waco ISD.

Member-La Vega ISD: The Superintendent of Schools of La Vega ISD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member-Midway ISD: The Superintendent of Schools of Midway ISD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member Zone I: One Superintendent annually elected from the schools in Zone I shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone I are: Bosqueville ISD, Gholson ISD, West ISD, and Connally ISD.

Member Zone II: One Superintendent elected from the schools in Zone II shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone II are: Robinson ISD, Axtell ISD, Mart ISD, Hallsburg ISD, and Riesel ISD.

Member Zone III: One Superintendent elected from the schools in Zone III shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone III are: China Spring ISD, Crawford ISD, McGregor ISD, Lorena ISD, Bruceville-Eddy ISD, and Moody ISD.

Member At-Large Representing the Minority Community: Two representatives from the Hispanic community of McLennan County shall be named by the Chairman of the Juvenile Board. Each representative will serve a one-year term as a voting member of the MCCA Governance Board.

Member At-Large Representing the Minority Community: Two representatives from the African-American community of McLennan County shall be named by the Chairman of the Juvenile Board. Each representative will serve a one-year term as a voting member of the MCCA Governance Board.

Member At-Large Representing McLennan County: One voting member of the MCCA Governance Board shall be selected annually from the residents of McLennan County. The Chairman of the Juvenile Board shall select this representative. The representative will serve a one-year term as a voting member of the MCCA Governance Board.

The thirteen (13) member Governance Board shall serve as the legally constituted governing body for the McLennan County Challenge Academy. Those members who are annually appointed or elected shall be so elected or appointed by November 1 of each calendar year. The Chairperson of the Governance Board may cast a tie-breaking vote if the ISDs in any Zone otherwise cannot select a superintendent to represent the Zone on the Board. The one-year term for those members shall run from November 1 of the current year to October 31 of the following year.

The Academy's Governance Board shall meet at the call of the Chairperson, the Superintendent of the fiscal agent, or upon the written request of any two members of the Board delivered to the Chairperson. The Board shall conduct business, act and proceed in accordance with the laws of the state of Texas including the Texas Education Code, the Texas Family Code, the policies, rules, regulations, and standards of the Texas Juvenile Justice Department, the regulations of the State Board of Education, and the policies, rules and regulations adopted by the Academy's Governance Board. The Board shall conduct business in accordance with the Roberts Rule of Order unless inconsistent with this Governance Structure, state laws or policies, rules or regulations adopted by the Board.

Seven members of the Board must be present to constitute a quorum. The board shall act or proceed by and through resolutions, motions or orders adopted or passed by the Board and the affirmative votes of a majority of all members of the Board shall be required to adopt or pass a motion, resolution or order.

The duties of the Academy's Governance Board shall include but not be limited to:

- (1) The selection and recommendation for employment of the MCCA Director of Operations. The Director of Operations will become legally employed by the fiscal agent, Waco ISD, and must be formally approved by the Waco ISD Board of Trustees. Employees of the MCCA shall be governed by the policies and procedures of the employing school district.
- (2) The approval of Operating Policies and Procedures for MCCA.

- (3) The approval of an annual operating budget including the establishment of annual per student rate charged to each member school district for students served by the MCCA and reimbursement to the fiscal agent for its expenses in acting as fiscal agent.
- (4) The approval of a McLennan County Student Code of Conduct. As set out in the Texas Education Code, Chapter 37, this overarching Student Code of Conduct shall be approved by the Juvenile Board and shall become the guiding code of conduct for the placement of students in the MCCA.
- (5) The approval of contractual or unbudgeted purchases necessary to the effective operation of the MCCA.
- (6) Other policies or procedures as appropriate to the governance of the MCCA and as necessary to obtain approval of the Texas Juvenile Justice Department.

Attachment “2”

SERVICES, DUTIES, COMPENSATION AND FUNDING, OPERATIONS, RIGHTS, AND RESPONSIBILITIES

1. Funding of Academy.
 - (a) Funding for Juvenile Justice Alternative Education Program (JJAEP): Pursuant to §37.011 of the Education Code, the Juvenile Board is required to provide a JJAEP for students who have been found to have engaged in conduct described in §37.007 and §37.0081 of the Education Code. The Academy will meet this requirement for the Juvenile Board by providing a JJAEP as part of the Academy system. For those students whose expulsion was **discretionary** (§37.007 (b), (c), (f), and §38.0081 of the Education Code), the JJAEP placement shall be funded by the ISD receiving ADA funding and if the student is not enrolled, the residing address determines the school district responsible for funding the student placed in the JJAEP based on a rate established by the Academy's Governance Board. For those students **placed** by the ISD as registered sex offenders (§37.301-§37.311 of the Education Code) the placement shall be funded by the ISDs having students placed in the JJAEP based on a rate established by the Academy's Governance Board. For those students adjudicated for delinquent conduct who are **judicially placed** in the JJAEP, the placement shall be funded by the ISDs having students placed in the JJAEP based on a rate established by the Academy's Governance Board. The established daily rate for the JJAEP for the 2017-2018 school year is \$75.00 per day for each day the student is in attendance. For those students whose expulsion was **mandatory** (§37.007 (a), (d), and (e) of the Education Code), the JJAEP placement shall be funded by the McLennan County Juvenile Board with funds provided contractually through the Texas Juvenile Justice Department. The revenue source for the JJAEP shall be kept separately by the fiscal agent. In addition to any other funding or payment obligations under this Agreement, if any, all school districts who are party to this Agreement shall pay an annual participation fee of \$1,500 dollars to support program operations. If a school district does not pay the annual participation fee of \$1,500 dollars by the annual deadline established by the Academy's Governance Board, then the established daily rate for the JJAEP for the 2017-2018 school year for that school district shall be \$150.00 per day for each day the student is in attendance.
 - (b) Funding for Alternative Education Programs (AEP): Programs for students residing in the Logue Juvenile Detention Center will be provided at the Logue Center in accordance with the existing practice of providing education programs and staff at the detention facility, at the expense of and with the cooperation of the Independent School Districts (hereinafter "ISD"). Each ISD shall allocate and pay to the Academy for the provision and operation of the AEP a daily sum determined pursuant to a rate adopted by the Academy's Governance Board (subject to adjustment by the MCCA Governance Board within said year) during each calendar year of this Agreement. The rate established, and the sum arrived at by application thereof, must be at least equal to the amount required by Chapter 37, Education Code. The established daily rate for the AEP (Logue Detention Center) for the 2017-2018 school is \$50.00 per day for each day the student is in attendance. Each ISD shall be billed monthly for every day of attendance by the ISDs' students enrolled in the Academy. AEP placement shall be funded by the ISD receiving ADA funding. If the student is not enrolled, the residing address determines the school district responsible for funding the student placed in the AEP. In addition, La Vega ISD makes available to MCCA Title One, Part D, Sub Part 2 funds for instructional materials.

- (c) Payments. Monthly payments shall be made to the Waco ISD, as the fiscal agent for the Academy (or any successor Fiscal Agent) not later than the tenth (10th) day of the month following the date of billing. The payment should be sent to the Assistant Superintendent for Business and Support Services at Waco ISD, P.O. Box 27, Waco, Texas, 76703. Deficiency payment after adjustment shall be sent to the same officer and address.
- (d) Failure to Pay -- Remedies. In addition to any other remedy available in law or in equity, the Academy shall have the right to refuse to accept students from an ISD if the ISD responsible fails to timely pay amounts due and owing hereunder and continues to fail and/or refuse to pay such amounts after ten (10) days' notice and opportunity to cure.
- (e) No Authority to Bind. The Academy's Governance Board, the parties to this Agreement, the fiscal agent or any officer, employee or agent of any of them shall have no power or authority to bind any party hereto to any obligation made or incurred by any of them or to any obligation, financial or otherwise, arising from their acts or omissions. Any expenditure or obligation with regard to the Academy, beyond that required to be paid hereunder by the ISDs for AEP and JJAEP services to be provided at the Academy, shall not be a responsibility or obligation of any party hereto unless such expenditures or obligations are approved by that party's governing body.
- (f) Student Enrollment. Students shall be enrolled in the ISD in which their parent or guardian resides. If a student moves into a different ISD located in McLennan County, MCCA staff will notify the PIEMS contact designees for both the current (withdrawing) and future (enrolling) ISDs. The future (enrolling) ISD contact will provide MCCA a list of information required to complete the enrollment process and work cooperatively with MCCA to ensure the enrollment is processed in a timely manner. The current (withdrawing) ISD shall agree to carry the student for 10 school days after the date of notification. After 10 school days, the student shall be enrolled in the future (enrolling) ISD and withdrawn from the current district unless the future (enrolling) district produces sufficient evidence to deny residency.
- (g) Extended School Year. Educational services may continue to be offered beyond the regular 180 school year if requested by a member ISD. The established daily rate for extended services is \$86.00 per day for each day the student is in attendance. If the Texas Juvenile Justice Department chooses to fund an extended school year program for students expelled for mandatory reasons, the ISD will not be charged a daily rate for these students.

2. Services.

- (a) Juvenile Justice Alternative Education Programs and Alternative Educational Programs. The Academy will provide AEP and JJAEP programs in accordance with Chapter 37 of the Education Code and the standards and regulations of the State Board of Education and the Texas Juvenile Justice Department. An operations manual and a code of conduct shall be created and adhered to which must be approved by the Academy's Governance Board. The policies and codes for the JJAEP must also be approved by the Juvenile Board. All such policies and codes of conduct are also subject to prior approval of any state agency, board or commission to which such matters are directed to be submitted for approval by Chapter 37 of the Education Code and/or the regulations promulgated thereunder, or under the terms of the grant for this project, or pursuant to any other applicable federal, state, or local law or regulation.

- (b) Supervision and Monitoring of Students in the JJAEP. Expelled or delinquent juveniles may be placed in the Academy's JJAEP only after approval of such program or programs by a vote of the Juvenile Board. In the event of such approval, the Juvenile Board, by and through the Juvenile Probation Department, will provide probation and/or detention officers to monitor the students in the JJAEP. The extent and nature of said monitoring shall lie in the discretion of the Juvenile Board and/or the Chief Probation Officer of the Juvenile Probation Department and shall be subject to availability of existing staff of the Juvenile Probation Department. The provision of these officers is not a guarantee of the security of teachers, Academy personnel or other students. Likewise, these officers are provided solely for the JJAEP, and are not intended to provide detention or security services in any other program.
- (c) Supervision and Monitoring of Students in the AEP. Students placed in the AEP at the Logue Center will be supervised and monitored by detention officers provided by the Juvenile Probation Department, in accordance with the standards of the Texas Juvenile Justice Department.
- (d) Mandatory and Discretionary Grounds for Expulsion. (Subject to legislative change) If a student commits an offense that falls under §37.007(a), (d), or (e), then the ISD by law must expel the student, and the grounds for expulsion are considered **mandatory**. Mandatory offenses are outlined in the student handbook and Chapter 37 of the Texas Education Code.

If a student is expelled from school for an offense that falls under §37.007(b), (c), or (f), then the grounds for expulsion are considered **discretionary**. Discretionary offenses are outlined in the student handbook.

In an emergency, the principal or the principal's designee may order the immediate expulsion of a student for any reason for which expulsion may be made on a non-emergency basis.

The JJAEP program will enroll and serve only students who have been expelled according to the specific reasons stated in §37.007 and §37.0081 of the Education Code. However, if a participating school district allows additional discretionary expulsions through an approved District of Innovation plan and TJJD and TEA approve those expulsions, those students shall be served as discretionary placements.

- (e) Term of Placement for the JJAEP. Each student's term of placement should be clearly expressed as a number of days in the expulsion letter prepared by the expelling ISD. The term of placement will be a flexible term and may be lengthened or shortened according to the policies and procedures outlined in the Student Code of Conduct.
- (f) Expelled Students over the Age of 16. Although a student expelled on or after his/her 17th birthday will not enter the Academy through the juvenile probation department, such a student may be served by the JJAEP. If the student is expelled on a **mandatory** basis, he/she must be ordered into the JJAEP by the adult probation department as a condition of probation. The student will remain in the JJAEP for the term of placement described in (e) above, unless otherwise ordered by the adult probation department. If the student is expelled on a **discretionary** basis, he/she may attend the JJAEP, remaining in the program for the term of placement described in (e) above. However, the Academy reserves the right to return a student expelled on a discretionary basis to the ISD if the student persistently refuses to abide by the Academy's Student Code of Conduct.

- (g) Special Education Services. Students with disabilities who are placed in the JJAEP or AEP will be afforded education services determined by a duly constituted Admissions Review and Dismissal (ARD) Committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State Laws. Each ISD will continue to serve as the LEA for each of their students. Each ISD shall remain responsible for making available the special education services necessary to implement the student's Individual Education Plan. Both those educational and non-educational services to be provided in accordance with the student's Individual Education Plan and/or Individual Transition Plan which are not statutorily required to be provided by the JJAEP shall be provided by the school district. The expelling ISD shall provide the JJAEP with reasonable notice of the manifestation ARD and a representative of the JJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the program. A JJAEP representative shall be given an opportunity to attend ARD meetings held for all students currently enrolled. If the Director of Operations has concerns that a student's academic or behavioral needs cannot be met in the program, written notice will be sent to the student's home ISD requesting an ARD to reconsider the placement of the student in the program.
- (h) Students on Medical Leave. If a student is diagnosed by a physician as physically unable to attend the Academy due to a medical disability, the Academy shall inform the ISD and shall be responsible for securing documentation from the physician. Provision of homebound educational services or other services required by a medical disability shall be the responsibility of the ISD.
- (i) Truancy or Failure to Attend. Expelled students are expected to attend as required by the compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the student's home ISD shall file a complaint against the parent or guardian in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent or guardian fails to require the child to attend school as required by law.
- (j) Transportation. The Academy will not provide transportation services. Member districts have the option of providing transportation services. Each party will bear the responsibility or liability for its own transportation services, and neither the Academy nor any other party hereto shall have any responsibility or liability therefore.
- (k) Transition Services for JJAEP Students. When a student is within 20 days of completion of, or release from, the program, the student begins the process of transition back to the ISD. Academy services which address the transition process include academic counseling, vocational counseling, and individual counseling (when indicated). Academy staff shall notify the school district one week prior to the student's scheduled return to the campus. Academy staff also facilitates referrals to community agencies and in-school programs when indicated. The Academy will not make decisions regarding the retention or promotion of a student returning to an ISD.
- (l) Maximum Enrollment for the JJAEP. Maximum enrollment for the JJAEP is 60 students. The JJAEP reserves the right to temporarily exceed the maximum enrollment. The JJAEP will guarantee a minimum number of slots for each participating district as set forth in Attachment "3". Slots not utilized may be temporarily filled by students from other participating districts. In the event of overcrowding, the JJAEP reserves the right to return any discretionary student to his or her home district prior to the completion of their term of placement.

- (m) Exceptions to Enrollment and Withdrawal of Discretionary Students. Discretionary students will not be enrolled in the JJAEP or withdrawn to return to their home campus during the two weeks prior to the end of the spring semester nor during any week students of their grade level have state testing scheduled. Discretionary students will not be withdrawn to return to their home campus during the two weeks prior to the end of the fall semester.
- (n) Expulsion Packet Requirements. Prior to the enrollment of a student into the JJAEP, the ISD in which the student resides shall provide to MCCA a copy of:
- The order of expulsion including reason for expulsion and term of placement;
 - Parent contact information;
 - Birth certificate;
 - Attendance and disciplinary records;
 - Special programs information and appropriate records showing transfer to MCCA including, but not limited to, 504, Special Education, and ESL;
 - Transfer grades/average for each class;
 - Current transcript for high school students;
 - Graduation plan for high school students;
 - Most recent report card;
 - Social Security card or state issued number;
 - Immunization record;
 - Police offense report if applicable;
 - State assessment scores;
 - Home language survey.
- (o) Placement of Registered Sex Offenders. (Subject to change by legislation) Students may be **placed** by the ISD as registered sex offenders according to §37.301-§37.311 of the Education Code. The placing ISD may substitute the expulsion letter with a letter of placement.
3. Administrative Expenses of Fiscal Agent. The fiscal agent shall be reimbursed at the unrestricted indirect cost rate as approved by the Texas Education Agency for the 2017-18 fiscal year. Indirect costs will include custodial, security and utility expenses. The fiscal agent shall receive no fee or profit for its activities hereunder other than such expense reimbursement and the promise of each of the parties hereto to cooperate in this project.
4. Insurance. Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act. However, the fiscal agent shall, after approval of the Academy's Governance Board, purchase a policy or policies of liability insurance covering the Academy and its Governance Board from liability for acts, omissions or conditions in the operation of the Academy. The policy or policies should cover civil rights and related claims in addition to negligence claims. The parties hereto shall be named as additional insureds. The policy or policies shall be in at least the amount of \$500,000, and shall be written on a "claims-made" basis. The premiums for such policy/policies shall be paid out of the AEP and JJAEP funding to the extent not paid from other funding sources, and to the extent such funding is sufficient to cover the costs of the programs and pay the premiums. If sufficient funds are not available to pay the premiums, the ISDs shall pay the premiums based on a formula to be determined by the Academy's Governance Board and submitted to, and approved by the governing bodies of the parties hereto. Adequate provision

shall be made for property insurance for building(s) in which the Academy conducts its operations unless the building(s) are leased, and the Academy is not required to provide such insurance or accept the risk of loss under the lease terms. Premiums for such insurance shall be funded in the same manner as set out above with regard to liability insurance.

5. Funding of other necessary expenses/obligations. To the extent that other approved expenses or obligations are incurred in, or are necessary for, the operation of the Academy, that exceed general funding and available grant funding, these expenses or obligations shall be paid by the ISDs on a pro rata basis based on the number of days of student participation in the program by each respective ISD as determined by the Governance Board of the Academy.
6. Assets Upon Dissolution. If a party withdraws from the cooperative agreement, it shall waive its right to retake or recover any assets (or the value thereof) it has provided to the Academy, or for its operations, until such time as the Academy ceases to operate, or ceases to use such assets in its operations. Upon complete dissolution of the Academy, contributed assets shall be the property of the entity which made the contribution. All other assets will be divided by value on the basis of the proportionate funding of the Academy (including the provision of matching funds). For example, if one ISD has paid 25% of the funding of the Academy since its inception, it would be entitled to 25% of the non-contributed assets of the Academy operations. The distribution may be in kind, or the assets may be liquidated and sold with the proceeds, after satisfaction of any remaining obligations of the Academy, being distributed on the same basis. The manner of distribution and the plan for proportionate share distribution shall be mediated if the parties cannot reach an agreement thereon. The mediation shall be binding, and shall be conducted by a representative of the Texas Education Agency assigned by the Agency, or an agreed mediator if a TEA representative is not assigned to mediate the matter after a request to the TEA therefor.

Caveat: Assets procured with grant funds shall be the sole property of the Juvenile Probation Department of McLennan County upon dissolution, except to the extent that the grant or applicable law requires otherwise.

7. Grant Funding: A separate contract between the fiscal agent and the Juvenile Board will be entered into with regard to the administration of the grant funding procured by the Juvenile Board from the Criminal Justice Division of the Governor of the State of Texas. All parties agree that the fiscal agent shall provide the grant administration and shall be reimbursed for the costs incurred by it in doing so by the ISDs in the same manner as it is reimbursed for other administrative expenses, unless the grant funding provides for reimbursement of such expenses. The parties also agree that all "matching funds" required under the terms of the grant are to be paid/contributed to the project by the ISDs on agreed proportionate basis from funds generated from student attendance, and that the Juvenile Board shall not be responsible for providing such matching funds. It is further agreed that the grant funds and matching funds shall be used only for the purposes set forth in the grant, and grant application, and shall not be used in any other manner except with the express prior approval of the Juvenile Board, the Governance Board of the Academy, and the Grantor Agency.

Attachment “3”

MINIMUM NUMBER OF JJAEP SLOTS FOR EACH PARTICIPATING DISTRICT*

Axtell	1
Bruceville Eddy	1
Bosqueville	1
China Spring	3
Connally	4
Crawford	1
Gholson	1
Hallsburg	1
La Vega	4
Lorena	2
Mart	1
McGregor	2
Midway	10
Moody	1
Riesel	1
Robinson	3
Valley Mills	1
Waco	22
West	2

*In order to receive a dedicated minimum number of JJAEP slots, the respective school district must have timely paid the \$1,500 participation fee.

**2017-2018
CONTRACT
FOR WACO INDEPENDENT SCHOOL DISTRICT
TO SERVE AS FISCAL AGENT
OF THE MCLENNAN COUNTY CHALLENGE ACADEMY**

This Contract is made by and between the McLennan County Juvenile Board (“Juvenile Board”) and Waco ISD for Waco ISD (“Fiscal Agent”) to serve as fiscal agent, pursuant to V.T.C.A. Education Code, Chapter 37, of the McLennan County Challenge Academy (“Academy”) upon the following terms and conditions:

1. **Term:** This contract shall take affect and Fiscal Agent shall begin to perform its duties as Fiscal Agent under this contract on September 1, 2017. The term of the Contract shall be for one (1) year, ending on August 31, 2018. In the event Fiscal Agent does not intend to serve as Fiscal Agent for the following year (September 1, 2018 through August 31, 2019) by renewal of this Contract or execution of a new contract with the Juvenile Board, Fiscal Agent shall so notify the Chairman of the Juvenile Board no later than June 1, 2018.
2. **Scope:** Pursuant to Section 37.011(e) Fiscal Agent shall provide personnel and services for the Academy so that the Academy may provide alternative education programs (AEPs), including a juvenile justice alternative education program (JJAEP), for students, school districts, and the juvenile board in McLennan County, Texas pursuant to V.T.C.A. Education Code Chapter 37 consistent with and in accordance with the terms and provisions of the Interlocal Cooperation Contract made by and between the McLennan County Juvenile Board, Waco ISD (as fiscal agent and as a participating school district), and each of the independent school districts of McLennan County, Texas for 2017-18. In accordance with the Interlocal Cooperation Contract, all personnel of the Academy shall be employees of the Fiscal Agent including the Director of Operations of the Academy, whose employment shall be approved by the fiscal agent board of trustees, the McLennan County Juvenile Board, and the McLennan County Challenge Academy Governance Board.
3. **Duties and Obligations:** Both Fiscal Agent and Juvenile Board understand that each of the parties to this Agreement, respectively, have duties and obligations imposed upon them and required of them by applicable laws and regulations related to the Academy (in their respective roles of Fiscal Agent and Juvenile Board). Accordingly, both Fiscal Agent and Juvenile Board represent and agree with each other that they will timely and properly perform any duties and obligations that might be imposed or required of them under such laws or regulations. Neither Fiscal Agent or Juvenile Board by entering in to this Contract is assuming or agreeing to perform any duties or obligations not specifically provided for in this Contract, the Interlocal Cooperation Contract, or applicable laws or regulations.
4. **Payment for Services:** Fiscal Agent shall be paid for its services as provided for in the Interlocal Cooperation Contract on a monthly basis.

5. **Authorization:** This Agreement has been authorized by the McLennan County Juvenile Board and by the Board of Trustees of Waco ISD.

McLennan County Juvenile Board

Waco ISD

By: _____

By: _____

Date: _____

Date: _____

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: Elaine Botello

RE: Discussion and possible action to approve the Texas Teacher Evaluation and Support System (T-TESS) Appraisal Calendar for 2017-2018 school year

=====

Background Information:

Policy DNA (Legal) states that the district shall establish a calendar for teacher appraisals. The appraisal period for each teacher must include all of the days of the teacher's contract. Observations during the appraisal period must be conducted during the required days of instruction for students during one school year. The calendar shall:

1. Exclude observations in the two weeks after the day of completion of the T-TESS orientation for teachers new to the T-TESS;
2. Prohibit observations on the last day of instruction before any official school holiday or on any other day deemed inappropriate by the Board; and
3. Indicate a period for summative annual conferences that ends no later than 15 working days before the last day of instruction for students.

The proposed 2017-2018 appraisal calendar adheres to the requirements under policy DNA (Legal).

Fiscal Implications:

none

Administrative Recommendations:

The administration recommends that the Board of Trustees approve the 2017-2018 T-TESS Appraisal Calendar as presented.

2017-2018
Texas Teacher Evaluation and Support System (T-TESS)
Calendar

All teachers will be appraised annually using the (T-TESS).	
APPRAISAL ACTIVITIES	DATE
T-TESS Calendar Adopted by WISD Board of Trustees	Thursday, July 27, 2017
T-TESS TRAINING (Mandatory)	TRAINING DATE
Initial T-TESS Training for New Teachers who attend new teacher induction.	August 2-3, 2017
Initial T-TESS Training for New Teachers Late Hires Hired After July 31, 2017	Teachers hired after July 31, 2017, must receive T-TESS training within three weeks from hire date. T-TESS training will be conducted by the Professional Development Office contact Patrick Uptmore by email patrick.uptmore@wacoisd.org

T-TESS Refresher Training for Returning Teachers on Campus
 Training material will be provided to the campus principal by the Professional Development department and training must be conducted on campus.

Training to be completed no later than
 August 15, 2017

TEACHER SELF-ASSESSMENT AND GOAL SETTING	DUE DATE
<i>The teacher self-assessment, goal setting, and professional development process are all interwoven and applied throughout the school year to positively impact each teacher/s professional practices and ultimately increase student performance.</i>	
Teacher Self-Assessment and Goal Setting	<p>No later than September 13, 2017 for all teachers completing T-TESS orientation on August 3, 2017.</p> <p>A teacher who is new to the District or who is in the first year of the appraisal process will formulate targeted goals on the Teacher-Self Assessment and Goal Setting form in Eduphoria- Appraise no later than the first six weeks from the date of the teacher's T-TESS orientation. The teacher shall then schedule an in person goal-setting conference with his or her appraiser prior to final submission of their Self Assessment and Goal Setting form.</p> <p>Late hires should submit their teacher self assessment and goal setting form in Eduphoria no later than six weeks from the date the teacher completes the T-TESS orientation.</p>
Implementation of Goals	Each teacher will regularly monitor progress toward his or her goals. If the teacher feels the goals need to be modified, the teacher should make an appointment with his or her appraiser to discuss individual progress toward his or her goals and or obtain additional support.

2017-2018
Texas Teacher Evaluation and Support System (T-TESS)
Calendar

OBSERVATION PRE-CONFERENCE and OBSERVATION	DUE DATE
<i>The pre-conference will provide the teacher an opportunity to demonstrate his or her knowledge and skills for the planning domain and its correlating dimensions. The conference is primarily focused on the upcoming observation and what the teacher has planned to ensure that the instruction objective(s) are met.</i>	
Observation Pre-Conference	No later than three calendar days (not instructional days) prior to the five day observation window.
Formal Observation Announcement <i>NOTE: Exclude observations in the two weeks following the day of completion of the T-TESS orientation in the school years when orientation is required.</i>	The formal observation should be announced at least three calendar days prior to a five day observation window.
45 Minute Observation	No later than Friday, December 8, 2017
45 Minute Observation for Late Hire Teachers	If T-TESS orientation occurred after December 8, 2017, the observation shall not occur earlier than two weeks following the completion of the T-TESS orientation.
Observation Post Conference	Shall be conducted within 10 working days after the completion of the 45 minute observation.
Written Observation Report	Provide the written observation report at the conclusion of the post conference.
WRITTEN SUMMATIVE AND END OF YEAR CONFERENCE	DUE DATE
Written Summative Annual Appraisal Report	The written summative annual appraisal report shall be shared with the teacher within 10 working days following the conclusion of the end of year conference but no later than 15 working days before the last day of instruction.
An end of year conference shall be held no later than 15 working days before the last day of instruction for students.	Tuesday, May 08, 2018
TEACHER RESPONSE AND APPEALS	DEADLINE
Teacher Response / Rebuttal (optional)	Within 10 working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation associated with the teacher's appraisal.
REQUEST FOR SECOND APPRAISAL BY TEACHER	DEADLINE
Teacher Request for Second Appraisal	Refer to District's Administrative Guidelines
BLACK OUT DATES	
Formal observations may not be conducted on the following days:	

- > Early Release Days
- > Instructional Day Before Any School Holiday (Including Winter Break and Spring Break)
 - > Bad Weather Make Up Days
- > Any days scheduled for end of semester or end of year/course examinations
 - > Last day of instruction prior to the administration of standardized tests
 - > During administration of standardized tests

Waco Independent School District

Board of Trustee Workshop Agenda Item

Date: July 20/27, 2018

Contact Person: Elaine Botello

RE: Discussion and possible action to approve the Texas Teacher Evaluation and Support System (T-TESS) teacher appraisers for 2017-2018 school year

=====

Background Information:

The Board of Trustees approves staff designated to conduct teacher appraisals each school year. A list of the 2017-2018 T-TESS appraisers is attached.

Fiscal Implications:

none

Administrative Recommendations:

The administration recommends approval the 2017-2018 T-TESS appraisers.

2017-2018
T-TESS Appraisers

Alexander, Joseph	Matthews-Perez, Amy
Allen, Thia	McAdoo, Alonzo
Barefield, Elijah	McCall, Dale
Beckham, Kandace	McDurham, Robin
Botello, Elaine	Mechell, Rebekah
Burgess, Donna	Nicholson, Stephanie
Cain, Margaret (Lisa)	Parker, Rhonda
Carpenter, Larry	Pate, Dana
Coleman, Tanya	Pedrotti, Sarah
Corona, Isabel	Philipp, Layna
Craytor, Samantha	Pritchard, Melissa
Curtis, Larryl	Rambo, Mathew
Densmore, Kathy	Rankin, Chris
Donnell, Jacob	Reese, Melissa
Duncan, Ashley	Sapaugh, Julie
Ellis, Demetrius	Saxenian, Lisa
Flentge, Amanda	Scott, Tammy
Gifford, Paula	Sharp, Jennifer
Guajardo, Diana	Sims, Debbie
Haliburton, Francene	Smith, Helen
Hall, Lisa	Stone, Vicki
Hamilton, Suzanne	Tankersley, Stephanie
Hannah, Rachel	Tinney, Troy
Hardeman, Desiree	Torres, Jessica
Helton, Lindsey	Tresl, Laurie
Henry, Marsha	Weeks, John
Herring, Melody	Whitaker, Courtney
Jackson, Anthony	Williams, Yolanda
Janeke, Brad	Wilson, Krystal
Jenkins, John	
Johnson, Jerry	
Jones, Janeigh	
Kilgore, Kathleen	
Kling, Larry	
Lackey, Adam	
Lange, Erin	
Latchison, Daphine	
Lee, Shelby	
Lee, Twana	
Lenord, Deloz	
Lloyd, Tarl	
Logan, Karmen	
Love, Ed	
Lozano, Isabel	
Lundquist, Jennifer	

Waco Independent School District
Board of Trustees Board Meeting Item

Date: July 27, 2017

Contact Person: Alfonso Saldaña

RE: 2017-2018 WISD Student Code of Conduct (SCC)

=====

Background Information:

Attached is a draft copy of the Student Code of Conduct (SCC) for 2017-2018 with change mark-ups requesting Board review for approval.

Also attached is a summary of all requested changes implemented into the draft copy.

Fiscal Implications:

None

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the edited 2017-2018 WISD Student Code of Conduct as presented.

Waco ISD 2017-2018
Student Code of Conduct : Change Recommendations

SCC : MARKUP COPY

Subtopic	Page #	Reason for Change	Current Language	Proposed Language
Front cover & Accessibility	Front cover page 7	TASB: provide assistance for people with disabilities.	none	If you have difficulty accessing the information in this document because of disability, please contact helpdesk@wacoisd.org or call 254-755-9599.
Campus Behavior Coordinator	page 9	District Innovation Plan Proposed Exemptions / Student Discipline - page 7. Language reflects Waco ISD's exemption from TEC Sec. 37.0012 related to the designation of a singular campus behavior coordinator per campus.	No changes made. Additional wording from District Innovation Plan Proposed Exemptions.	Waco ISD utilizes a multi-administrator team process for student discipline which includes the campus principal and assistant principal(s). The campus administrative personnel assigned to a campus are designated as the campus behavior coordinator(s) for their campus.
Campus Behavior Coordinator	page 9	TASB: SB 179 - cyberbullying added by legislature.	none	When a student engages in cyberbullying, as provided by Education Code 37.0832;
Unauthorized Persons	Page 11	TASB: SB 1553 amends Chapter 37 to require the Code to include a statement clarifying the authority of a school administrator, SRO, or district police officer to refuse entry or eject a person from district property for posing a risk of harm or inappropriate behavior. The administrator, SRO, or police officer must issue a verbal warning telling the person his or her behavior is inappropriate prior to ejecting someone from district property. The district is required to maintain a record of all warnings issued that include the name of the person receiving the warning and the date it was given.	none	In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and: 1. The person poses a substantial risk of harm to any person; or 2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection. Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL), as appropriate.
General Conduct Violations	page 15	Included to ensure parents & students are aware of DAEP consequences including definition of fighting.	none	<i>Fighting</i> ABSOLUTELY NO FIGHTING WILL BE ALLOWED. (See DAEP Placement and glossary.)
Mistreatment of Others	page 16	TASB: SB 179, also known as "David's Law", legislative change.	Engage in bullying, harassment, or making hit lists. (See glossary for all three terms.)	<ul style="list-style-type: none"> Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.) Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
Possession of Prohibited Items	page 16	TASB: These items have been added to the list of prohibited items in the general conduct violations section to support the district's authority to discipline students in these circumstances.	none	<ul style="list-style-type: none"> A "look-alike" weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon; *A location-restricted knife; A hand instrument designed to cut or stab another by being thrown; *A firearm.
Misuse of Technology Resources and the Internet	page 18	TASB: SB179 - CYBERBULLYING OFF CAMPUS. The changes in these three bullet items reflect the provisions of SB 179 which expands district jurisdiction for off campus cyberbullying	The changes include adding the phrase: " <i>or infringes on the rights of another student at school</i> " to each of the bullets.	<ul style="list-style-type: none"> Use the Internet or other electronic communications to threaten district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school. Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school. Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
Illegal, Prescriptions, and Over-the-Counter Drugs	page 18	TASB: LOOK-ALIKE DRUGS. Although some school officials want to see specific examples of commonly used look-alike drugs like K2 and bath salts included in the text of the Code, we recommend using the more general text as written so that all forms of look-alike drugs are covered.	new	Possess, use, give, or sell alcohol or an illegal drug. (Also see DAEP Placement and Expulsion for mandatory and permissive consequences under state law.)

Waco ISD 2017-2018
Student Code of Conduct : Change Recommendations

SCC : MARKUP COPY

Subtopic	Page #	Reason for Change	Current Language	Proposed Language
Students with Disabilities Special Education Disciplinary	page 20,21	TASB: SB 179 - cyberbullying added by legislature.	new; add <i>cyberbullying</i> "... bullying, harassment or making hit lists..."	"...bullying, cyberbullying, harassment or making hit lists..."
Discipline Management Techniques	page 22	Additional discipline management techniques added to current list.	Additional discipline management techniques added to current list.	<ul style="list-style-type: none"> • RESET classroom assignment • Restorative Discipline practices • Student Conference • Check In – Check Out • Stay Away Agreement • Saturday Diversion Course
Out of School Suspension	page 27	TASB: HB 674 amends Chapter 37 regarding out-of-school suspension for students below grade 3 and only permits this type of discipline for conduct that contains the elements of certain offenses related to weapons or certain violent offenses under the Penal Code, or for possessing, selling, giving, delivering, or being under the influence of any amount of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.	new	<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. A student in grade 2 or below 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> <ul style="list-style-type: none"> • Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05; • Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or • Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance.
Discretionary Placement	page 29	Fighting consequences reiterated to ensure parents & students are aware of DAEP consequences including definition of fighting in glossary.	new	<u>ABSOLUTELY NO FIGHTING WILL BE ALLOWED.</u> (See glossary – Fighting/Mutual Combat.)
Misconduct Identified in State Law	page 29	TASB: provisions from SB 179 have been added to this section on discretionary DAEP placement.	new	<ul style="list-style-type: none"> • Engaging in bullying that encourages a student to commit or attempt to commit suicide. • Inciting violence against a student through group bullying. • Releasing or threatening to release intimate visual material of
Misconduct Identified in State Law	page 30	TASB: ASSAULT (NO BODILY INJURY). Sections 22.01(a)(2) and 22.01(a)(3) of the Penal Code allow districts to identify an assault without bodily injury or an assault of an offensive or provocative nature as misconduct that results in a DAEP placement.	In accordance with state law, a student may be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses <u>involving injury to a person in Title F</u>	In accordance with state law, a student may be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5...
Emergency	pages 31,44	TASB : omitted section	In an emergency, the principal or the principal's designee may order the immediate expulsion of a student for any reason for which expulsion may be made on a nonemergency basis upon approval of <u>Student Management</u>	Blank - section omitted
Length of Placement	page 33	TASB: FOC (EXHIBIT) Regulations Resource Manual. Placement order days are regarded as school days and not calendar days.	new	Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

Waco ISD 2017-2018
Student Code of Conduct : Change Recommendations

SCC : MARKUP COPY

Subtopic	Page #	Reason for Change	Current Language	Proposed Language
Notice of Criminal Proceedings	page 34-35	TASB clarification	When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district whether a student was placed in a DAEP for certain offenses including any felony, unlawful restraint, indecent exposure, assault, deadly conduct, terroristic threats, organized crime, certain drug offenses, or possession of a weapon, and if:	When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:
Emergency Placement Procedure	page 36	TASB: clarification	When an emergency placement occurs, 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.	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.
Discretionary Expulsion	page 40	TASB: clarification	new	Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See DAEP Placement)
Misconduct Regardless of Location	page 40	TASB: Additional provisions from SB 179 have been added to this section on discretionary expulsion	new	Engaging in bullying that encourages a student to commit or attempt to commit suicide. Inciting violence against a student through group bullying. Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
Within 300 Feet of School	page 42	TASB: HB 1935 changes the term of "illegal knife" to "location-restricted knife."	Carrying on or about the student's person a handgun, an illegal knife, or a club, as these terms are defined by state law. (See glossary.)	Carrying on or about the student's person a handgun, a location-restricted knife, or a club, as these terms are defined by state law. (See glossary.)
Under the Texas Penal Code	page 43	TASB: HB 1935 changes the term of "illegal knife" to "location-restricted knife."	o An illegal knife, as defined by state law. (See glossary.)	o A location-restricted knife, as defined by state law. (See glossary.)
Emergency Expulsion Procedures	page 47	TASB: clarification	When an emergency expulsion occurs, the student shall be given verbal notice of the reason for the action.	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.
Glossary	page 48	TASB: Definition updates	Glossary updated with various definitions.	



Student Code of Conduct

20167-20178

RESPONSIBILITY ~ COOPERATION ~ RESPECT ~
COMPASSION ~ SELF-DISCIPLINE ~ SELFLESSNESS ~
TRUSTWORTHINESS/HONESTY ~ COURAGE ~ TOLERANCE ~
CHARACTER EDUCATION TRAITS ~

If you have difficulty accessing the information in this document because of disability, please contact helpdesk@wacoisd.org or call 254-755-9599.

ACKNOWLEDGMENT

Student Code of Conduct Electronic Distribution Acknowledgment

Dear Student and Parent:

As required by state law, the Board of Trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school.

Thank you,

Dr. ~~A. Marcus Nelson~~ ~~Bonny Cain~~
Superintendent of Schools

We acknowledge that we have been offered the option to receive a paper copy of the Waco Independent School District ("District") Student Code of Conduct for the 20~~16~~¹⁷–201~~7~~⁸ school year or to electronically access it on the District's Web site at www.wacoisd.org. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

We have chosen to:

- ☐ Receive a paper copy of the Student Code of Conduct.
- ☐ Accept responsibility for accessing the Student Code of Conduct on the District's Web site.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____

Grade level: _____

Please sign this page, remove it, and return it to the student's school. Thank you.

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STUDENT CODE OF CONDUCT

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact helpdesk@wacoisd.org or call 254-755-9599.

Purpose

The Student Code of Conduct is the District’s response to the requirements of Chapter 37 of the Texas Education Code.

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

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

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

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

Because the Student Code of Conduct is adopted by the District’s Board of Trustees, it has the force of policy; therefore, in case of conflict between the Code and the student handbook, the Code shall prevail.

Please Note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws, to the extent those laws conflict with this Code; otherwise students with disabilities are still subject to the provisions of this Code. (See paragraph on “Students with Disabilities in Section 4 – Discipline Management Techniques”.)

Contents

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1. School District Authority and Jurisdiction

Campus Behavior Coordinator

As required by law, at least one person at each campus must be designated to serve as campus behavior coordinator. The designated person(s) may be the principal of the campus or any other campus administrator selected by the principal. A campus behavior coordinator is primarily responsible for maintaining student discipline. Waco ISD utilizes a multi-administrator team process for student discipline which includes the campus principal and assistant principal(s). The campus administrative personnel assigned to a campus are designated as the campus behavior coordinator(s) for their campus. The District maintains a current list of the persons serving as campus behavior coordinator on the District's website at (www.wacoisd.org).

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

The District has disciplinary authority over a student:

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

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

The District has the right to search a student's locker or desk when there is reasonable cause to believe it contains articles or materials prohibited by the district. For additional information and

notifications regarding searches, see the Student Handbook and Waco ISD Board Policy FNF (Local) (entitled "Student Rights and Responsibilities; Interrogations and Searches").

Reporting Crimes

The principal, campus behavior coordinator or other school administrators shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

'Parent' Defined

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

Participating in Graduation Activities

The District has the right to limit a student’s participation in graduation activities for violating the District’s Code of Conduct. Participation might include a speaking role, as established by District policy and procedures.

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

Unauthorized Persons

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

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL), as

See appropriate. See DAEP—Restrictions during Placement on page 301, for information regarding a student assigned to DAEP at the time of graduation.

2. Standards for Student Conduct

Each student is expected to:

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

It is the responsibility of parents or guardians to see that a student is dressed and groomed according to the standards of the District. All students enrolled at a school with a Standard Mode of Dress Policy must follow the District dress code as well as the mode of dress regulations of the campus that they are attending.

Teachers have the responsibility to enforce the dress code. The final authority for interpreting, enforcing, and permitting deviations of the dress code rests with the principal, campus behavior coordinator or his/her designee. Students are expected to be appropriately dressed and groomed at school and at school functions. Specific standards for appropriate dress and grooming for all District students are as follows:

General Dress and Grooming Code:

- a. Articles of clothing with pictures, emblems, or writings that are lewd, offensive, vulgar, or obscene, or advertise or depict tobacco products, alcoholic beverages, drugs, or any other substance prohibited under **Board Policy FNCA (LOCAL)** are not allowed.
- b. Students must wear shoes. No beach-style flip-flops or house shoes will be allowed.
- c. Hats, caps, and hoods may not be worn inside the school building during the school day. These items may be worn at other school sponsored events as determined appropriate by the principal or designee.
- d. Doo rags, bandannas, and visors are not to be worn at school or at any school sponsored activities.
- e. Sunglasses, or other glasses not required for vision correction, may not be worn inside the building.
- f. Pants with holes or are frayed may not be worn. Garments must be hemmed or cuffed appropriately.
- g. Athletic/gym styled shorts may not be worn except in PE/athletic type class.
- h. Undergarments must be appropriately covered by a student's clothing.

- i. Inappropriate appearance will not be allowed. Clothes should fit and be worn appropriately. Pants are to be worn at waist and with a belt (if the pants have belt loops), and shirts buttoned. All shirts shall be tucked in pants and/or skirts if they extend beyond the end of the student's fingertips. Cardigan sweaters, pullover sweaters, and sweatshirts may be worn outside of pants and skirts. No sagging pants or oversized clothes are permitted. Underwear type shirts such as tank tops or muscle shirts are not acceptable and may only be worn with t-shirts under them. The decision on whether a style is appropriate will be at the discretion of the principal or his/her designee.
- j. Tattoos or fake tattoos are allowed if they are not lewd, offensive, vulgar, or obscene, or advertise or depict tobacco products, alcoholic beverages, drugs, or any other substance prohibited under **Board Policy FNCA (LOCAL)**.
- k. "Grillz" or temporary decorations on teeth are not to be worn.

Girls' Dress and Grooming Code:

- a. Girls will not wear halters, tank tops, tops that expose any part of the midriff, low-cut dresses/tops, short-shorts or excessively tight clothing. The neck opening on any type of dress, shirt, or blouse may not exceed the equivalent of the second button below the collar.
- b. Hair must not be rolled, tied in a scarf, or covered by a hat, bandanna, or a cap. Hair must not be dyed to extremes and haircuts that are unusual or bizarre such as lines, numbers, and design shapes will not be allowed.
- c. Girls must wear brassieres or appropriate undergarments.
- d. Pierced earrings may be worn on the ear(s) only. All other body-piercing jewelry is prohibited. Piercing in the ears must be of a nature or amount that is not distracting to the educational environment.
- e. Skirts, dresses, and shorts must extend beyond the end of the student's fingertips when standing.

Boys' Dress and Grooming Code:

- a. Boys must wear shirts with sleeves. The neck opening on any type of shirt may not exceed the equivalent of the second button below the collar.
- b. Boys' haircuts must be neat and in good taste. Hair may not be dyed to extremes and haircuts which are bizarre or unusual will not be allowed, such as lines, numbers, and design shapes. Mustaches and beards shall be acceptable if neatly trimmed.
- c. Pierced earrings may be worn on the ear(s) only. All other body-piercing jewelry is prohibited.
- d. Boys' hair shall not be tied up in a scarf, bandanna, or covered by a hat, a hood, cap or visor.

Dress and Grooming Code Violation Procedure:

One of the following procedures will be followed when students are found to be inappropriately dressed:

- a. The student will be given a change of clothing and the parent/guardian notified or,
- b. Parents/guardians will be notified and requested to bring the appropriate apparel to school. If parents cannot come with a change of clothes, the student will be asked to change into clothing provided by the school or they will be assigned to in-school suspension (ISS) for the remainder of the day or until the problem is corrected.

Repeated offenses may result in more serious disciplinary action. Appropriate discipline action shall be followed in all cases in accordance with the Student Code of Conduct. Absences incurred due to inappropriate dress will be considered unexcused. **[See Board Policies FO, FOA, FOD]**

3. General Conduct Violations

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

Fighting

ABSOLUTELY NO FIGHTING WILL BE ALLOWED. (See DAEP Placement and glossary.)

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- ~~Fight~~**Fight** -or scuffle. (For assault see DAEP Placement and Expulsion.)
- Threaten a District student, employee, or volunteer (including off school property if the conduct causes a substantial disruption to the educational environment).
- Engage in conduct that constitutes sexual or gender harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, Board member, employee, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a District student, employee, or volunteer.

General Conduct Violations

- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.
- Retaliate against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying.
- Make a false report against an employee.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for ~~all four~~ three terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

Property Offenses

Students shall not:

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

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person (For weapons and firearms see DAEP Placement and Expulsion.);
- A “look-alike” weapon; that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun, pellet gun or BB gun;
- Ammunition;
- A stun gun;
- A hand instrument designed to cut or stab another by being thrown;
- *A firearm;
- *A location-restricted knife;

- A pocketknife or any other small knife; (see Mandatory DAEP Placement for consequences.)
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes (see glossary); and any component, part, or accessory of an e-cigarette device.
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. ~~(For weapons and firearms see DAEP Placement and Expulsion.)~~

*For weapons and firearms, see DAEP Placement and Expulsion. In most circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Communication Devices

In the 21st Century, technological advances have increased. Schools have not been left out of these advancements. Instructional technology has become increasingly more popular. Technology tools are must haves for the classroom of today. Each tool provides teachers with a method in which they can actively engage their students in the learning process. Today's students are digital natives and as such the use of technology in education has proven to be effective.

The District permits students to possess personal cellular telephones; however, except for high school students (addressed below) these devices must remain turned off and out of sight during the instructional day unless they are being used for approved instructional purposes as identified by their teachers.

Elementary and middle school students may not use such devices in the hall or common/corporate areas or times (lunch, etc.) during the school day.

High school students may carry cellular phones as long as the phones are not visible and remain in the off mode except during lunch and passing periods at which times use is permitted. Campus administrators shall have the discretion to determine the appropriate use of cellular phones for students participating in or attending extracurricular activities while on school property or while attending school- sponsored school-related activities on or off school property.

Students shall not use a telecommunications device, including a cellular telephone, or other electronic device in violation of District and campus rules. If a student violates the cell phone rules, it may be confiscated by school staff. If confiscated, the parent may pick it up from the office for a fee of \$15.00.

The use of mobile telephones or any device capable of capturing images (whether pictures or video) is strictly prohibited in locker rooms, or restroom areas while at school or at school-related or school-sponsored events.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the District, students, or employees or upload or create computer viruses (including off school property if the conduct causes a substantial disruption to the educational environment).
- Attempt to alter, destroy, or disable District technology resources including but not limited to computers and related equipment, District data, the data of others, or other networks connected to the District's system (including off school property if the conduct causes a substantial disruption to the educational environment).
- Use the Internet or other electronic communications to threaten District students, employees, Board members or ~~volunteers (including volunteers, including~~ off school property if the conduct causes a substantial disruption to the educational environment) or infringes on the rights of another student at school.
- Send, post, ~~deliver,~~ or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyber bullying and "sexting" (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.
- Use the internet or other electronic communication e-mail or websites 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)~~ environment or infringes on the rights of another student at school.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see DAEP Placement and Expulsion for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount. ~~(For usable amounts of marijuana, as well as other illegal drugs, alcohol, and inhalants see DAEP Placement and Expulsion.)~~
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for "paraphernalia.")
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. (See glossary for "abuse.")
- Abuse over-the-counter drugs. (See glossary for "abuse.")

General Conduct Violations

- Be under the influence of prescription or over-the-counter drugs that causes impairment of the physical or mental faculties. (See glossary for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by District policy. FFAC (Local)

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in this Student Code of Conduct and /or the student handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions (whether on or off school property) or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct. (See below.)

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

4. Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline practices. 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.

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.

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, state and/or federal law shall prevail.

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

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

Special Education Disciplinary Procedures

The discipline of students with disabilities is subject to applicable state and federal laws in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law will prevail.

Any disciplinary action that would require a change in placement for longer than 10 days (for the entire year), for a student with disabilities will occur only after an ARD committee has met and a manifestation determination hearing has been conducted. All guidelines of the manifestation determination must be followed before any decision by the ARD committee or administrator is made as to placement in a DAEP and/or expulsion. Placement, as it is defined here, means a DAEP placement or an expulsion and a recommendation for placement in the Juvenile Justice Alternative Education Program (JJAEP).

In General

The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 et.seq.) imposes a number of procedural requirements when a school District contemplates disciplinary actions against a student with a disability. A student with a disability who receives special education

services may not be placed in a Disciplinary Alternative Education Program (DAEP) solely for educational purposes. The student must have engaged in misconduct warranting DAEP placement and is entitled to all due process afforded to a nondisabled student accused of the same conduct. Any disciplinary action regarding a student with a disability that would constitute a change in placement involves additional legal requirements. School personnel are authorized by IDEA to consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for the child with a disability who violates a code of student conduct. 20 U.S.C. 141 (k) (1) (A) and TEC 37.004.

Placement in Alternative Educational Setting

In addition to removal for up to ten school days, school personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, in cases where a student:

- 1) Carries or possesses a weapon to or at school, on school premises, or to or at a school function;
- 2) Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- 3) Has inflicted "serious bodily harm" upon another person while at school, on school premises, or at a school function. 20 U.S.C. 1415 (k) (1) (G) and U.S.C. 1365 (h) (3).

State Law Bullying Provisions Concerning Special Education Students

1. Texas Law contains two main provisions that relate to ~~bullying and~~ bullying and the special education student. Texas Education Code 37.001 (b-1) provides that a student who is enrolled in special education may not be disciplined for bullying, cyberbullying, harassment or making hit lists until an ARD committee meeting has been held to review the conduct.
2. A second provision relates to transfers of special education students. Under Education Code 25.0342 (b-1) (effective 2012-2013), the Board of Trustees may transfer a student found to have engaged in bullying or cyberbullying to another classroom or campus in the District. However, under Education Code 37.004, special education placements may be made only by a duly constituted ARD Committee. Further, any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may be taken only after the student's ARD committee conducts a manifestation determination review under 20 U.S.C. 141 (k)(4). Any disciplinary action shall be in accordance with federal laws and regulations, including laws or regulations requiring the provision of (a) functional behavioral assessments; (b) positive behavior interventions, (c) behavioral intervention plans, and (d) the manifestation determination review. TEC 37.004(b), (1)-(4).

Techniques

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

- Verbal and/or written correction.
- Cooling-off time or “time-out.”
- Seating changes within the classroom or vehicles owned or operated by the District.
- Temporary confiscation of items that disrupt the educational process.
- Incentives
- Behavioral contracts.
- RESET classroom assignment
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Restorative Discipline practices
- Student Conference
- Check In – Check Out
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention.
- Sending the student to the office or other assigned area, or to in-school suspension.
- In-School-Suspension (“ISS”) – (see glossary for definition of ISS)
- Assignment of school duties such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations’ extracurricular standards of behavior.
- Restriction or revocation of District transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Peer Mediation -Secondary Schools (See glossary for Peer Mediation)
- Student Court -High Schools (See glossary for Student Court)
- Stay Away Agreement

- ~~Saturday~~ Diversion Course ~~-Secondary Schools (See glossary for Diversion Course)~~
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Serious Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the District.
- Safe School Ambassador Program -Secondary Schools (See glossary for Safe School Ambassador Program)
- Other strategies and consequences as determined by school officials.

NOTE: Corporal punishment is NOT an approved discipline management technique.

Notification

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

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/imposition of specific discipline management techniques should be addressed in accordance with policy FNG (LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy online at the following address: www.wacoisd.org.

Consequences (Imposition of Discipline Management Techniques) shall not be deferred pending the outcome of any appeal/grievance.

Removal from the School Bus

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

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

5. Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

A teacher or administrator may send a student to a campus behavior coordinator's office to maintain effective discipline in the classroom. A teacher **may** also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to communicate effectively with his or her class or with the student's classmates' ability to learn; or
2. The student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with his or her class or with the students in the classroom ability to learn.

Within three school days of the formal removal, a campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher (in the case of removal by a teacher), Office of Student Management and any other administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the misconduct for which he or she is charged and the proposed consequences/discipline management techniques to be imposed. The student shall have an opportunity to give his or her version of the incident.

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

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP (emergency placement as approved by the Office of Student Management)

Removal from the Regular Educational Setting

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

Returning 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.

6. Out-of-School Suspension

Misconduct

Students may be suspended for any conduct/behavior listed in the General Conduct Violations section of this Code, for any conduct/behavior listed in the DAEP Placement section of this Code, or for any conduct/behavior listed in the Expulsion section of this Code.

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

A student in grade 2 or below shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

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

The district shall use a positive behavior program as a disciplinary alternative for students in grade 2 or below who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

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

Before being suspended a student shall have an informal conference with a campus behavior coordinator or appropriate administrator, who shall advise the student of the conduct of which he or she is accused. The student shall be given the opportunity to explain his or her version of the incident before the administrator's decision is made.

The number of days of a student's suspension shall be determined by a campus behavior coordinator, but shall not exceed three school days.

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Out-of-School Suspension

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

7. Disciplinary Alternative Education Program (DAEP) Placement

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

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

Summer programs provided by the District shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense (See Section 9 – Expulsion).

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

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for any conduct/behaviors prohibited or listed in the General Conduct Violations section of this Code or for any conduct/behavior identified in State Law.

ABSOLUTELY NO FIGHTING WILL BE ALLOWED.

(See glossary – Fighting/Mutual Combat.)

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

Disciplinary Alternative Education Program (DAEP) Placement

- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the Superintendent or the Superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses ~~involving injury to a person~~ in Title 5 (see glossary) of the Texas Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

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

Mandatory Placement: Misconduct That Requires DAEP Placement

Pursuant to §37.006 of the Texas Education Code a student must be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report or a terroristic threat involving a public school; however, this does not include, bomb threats, which are an expellable offense. (See section on Expulsion for bomb threats). (See glossary.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see glossary) under Texas Penal Code §22.01(a) (1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)

Disciplinary Alternative Education Program (DAEP) Placement

- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Behaves in a manner that contains the elements of the offense or public lewdness or indecent exposure.
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Texas Penal Code when the conduct occurs off school property and not at a school sponsored or school-related event and:
 - a. The student receives deferred prosecution (see glossary),
 - b. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 - c. The Superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this code.)
- Commits a federal firearms violation and is younger than six years of age.
- Engages in expellable conduct and is between six and nine years of age.

Pursuant to District policy a student shall be placed in a DAEP if the student:

- Possesses any knife including a pocketknife (as long as the knife is not a switchblade knife or an “illegal knife” under the Texas Penal Code; For switchblade knife and “illegal knife” see “Mandatory Expulsion” subsection 9 Expulsion)

Sexual Assault and Campus Assignments

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

Emergencies

~~In an emergency, the principal or the principal’s designee may order the immediate placement of a student in a DAEP for any reason for which placement in a DAEP may be made on a nonemergency basis upon approval by the Office of Student Management.~~

Process

Removals to a DAEP shall be made by a campus behavior coordinator and approved by the Office of Student Management.

Conference

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

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

Following valid attempts to require attendance, the conference may be held and a placement decision shall be made by the Office of Student Management regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Placement Order

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

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

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

Coursework Notice

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

Length of Placement

The duration of a student's placement in a DAEP shall be determined by a campus behavior coordinator.

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.

The minimum DAEP placement shall be three school days and the maximum DAEP placement shall be one calendar year except as provided below.

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

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

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the District determines that the student is a threat to the safety of other students or to District employees. The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the Board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

Disciplinary Alternative Education Program (DAEP) Placement

Appeals regarding the decision to place a student in DAEP should be addressed to Student Management and/or the Superintendent's designee.

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

Appeals shall begin at Level One with the Coordinator of Student Management.

Disciplinary consequences shall not be deferred pending the outcome of any appeal/grievance. The decision to place a student in a DAEP cannot be appealed beyond the Board.

Restrictions during Placement

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

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who has transportation designated as a related service in the student's IEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the DAEP shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

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

~~Under State law, the office of the prosecuting attorney is required to notify the District when a student who was placed in a DAEP for certain offenses (including any felony, unlawful restraint,~~

Disciplinary Alternative Education Program (DAEP) Placement

~~indecent exposure, assault, deadly conduct, terroristic threats, organized crime, certain drug offenses, or possession of a weapon), and:~~

- ~~3.1.~~ The student is not going to be prosecuted (i.e. the case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated); or
- ~~4.2.~~ The court or jury found the student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

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

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

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

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

Withdrawal During Process

When a student violates the District's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the District before a placement order is completed, a campus behavior coordinator may complete the proceedings, issue a placement order and forward a copy to the Office of Student Management. If the student then reenrolls 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 a campus behavior coordinator or Office of Student Management, fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

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

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

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

Emergency Placement Procedure

~~In an emergency, the principal or the principal's designees may order the immediate placement of a student in a DAEP upon approval by Student Management.~~ When an emergency placement occurs, 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.

8. Placement and/or Expulsion for Certain Serious Offenses

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

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the administration must remove the student from the regular classroom and determine appropriate placement unless the court orders Juvenile Justice Alternative Education Program (-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's designee determines that the student's presence:

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

Review Committee

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

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

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the Board's 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's designee under this section is final and may not be appealed.

Certain Felonies

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

Placement and/or Expulsion for Certain Serious Offenses

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

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

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

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

Hearing and Required Findings

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

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

Any decision of the Board'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 and/or Expulsion for Certain Serious Offenses

Newly Enrolled Students

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

9. Expulsion

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Discretionary Expulsion: Misconduct That May Result in Expulsion

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

-Misconduct Regardless of Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
 - Inciting violence against a student through group bullying.
 - Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
 - Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
 - Criminal mischief, if punishable as a felony.
 - Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
-
- ~~Engaging in the following, no matter where it takes place:~~
 - ~~Conduct that contains the elements of assault under Penal Code 22.01(a) in retaliation against a school employee or volunteer.~~
 - ~~Criminal mischief, if punishable as a felony.~~
 - ~~Engaging in conduct that contains the elements of one of the following offenses against another student, without regard to where the conduct occurs:~~

- ~~Aggravated assault.~~
- ~~Sexual assault.~~
- ~~Aggravated sexual assault.~~
- ~~Murder.~~
- ~~Capital murder.~~
- ~~Criminal attempt to commit murder or capital murder.~~
- ~~Aggravated robbery.~~
- Breach of computer security. (See glossary)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

Misconduct at School, Within 300 Feet, or at a School Activity/Event

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

- Engaging in conduct that contains the elements of assault under Section 22.01(a) (1) of the Penal Code against an employee or a volunteer.
- Engaging in conduct that contains the elements of deadly conduct under section 22.05 of the Penal Code. (See glossary.)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for "under the influence.")
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.

- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Carrying on or about the student's person a handgun, ~~an illegal knife~~ location-restricted knife, or a club, as these terms are defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary.)
- Possession of a firearm, as defined by federal law. (See glossary.)
- Unlawfully carrying a weapon under Section 46.02, Texas Penal Code, or possession of a prohibited weapon under Section 46.05, Texas Penal Code, or possession of a firearm (as defined by federal law -18 U.S.C. Section 921).

Misconduct Occurring on Property of Another District

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

Misconduct Occurring While in DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law - Firearms

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

Under the Texas Penal Code

- A student shall be expelled for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property: Unlawfully carrying a weapon under Section 46.02, Texas Penal Code, or possession of a prohibited weapon under Section 46.05, Texas Penal Code. Carrying on or about the student's person the following, as defined by the Texas Penal Code, "Weapon" includes:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - An ~~illegal~~ location-restricted knife, as defined by state law. (See glossary.)
 - A club, as defined in state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See glossary.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act of offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under District Policy

- Possession of a switchblade knife on school property or while attending a school-sponsored or school-related activity on or off school property. (See glossary)
- Terroristic threat by making a bomb threat (regardless of location of the person making the threat).

Under Age Ten

A student that is under the age of ten, shall not be expelled for behavior that is expellable. Instead, the student 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

~~In an emergency, the principal or the principal's designee may order the immediate expulsion of a student for any reason for which expulsion may be made on a nonemergency basis upon approval of Student Management.~~

Due Process

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

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

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP (emergency placements approved by Student Management).

Hearing

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

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

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

The Board of Trustees delegates to the Office of Student Management the authority to conduct hearings and expel students.

Expulsion Appeal

After the due process Expulsion Hearing, the expelled student may request an administrative review of the expulsion decision to the Coordinator of Student Management and/or the

Superintendent's designee. The student or parent must submit a written request to the Coordinator of Student Management and/or Superintendent's designee within seven days after receipt of the written order/decision. The Coordinator of Student Management and/or Superintendent's designee must provide the student or parent written notice of the date, time, and place of the meeting at which the Coordinator of Student Management and/or Superintendent's designee will conduct the review.

The Coordinator of Student Management and/or Superintendent's designee will review the record of the expulsion hearing and hear a statement from the student or parent and or any other administrator. The Coordinator of Student Management and/or Superintendent's designee or other District administrator at the review will base its decision on evidence reflected in the record and any statements made by the parties at the review. The Coordinator of Student Management and/or Superintendent's designee may make and communicate its decision orally at the conclusion of the presentation and follow up in writing or communicate the decision in writing to all parties within seven school days after the review. Consequences will not be deferred pending the outcome of any appeal/grievance or hearing.

Board Review of Expulsion

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

The Board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting.

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

Expulsion Order

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct

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 Board's designee or other appropriate administrator shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

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

Length of Expulsion

The length of an expulsion shall be 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 calendar year except as provided below:

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

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

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

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

Withdrawal during Process

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

If the student then 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 campus behavior coordinator or Office of Student Management 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 campus behavior coordinator or the Board may issue an additional disciplinary order as a result of those proceedings

Restrictions during Expulsion

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

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

Newly Enrolled Students

The District shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the District.

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

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

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

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

Emergency Expulsion Procedures

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

Educational Services for Expelled Students

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

10. Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Texas 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.

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

Arson is defined in part by Texas Penal Code 28.02 as:

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

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

Breach of Computer Security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in 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. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

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

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

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

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

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

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Bullying is written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school sponsored or school related activity, or in a vehicle operated by the District that:

1. has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

Conduct described above is considered bullying if that conducts:

1. exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

Chemical dispensing device is a device designed, made, or adapted for the purpose 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 for the purpose of inflicting serious bodily injury or death. A blackjack, mace, and tomahawk are in the same category.

Criminal street gang is 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.

Cyber bullying is the use of any electronic communication device to engage in bullying or intimidation.

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 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.

DAEP (Disciplinary Alternative Education Programs) is defined as an educational and self-discipline alternative instructional program, adopted by local policy, for students in elementary through high school grades that are removed from their regular classes for mandatory or discretionary disciplinary reasons.

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

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

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

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

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

Diversion Course is a combination of four core programs aimed at changing school climate and student behaviors while reducing the number of students that are issued citations at school, given Alternative School placement or creating a record with a juvenile court.

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

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

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Fighting/Mutual Combat is defined as two or more students or persons that chose to mutually engage in physical combat using blows or force to strive to overcome the other student(s) or person(s). ABSOLUTELY NO FIGHTING WILL BE ALLOWED.

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

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

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

Handgun is defined by Texas Penal Code 46.01 ~~(5)~~ as any firearm that is designed, made, or adapted to be fired with one hand.

Graffiti are 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 is:

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 person, including a District student, employee, Board member, or volunteer, is sexually intimidating, causes physical damage to the property of another student, subjects another student to physical confinement or restraint, or maliciously and substantially harms another student's physical or emotional health or safety; as defined in Section 37.001(b)(2) of the Education Code.

~~2.~~ _____

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or ~~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 for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

Hit list is defined by Section 37.151 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 Texas Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Texas Penal Code 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her 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 Texas Civil Practices and Remedies Code 98B.001 and Texas Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

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

Illegal knife is defined by Texas Penal Code 46.01(6) as a

- ~~1. Knife with a blade of over five and one-half inches;~~
- ~~1. Hand instrument designed to cut or stab another by being thrown;~~

~~2. Dagger, including, but not limited to, a dirk, stiletto, or poniard;~~

~~2. Bowie knife;~~

~~2. Sword; or~~

~~2. Spear.~~

In-School Suspension (ISS) is a disciplinary consequence designed to help students learn how to function successfully in the classroom(s). Students may be assigned to ISS for one class period, several class periods, one day to multiple day assignments, depending on the severity of the offense. Students will be counted present in school and will receive credit for work completed. Students may not be assigned to ISS for more than 29 days per school year.

Knuckles as defined by Texas Penal Code 46.01 are any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

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

Machine gun as defined by Texas 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.

~~**Knuckles** are 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.~~

~~**Machine gun** is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.~~

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

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

Peer Mediation involves specially trained students of the same age group who facilitates resolving disputes between two people.

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

Prohibited weapon under Texas 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. Knuckles;
- 3. Armor-piercing ammunition;
- 4. A chemical dispensing device;
- 5. A zip gun;
- 6. A tire deflation device;
- 7. An improvised explosive device; or
- 8. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

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

- ~~0. An explosive weapon;~~
- ~~0. A machine gun;~~
- ~~0. A short barrel firearm or firearm silencer, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or classified as a curio or relic by the U.S. Department of Justice;~~
- ~~0. Knuckles;~~
- ~~0. Armor piercing ammunition;~~
- ~~0. A chemical dispensing device;~~
- ~~0. A zip gun; or~~
- ~~0. A tire deflation device.~~

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

Reasonable belief is a determination made by the Superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

Safe School Ambassador Program empowers leaders from the diverse groups and cliques on campus and equips them with nonviolent communication and intervention skills to stop bullying and violence among their peers.

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

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, [Texas](#) Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, [Texas](#) Penal Code;
 - b. Indecent exposure under Section 21.08; [Texas](#) Penal Code;
 - c. Criminal mischief under Section 28.03, [Texas](#) Penal Code;
 - d. Personal hazing under Section 37.152; or [Education Code](#); or
 - e. Harassment under Section 42.07(a) (1), [Texas](#) Penal Code, of a student or District employee

Serious or persistent misbehavior includes but is not limited to:

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

Short-barrel firearm is [defined by Texas 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.

Student Court is a type of judicial system occasionally seen in schools, particularly middle school, high school, and in some colleges and universities. They are most often engaged in conflict resolution and interpretation of student bylaws and constitutions.

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 by the force of gravity or centrifugal force. The term does not include a knife that has a spring, detent, or other 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.

Terroristic threat [defined by Texas Penal Code 22.07 as](#) ~~is~~ a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;

3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

Tire deflation device is defined in part by Section 46.01 of the [Texas](#) Penal Code 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 Texas Penal Code that typically involve injury to a person and may include:

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

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

- ~~Murder;~~
- ~~Kidnapping;~~
- ~~Trafficking of persons;~~
- ~~Smuggling or continuous smuggling of persons;~~
- ~~Assault;~~
- ~~Aggravated assault;~~
- ~~Sexual assault;~~
- ~~Aggravated sexual assault;~~
- ~~Unlawful restraint;~~
- ~~Voyeurism;~~
- ~~Indecency with a child;~~
- ~~Invasive visual recording;~~
- ~~Disclosure or promotion of intimate visual material;~~
- ~~Injury to a child, an elderly person, or a disabled person of any age;~~
- ~~Abandoning or endangering a child;~~
- ~~Deadly conduct;~~
- ~~Terroristic threat;~~
- ~~Aiding a person to commit suicide; and~~
- ~~Tampering with a consumer product.~~

[See FOC (EXHIBIT)]

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

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

Zip gun is defined by Texas 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.

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: July 20/27, 2014

Contact Person: Dr. A Marcus Nelson

**RE: Discussion and possible action on Texas Association of School Boards
Policy Update 108 affecting (LOCAL) policies**

=====

Background Information:

Update 108 contains recommended changes to local policies on topics including instructional resources and materials; credit by examination with prior instruction; graduation; campus charters; and community relations (advertising and fundraising).

Revisions to legal policies incorporate various administrative rules and include some updating and recoding of provisions in anticipation of changes from the 85th Legislative Session, which will be included in Update 109, scheduled for early fall.

The document containing the policy markups and the legal updates for Update 108 is lengthy. The document will be available for Board and community members to view July 17, 2017 by following <http://www.wacoisd.org/botmeetings> URL.

According to the TASB instruction sheet

Add Policy, EF(LOCAL) Instructional Resources

Delete Policy, EFA(LOCAL), Instructional Resources / Instructional Materials

Delete Policy, EFAA(LOCAL), Instructional Materials / Selection and Adoption

Replace Policy, EHDB(LOCAL), Alternative Methods for Earning Credit / Credit by Examination with Prior Instruction

Replace Policy EIF(LOCAL), Academic Achievement / Graduation

Replace Policy EL(LOCAL), Campus Charters

Replace Policy GKB(LOCAL), Community Relations / Advertising and Fundraising

Fiscal Implications:

None

Administration Recommendations:

The Administration recommends that the Board of Trustees approve to add, replace, or delete policies as recommended by TASB Policy Service and according to the instruction sheet for TASB Localized Policy Manual Update 108.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 18, 2017

Contact Person: Sharla Garcia
Lara Robertson

RE: Gifts and Grants to Waco ISD

=====

Background Information (Gifts >\$50 ,000 for Board Approval):

No gifts valued at \$50,000 or greater were reported for the June 2017 report.

Fiscal Implications (All Gifts):

An increase of **\$21,646.61** in total cash, items, and services donated to Waco ISD was recorded for the **July 2017** report.

Background Information (Grants):

None

Fiscal Implications (Grants):

None

Administrative Recommendation(s):

The administration recommends acceptance of these gifts and to Waco ISD.

**Waco ISD Gifts Report
July 2017**

Date	Name	Cash	Item	Service	Amount	Notes	Campus
05/17/2017	Kathy Wise		\$ 100.00		\$ 100.00	groceries and gift cards for Service Learning Fair	Indian Spring Middle
05/17/2017	Silos Baking Company		\$ 438.00		\$ 438.00	125 cupcakes for TTIPS Service Learning Program	Indian Spring Middle
05/18/2017	Meier Settlement United Methodist Church		\$ 450.00		\$ 450.00	9 used student desks (approx \$50 each)	Cedar Ridge Elementary
05/22/2017	George's Restaurant & Catering	\$ 130.00			\$ 130.00	for bus transportation for BU stadium tour	GW Carver Middle
05/22/2017	Community Bank & Trust	\$ 500.00			\$ 500.00	athletics	GW Carver Middle
05/25/2017	Barrera's Nursery and Landscape					300 red and white carnations for NHS induction	Waco High
05/26/2017	Sweet Escapes Cotton Candy	\$ 77.25			\$ 77.25	Artist Market	Hillcrest PDS
05/26/2017	Sweet Escapes Cotton Candy				\$ 50.00	gift basket for Artist Market	Hillcrest PDS
06/05/2017	Donorschoose.org		\$ 534.63		\$ 534.63	PreK /solar system and space supplies	Parkdale Elementary
06/06/2017	Silicon Valley Community Foundation	\$ 177.04			\$ 177.04	donated to WISD EF, designated for JH Hines in conjunction with the Apple/ConnectEd program	JH Hines Elementary
06/06/2017	Silicon Valley Community Foundation	\$ 177.04			\$ 177.04	donated to WISD EF, designated for Prov Heights in conjunction with the Apple/ConnectEd program	Provident Heights Elementary
06/06/2017	Silicon Valley Community Foundation	\$ 177.04			\$ 177.04	donated to WISD EF, designated for Bell's Hill in conjunction with the Apple/ConnectEd program	Bell's Hill Elementary
06/06/2017	Silicon Valley Community Foundation	\$ 177.04			\$ 177.04	donated to WISD EF, designated for Kendrick in conjunction with the Apple/ConnectEd program	Kendrick Elementary
06/06/2017	Englander Dsign Pak	\$ 300.00			\$ 300.00	donation for staff/teacher lunch	Alta Vista Elementary
06/06/2017	McAlisters Deli		\$ 121.15		\$ 121.15	25 cookie vouchers (\$1.25 each), 10-1 free meal vouchers (\$8.99 each) - for TTIPS	Indian Spring Middle
06/08/2017	JoAnn Stores		\$ 213.92		\$ 213.92	general supplies/decor	West Avenue Elementary
06/08/2017	JoAnn Stores		\$ 1,987.68		\$ 1,987.68	general supplies/decor	West Avenue Elementary
06/08/2017	JoAnn Stores		\$ 399.15		\$ 399.15	general supplies/decor	West Avenue Elementary
06/08/2017	JoAnn Stores		\$ 667.07		\$ 667.07	general supplies/decor	West Avenue Elementary
06/08/2017	JoAnn Stores		\$ 643.97		\$ 643.97	general supplies/decor	West Avenue Elementary
06/08/2017	JoAnn Stores		\$ 3,032.08		\$ 3,032.08	general supplies/decor	West Avenue Elementary
06/08/2017	JoAnn Stores		\$ 677.55		\$ 677.55	general supplies/decor	West Avenue Elementary
06/12/2017	Stripes					100 breakfast burritos for staff	JH Hines Elementary
06/12/2017	Sonic Drive-In		\$ 600.00		\$ 600.00	drinks and cups for 2 family nights	JH Hines Elementary
06/12/2017	Sonic Drive-In		\$ 300.00		\$ 300.00	100 Rt. 44 drinks for staff	JH Hines Elementary
06/12/2017	Raising Cane's		\$ 770.00		\$ 770.00	110 box combos cards for staff	JH Hines Elementary
06/12/2017	Savannah Samuels		\$ 60.00		\$ 60.00	4-28 pks of Gatorade for field day	JH Hines Elementary
06/12/2017	McLennan Community College		\$ 2,000.00		\$ 2,000.00	books for students (2 distributions - 2/14 & 6/1)	JH Hines Elementary
06/12/2017	Pi Beta Phi		\$ 150.00		\$ 150.00	First book donation	JH Hines Elementary
06/12/2017	Devon Burns		\$ 500.00		\$ 500.00	10 pairs of new Nike tennis shoes	JH Hines Elementary
06/12/2017	Bahama Bucks		\$ 100.00		\$ 100.00	30 teacher coupons	JH Hines Elementary
06/12/2017	Dina Chavez		\$ 400.00		\$ 400.00	15 pairs of shoes; Baylor incentives	JH Hines Elementary
06/12/2017	In-N-Out Burger		\$ 360.00		\$ 360.00	150 award certificates for cheese burgers	JH Hines Elementary
06/12/2017	Waco Community Development		\$ 225.00		\$ 225.00	gifts for staff appreciation drawing	JH Hines Elementary
06/12/2017	Waco Community Development		\$ 120.00		\$ 120.00	480 bottles of water for field day	JH Hines Elementary
06/12/2017	Waco Sigmas - Phi Beta Sigma - Gamma Omicron Sigma		\$ 400.00		\$ 400.00	600 hot dogs for 2 family nights	JH Hines Elementary
06/12/2017	Live Oak Classical School		\$ 500.00		\$ 500.00	field day snacks and drinks	JH Hines Elementary
06/12/2017	Live Oak Classical School		\$ 500.00		\$ 500.00	end of the year school supplies	JH Hines Elementary
06/14/2017	Smokin' Hot BBQ		\$ 150.00		\$ 150.00	Artist Market Fund	Hillcrest PDS
06/14/2017	Kona Ice	\$ 131.00			\$ 131.00	Artist Market	Hillcrest PDS
06/14/2017	anonymous via Waco Foundation	\$ 1,000.00			\$ 1,000.00	IHO Mark Cross & his dedication to Montessori education & success of his students; for teacher supplies	Lake Air Montessori Magnet
06/27/2017	Uncle Dan's Rib House	\$ 50.00			\$ 50.00	5-\$10 gift cards for new teacher induction	Professional Development
06/27/2017	Jason's Deli	\$ 50.00			\$ 50.00	5-\$10 gift cards for new teacher induction	Professional Development
06/27/2017	Richards Supply Company	\$ 1,000.00			\$ 1,000.00	donated to WISD EF, designated for GWAMA/welding	GWAMA
06/28/2017	Baylor University	\$ 1,200.00			\$ 1,200.00	donated to WISD EF, designated for CTE summer intern program	CTE
06/28/2017	Chris McSwain	\$ 50.00			\$ 50.00	donated to WISD EF, designated for planetarium	Planetarium
	TOTALS	\$5,196.41	\$16,400.20		\$21,646.61		

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: July 27, 2017

Contact Person: Dr. A. Marcus Nelson

RE: Discussion and possible action on Lone Star Governance implementation

=====

Background Information:

The Board needs to accept the monitoring reports for goal progress measure 3.3; percentage of students completing Advanced CTE (Career and Technical Education) courses for the school year and 2.3; articulate credit final grades.

Fiscal Implications:

None

Administration Recommendations:

The Administration recommends that the Board accepts the two goal progress measures.

Goal Progress Measure Report

- Board Goal Three:** Increase the percentage of graduates displaying career readiness by completing a WISD Workforce Preparation Program from 65% to 80% by 2020.
- Progress Measure Two:** Increase the cumulative percentage of students earning a workforce certification each semester from a total percent of 67% to 80% by 2020.
- Date Presented to Board:** May 25, 2017
- 2016-17 Checkpoint:** Increase the cumulative percentage of students earning a workforce certification to 70%
- 2016-17 GPM Results:** The percentage of students earning workforce certification by May 1, 2017 is 77.6%

Superintendent's evaluation of goal progress measure achievement:

- ☐ Does Not Meet Goal
- ☐ Approaching Goal Attainment
- ☐ Met Goal
- ☒ Mastery of Goal

Explanation/Elaboration for Outcome:

Of the 44 students enrolled in the forklift certification program, 30 (68%) earned certification

Of the 117 students enrolled in the OSHA certification program, 95 (81%) earned certification

Certification reports expected through August include welding, additional CNA, and Microsoft Office.

Additional certifications in the areas of culinary arts, construction, and graphic design will be added

Goal Progress Measure Report

Board Goal Two: Increase the percent of graduates displaying college readiness by earning at least 12 hours of post-secondary credit from 5.9% in 2014-2015 to 20% by 2020.

Goal Progress Measure Three: Increase the percentage of students receiving an 80% or higher each semester in an articulated credit class from 73% to 90% by 2020. (Quarter 2: December; Quarter 4: June)

2016-17 Goal Progress Measure Checkpoint: Increase the percentage of students receiving 80% or higher each semester in an articulated credit course to 77% by 2017

2016-17 Goal Progress Measure Outcome: Articulated credit course passing rate is 80% for 2017.

Explanation of outcome:

Gains were achieved through curriculum reinforcement in areas where student's struggled. Teachers worked with McLennan Community College instructors to discover additional teaching methods that proved to be successful with our high school students.

Articulated credit will be changing in the 2017-18 school year. With the change in CTE courses and TEKS, the state has identified new classes for articulation. Some of the courses that have been articulated will no longer be included.

MCC has been offering school districts local articulation agreements. This practice will be replaced by the Texas Advanced Technical Credit program. Teacher will be credentialed to teach articulated course through the state program. The benefit of this program is that the articulation credit can be used at any state community college including both MCC and TSTC.

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: July 20/27, 2017

Contact Person: Elaine Botello

RE: Discussion and possible action to approve hiring of administrators

Background Information:

According to policy DC (Local), the Board retains final authority for employment of all administrative personnel. The Administration recommends that the Board of Trustees approve the employment of the administrator(s) as presented (Names provided under separate cover).

- Elementary Assistant Principal
- Middle School Assistant Principal
- High School Assistant Principal

Fiscal Implications:

Salaries included in fiscal year budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the employment of named candidate(s) (provided under separate cover) for the administrative position(s) as presented.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 27, 2017

Contact Person: Sharla Garcia

**RE: Presentation and discussion of the Grants Management Department
2016-2017 Annual Report**

=====

Background Information:

In 2011, the Education Service Center Region XII conducted a review of the Waco Independent School District grants management process. In response to the review findings and recommendations, Waco ISD established a Grants Management Department (GMD) for the purpose of providing a central location for grants management, and for employing a grant coordinator to support the development, implementation, and monitoring of competitive, discretionary grants.

Two years later in 2013, Waco ISD elected to restructure the grants department. Two new positions were created: the Coordinator of Grants Management Department and the Resource Development Facilitator. Personnel were hired and within the first year, they secured and managed over twenty different grant awards; this was a significant boost in the number of grant awards from previous years. A third position was added to the department in 2015, Grants Management Specialist, to assist with the increased volume of grant awards.

Grants Management Department – Scope of Services 2016-2017:

The GMD staff provided a variety of services on behalf of the district over the past year. Key elements of the aforementioned services include, but are not limited to, the areas below:

- *Researched potential funding* – GMD staff were contacted by various district personnel inquiring about potential funding in specific areas; GMD staff researched grant databases for possible funding sources, and continue to maintain an ongoing ‘wish list’ of such requests.
- *Analyze Request for Applications (RFAs)* – GMD staff received notification of RFAs via ListServes, district personnel, community stakeholders, and local agencies. GMD performed an in-depth analysis, which is reflected on the department’s Feasibility Analysis form. All forms were submitted to district leadership for review.
- *Grant writing and submission* – GMD staff coordinated with district personnel to develop strong grant proposals. Proposals ranged from \$500 to \$10 million, and submission due dates span throughout the entire year.

- *Community partnerships* – Last year, the GMD met with multiple agencies and organizations and developed collaborative proposals. Examples of collaboration are: Baylor University, Klaras Center for Children and Families, Family Abuse Center, Education Service Center Region XII, and the City of Waco.
- *Coordination and implementation* – The grant start-up process was initiated by the GMD for newly awarded grants. This process includes: developing job descriptions, creating grant-funded positions, interviewing and hiring staff, working with Accounting to develop budget codes, discussing the grant process with key personnel, and communicating with the funder around initial training requirements.
- *Internal evaluation and monitoring* – Over the past year, GMD staff worked closely with district and grant staff (on campuses) to review program goals and objectives, review budget reports/spending, and compile/submit reports. Additionally, GMD staff assisted grant staff (on campuses) in securing clarification around state, federal, and district rules/regulations as they apply to grants.
- *External monitoring* – GMD staff worked with various external monitors/auditors throughout the year in accordance with the grant requirements. Staff compiled and submitted requested information, hosted onsite visits to review progress on grant goals and objectives, and responded to monitoring reports in a timely manner.
- *File organization* – The GMD continued maintenance of a previously established intricate filing system for grant documents. The safety and security of documents is ensured with the use of waterproof containers kept within a locked basement cage. Each container was labeled (contents and destroy date) and color-coded (by destroy date).
- *Asset management* – Grant inventory (equipment, furniture, and technology) tracking was an ongoing process. During the past academic year, as grants began, ended, and as new purchases were made on active grants, the tracking process was utilized to ensure all pertinent information was retained (vendor, price, model, etc.).
- *Grant renewal applications* – With multi-year grants, funding is approved year-by-year and is not guaranteed. The district must demonstrate satisfactory progress toward grant goals each and every year. Most funders awarding multi-year grants require a renewal application at the end of each grant year. Last year, GMD staff facilitated the renewal application process for several multi-year grants. This process included coordinating meetings among district personnel, gathering district data, reviewing grant program and fiscal data, submitting applications/reports, and communicating with the funder.

Grant Management Award Highlights:

Below is a summary of the accomplishments of the district's major competitive, discretionary grant awards over the past year:

- *Apple, Inc. - Apple ConnectED*
Bell's Hill Elementary, J. H. Hines Elementary, Kendrick Elementary, and Provident Heights Elementary
 - ❖ The original grant was received in 2014 for four Apple ConnectED grants and supplied products and services.
 - ❖ The value of technology support and training over the past year was \$1, 062,479; for the total life of the grant = \$6,477,347.
 - ❖ *NOTE: Value of award increases as additional products and/or services are provided each year.*
- *Texas Education Agency (TEA) – 21st Century Texas Afterschool Centers*
G. W. Carver Middle School
 - ❖ The district accepted a grant award in the amount of \$256,377 to operate afterschool programs.
 - ❖ The grant staff worked closely with campus Instructional Specialists to ensure afterschool activities are aligned with the school day curricula.
 - ❖ A Community Advisory Council (CAC) was developed to address sustainability for programming when grant funding expires.
- *Texas Education Agency (TEA) – Texas Title I Priority Schools (TTIPS)*
Brook Ave. Elementary School
 - ❖ The initial Notice of Grant Award (NOGA) was awarded for Year 1 for \$293,257; this year is considered a pre-implementation and planning period.
 - ❖ The grant will provide additional support for Response to Intervention coordination, Bilingual instruction, Advanced Academic instruction, Afterschool programming, and Family Engagement Services.
- *Texas Education Agency (TEA) – Texas Title I Priority Schools (TTIPS)*
Indian Spring Middle School
 - ❖ TEA approved the implementation of the Year 3 grant proposal and released funds in the amount of \$1,587,056.
 - ❖ Grant funded staff provided activities in the areas of Service Learning, Afterschool, and College & Career Readiness.
 - ❖ The Instructional Data/Evaluation Specialist developed reports to correlate student involvement with increased academic success.

- *Texas Education Agency (TEA) – Texas Title I Priority Schools (TTIPS)*
J. H. Hines Elementary School
 - ❖ TEA approved the implementation of the Year 3 grant proposal and released funds in the amount of \$1,118,332.
 - ❖ Grant performance goals continued to improve, particularly in the areas of: number of Professional Learning Communities (PLC) offered, number of discipline referrals (decreased), and student and teacher attendance (increased).
- *Texas Support for Homeless Education Program (TEXSHEP)*
Waco ISD – all campuses
 - ❖ The Office of Homeless Outreach Services received approval to implement the Year 2 grant proposal totaling \$75,667.
 - ❖ Homeless Outreach staff served over 1,115 students utilizing a variety of resources including distributing school uniforms, bus passes, and school supplies, and assisting with housing.
 - ❖ The Homeless Outreach staff remained actively involved with the community's Homeless Coalition, ensuring enhanced service delivery to students.
- *U.S. Dept. of Education – Magnet Schools Assistance Program (MSAP)*
Greater Waco Advanced Manufacturing Academy (GWAMA)
 - ❖ Total enrollment for Year 3 was 175 students; this is a 71% increase in enrollment from the first year of the grant.
 - ❖ An addition of a second Family and Community Liaison provided support for student recruiting efforts.
 - ❖ Students competed in the SkillsUSA competitions for the third year in a row; eight teams advanced to state.

Grants Management - Priorities

The following are deemed priorities over the upcoming year:

- Maintain current information about the outlook for grant funding at both the state and federal levels.
- Ensure the department's direction and efforts are aligned with the district's goals and priorities.
- Continue educational efforts within the district regarding the role/function of competitive, discretionary grants.

Summary of Grant Awards:

Below is a summary of the district's discretionary, competitive grant awards over the past four years.

Summary of Grant Awards 2013-2017:

Funder-Grant Program	'13-'14 Awards	'14-'15 Awards	'15-'16 Awards	'16-'17 Awards
Alcoa Foundation	\$30,000		\$20,000	
Allergan Foundation (Special Ed)	\$10,000			\$10,000
Annie's Grants for Gardens			\$2,500	
Apple ConnectED		\$81,366	\$5,333,502	\$1,062,479
Cardea (Technical Assistance)			\$12,500	
Central Texas FIRST	\$250			
Cooper Foundation (GWAMA)	\$100,000			
US Dept. of Education – MSAP (GWAMA)	\$2,199,120	\$1,819,261	\$1,723,589	Ended Oct'17
US Dept. of Education – MSAP Supplemental			\$85,000	Ended Oct'17
US Dept. of Education – Waco Counseling Project	\$399,584	\$395,781	\$395,781	
Educate Texas – T-STEM Exemplars	\$40,000		\$75,000	
ESC Region 12 Technology Foundation	\$10,000	\$4,881	\$5,000	\$4,898
ESC Region 12 Technology Fdn – Waco ISD Match			\$5,000	
Hartford Economic Development Corp. (GWAMA)	\$30,942			
H-E-B Charitable Trust – Waco Civic Theater			\$10,000	
K9s 4 Cops		\$15,000		
Laura Bush Foundation – America's Libraries	\$5,000		\$7,000	
Lowe's Toolbox (Garden projects)	\$3,500		\$4,000	
Meadows Charitable School Trust	\$2,000	\$2,500	\$2,500	\$3,500
Office of the Governor – Suspend Kids to School	\$250,000	\$150,808		
Planting Poets Trees			\$2,354	
Rapoport Foundation – Project Link			\$126,618	\$126,618
Scholastic.com			\$6,800	
Stripes Convenience Stores			\$500	
Substance Abuse/Mental Health – Klaras Center				\$63,485
TEA – 21 st Century Afterschool				\$256,377
TEA – Texas Title I Priority Schools (Brook Ave)				\$293,257
TEA – Texas Title I Priority Schools (Indian Spring)		\$1,868,885	\$1,518,385	\$1,587,056
TEA – Texas Title I Priority Schools (J H Hines)		\$1,300,895	\$1,107,577	\$1,118,332
TX Dept. Agriculture – National School Lunch Prog.				\$29,634
TX Dept Family Protect Ser – Family Abuse- HOPES			\$193,655	
Texas Homeless Education Program	\$181,436	\$149,400	\$75,667	\$75,667
Texas Jazz Ensemble Association			\$250	
Texas Music Educators Association	\$786	\$2,898		
TX Workforce Commission–Job & Education for TX				\$220,870
TX Workforce Commission–Robotics Education	\$3,198			
TX Workforce Commission – First in Texas	\$2,589			
University of Texas -Texas School Ready+ Online			\$33,600	
US Lacrosse Association	\$1,520			
Waco McLennan Cty Economic Development Corp	\$124,000			
TOTAL	\$3,393,925	\$5,791,675	\$10,746,778	\$4,852,173
2013 – 2017 TOTAL = \$24,784,551				

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: July 27, 2017

Contact Person: Dr. A. Marcus Nelson

RE: Discussion on Lone Star Governance

=====

Background Information:

The next steps the Board needs to take in implementation on the Lone Star Governance model are to:

1. Receive updated time tracker information.
2. Discuss the monitoring report for GPM 3.1: Work program passing rate for the Year.

Fiscal Implications:

None

Administration Recommendations:

For discussion only.

Board Time Use Tracker
(LSG Framework Accountability 1)

Meeting Date	% Time Spent on S Outcome Goals
03-16-17	30%
03-23-17	19%
04-20-17	56%
04-27-17	43%
05-11-17	0%
05-18-17	31%
05-25-17	3%
06-15-17	3%
06-22-17	23%
07-20-17	7%
08-03-17	
08-17-17	
08-24-17	
09-21-17	
09-28-17	
10-19-17	
10-26-17	
11-16-17	

Does Not Meet Focus: Of total minutes spent in Board-authorized public meetings, fewer than **25 percent** are invested in progress monitoring of the Board's student outcome goals

Meets Focus: Of total minutes spent in Board-authorized public meetings, no fewer than **25 percent** are invested in progress monitoring of the Board's student outcome goals

Masters Focus: Of total minutes spent in Board-authorized public meetings, no fewer than **50 percent** are invested in progress monitoring of the Board's student outcome goals

Board Time Use Tracker - Identification Chart

Date of meeting: July 20, 2017

Framework	Activity	Minutes Used	% of Total Minutes Used	Notes
Vision 1	Student Outcome Goal Setting			
Vision 2	Student Outcome Goal Monitoring	10	7%	
Vision 3	Constraints Setting			
Vision 4	Constraints Monitoring			
Accountability 1	Superintendent Evaluation			
Accountability 2	Board Self-Evaluation			
Structure	Voting	80	72%	Presentation of preliminary budget
Advocacy 1	Community engagement	3	2%	K-12 Insight
Advocacy 2	Student/Family Engagement			
Advocacy 3	Community Training			
Other	Other	38	19%	TASB survey; Teacher certification; CCMS school colors;
Total Vision-focused Minutes		10	7%	
Total Minutes		131	100%	

From: "Crabill, A.J." <[mailto:A.J.Crabill@tea.texas.gov]A.J.Crabill@tea.texas.gov>

Subject: Re: Time tracker

If the workshop is to provide background on a specific board item, I'd associate it with **voting**. If it's to inform/educate about a broader area, I would use **other**. If it is to set goals/GPMs I'd associate it with **goal setting** and so forth.

In short: it can go whichever way the content of the session determines. But if the session is to add context for a specific board item that's up for a vote, I'd count it as an extension of voting.

Time Tracker: does not include closed session.