

## Regular Meeting

Notice is hereby given that on Tuesday, December 9, 2025, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Service Center 7060 Camp Bowie Boulevard. This meeting will be streamed and archived on [Fort Worth ISD's Live YouTube channel](#), and on the [FWISD Video on Demand site](#). The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

The Guidelines for Public Comment are on the [Board of Education Webpage](#) and include information regarding meeting decorum. Individuals may sign-up for public comment calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting location until 5:20 PM. Individuals may send public comment by written statement via email to [boardmeetings-publiccomment@fwisd.org](mailto:boardmeetings-publiccomment@fwisd.org) by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the meeting.

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, December 8, 2025.


### FORT WORTH INDEPENDENT SCHOOL DISTRICT REGULAR MEETING

Page

1. **5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES, VISION, AND MISSION**  
*Led by R.L. Paschal High School - JROTC Cadets*
3. **RECOGNITIONS**
  - A. Recognition of Student Greeters
  - B. Cross Country - State Qualifiers  
4A Young Men's Leadership Academy & 5A Arlington Heights HS
  - C. Volleyball - 5A Region 1 - Bi-District Champions - Paschal HS
  - D. Football - 4A Division 1 - Bi-District Champions - Eastern Hills HS & 5A Division 1 - District, Bi-District and Area Champions - Arlington Heights HS

**4. PUBLIC COMMENT**

**5. CALL PUBLIC HEARING TO ORDER**

- A. Pubic Hearing to Discuss the District's 2024 Financial Accountability Rating (School First) 11 - 19  
[2025.12.09 FIRST Report.pptx](#) 
- B. Public Comment to Discuss the District's 2024 Financial Accountability Rating (School First)

**6. CLOSE PUBLIC HEARING**

- 7. REPORTS** 20
- [Board Committee Report - December 2025.docx](#) 

- 8. SUPERINTENDENT REPORT** 21 - 41
- [Superintendent Report December-2025 DRAFT.pdf](#) 

**9. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS**

**10. EXECUTIVE SESSION**

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
  - 1. Discussion Concerning the Purchase, Exchange, Lease, or Value of Real Property – Farrington Field. (551.071 & 552.072)
  - 2. Superintendent’s Contract
  - 3. Status of the District’s Petition for Review and Proceedings Before the State Office of Administrative Hearings Concerning the Commissioner of Education’s Decision to Appoint a Board of Managers and a Conservator
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to



Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Discussion Related to Hiring for Chief Financial Officer
  2. Discussion Related to Hiring for Executive Director of Procurement
  3. Discussion Related to Hiring for Executive Director of Guidance and Counseling
  4. Superintendent's Contract
- C. Security Implementation (Texas Government Code §551.076)
1. Intruder Audit Findings and Corrective Action
  2. Review TEA DVA Findings
- D. Real Property (Texas Government Code §551.072)
1. 1901 RM RD 2871, Fort Worth, Texas 76126





## 11. CONSENT AGENDA ITEMS

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

### **Dr. Karen Molinar, Superintendent**

- A. Approve Board of Education Meeting Minutes 42 - 60  
[Meeting Minutes - November 4, 2025.docx](#)   
[Meeting Minutes - November 18, 2025.docx](#) 

### **Legal and District Records Management, Sidney Pounds, Assistant General Counsel**

- B. Approve First Reading for Revisions to Board Policy CFC (LOCAL) 61 - 65  
[Consent Item - CFC \(LOCAL\).docx](#)  [CFC\(LOCAL\) - Redlined .pdf](#) 
- C. Approve Second Reading for Revisions to Board Policy DCD(LOCAL) 66 - 71  
[Consent Item - DCD \(LOCAL\) Second Reading.docx](#)   
[DCD \(LOCAL\).docx](#) 

- D. Approve Second Reading - TASB Policy Update 126 (Policies include: CJ(LOCAL), CJA(LOCAL), CLE(LOCAL), CQB(LOCAL), CQD(LOCAL), CSA(LOCAL), DBD(LOCAL), DEC(LOCAL), DFBB(LOCAL), DGBA(LOCAL), DH(LOCAL), EEP(LOCAL), EFA(LOCAL), EHBAF(LOCAL), EIA(LOCAL), FA(LOCAL), FEF(LOCAL), FFB(LOCAL), FFF(LOCAL), FFG(LOCAL), FNG(LOCAL), FO(LOCAL), GF(LOCAL), GKA(LOCAL))
- CJ(LOCAL): Contracted Services
- CJA(LOCAL): Contracted Services - Background Checks and Required Reporting
- CLE(LOCAL): Buildings, Grounds, and Equipment Management - Required Displays
- CQB(LOCAL): Technology Resources - Cybersecurity
- CQD(LOCAL): Technology Resources - Artificial Intelligence
- CSA(LOCAL): Facility Standards - Safety and Security
- DBD(LOCAL): Employment Requirements and Restrictions - Conflict of Interest
- DEC(LOCAL): Compensation and Benefits - Leaves and Absences
- DFBB(LOCAL): Term Contracts - Nonrenewal
- DGBA(LOCAL): Personnel - Management Relations - Employee Complaints/Grievances
- DH(LOCAL): Employee Standards of Conduct
- EEP(LOCAL): Instructional Arrangements - Lesson Plans
- EFA(LOCAL): Instructional Resources - Instructional Materials
- EHBAF(LOCAL): Special Education - Video/Audio Monitoring
- EIA(LOCAL): Academic Achievement - Grading/Progress Reports to Parents
- FA(LOCAL): Parent Rights and Responsibilities
- FEF(LOCAL): Attendance - Released Time
- FFB(LOCAL): Student Welfare - Crisis Intervention
- FFF(LOCAL): Student Welfare - Student Safety
- FFG(LOCAL): Student Welfare - Child Abuse and Neglect
- FNG(LOCAL): Student Rights and Responsibilities - Student and Parent Complaints/Grievances
- FO(LOCAL): Student Discipline
- GF(LOCAL): Public Complaints

GKA(LOCAL): Community Relations - Conduct on School Premises

[Consent Item - TASB Update 126 \(Second Reading\).docx](#) 

[TASB 126 - Redlined Policies.pdf](#) 

- E. Approval of 2026 Public Information Act Calendar 151 - 152

[Consent Item - PIA Calendar.docx](#) 

[Public Information Act Calendar 2026.pdf](#) 

**Trustee Dr. Michael Ryan**

1. Concerning business days on the calendar, it shows March 16 (Monday) as an regular day and not a holiday

*Under the Texas Public Information Act (Texas Government Code Section 552.0031), the Board of Trustees can only designate up to **ten (10)** additional days each calendar year when the District's administrative offices are closed or operating with minimal staff for the purpose of calculating deadlines. This is in addition to weekends and official national and state holidays. Because of this limitation, not all days that the District is closed or operating at minimal staff can be added to the calendar. Although the District will be closed on some of those days, they will count for the purpose of calculating deadlines of Open Records Requests under the Act.*

2. Will the district offices be open that day or is it just for show and no one is really here?

*The District will be closed. Unfortunately, because the state limits selection to only ten (10) days, the District is unable to designate all days the District is truly closed for purposes of the Texas Public Information Act.*

**Business and Finance, Kellie Spencer, Deputy Superintendent**

- F. Approve Budget Amendment For Period Ending November 30, 2025 153 - 156

[Budget Amendment 11.30.25.docx](#) 

[Budget Amendment November 30 2025 Final.pdf](#) 


**Talent Management, Woodrow Bailey III, Chief Talent Officer**

- G. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Texas Woman's University 157 - 164

[MOU - Texas Woman's University.docx](#)  [MOU TWU.pdf](#) 

**Operations, Kellie Spencer, Deputy Superintendent**

**Capital Improvement Program, Carl Alfred, Senior Officer**

- H. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Polytechnic Pyramid Middle School Consolidation Project in Conjunction with the 2021 Capital Improvement Program 165 - 166  
[CMAR Pre-Con Services Poly Pyramid MS Consolidation.docx](#) 
  
- I. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for North Side Pyramid Middle School Consolidation Project in Conjunction with the 2021 Capital Improvement Program 167 - 168  
[CMAR Pre-Con Services North Side Pyramid MS Consolidation.docx](#)  


**Technology, Dr. Eric Upchurch, Chief Technology Officer**

- J. Approve Purchase of Technology Solution to Enhance Network Monitoring and Security 169 - 171  
[Technology Network Monitoring and Security.docx](#)   
[Insight Signal.pdf](#) 

**12. ACTION AGENDA ITEMS**

- A. Item(s) Removed from Consent Agenda
- B. Consider and Take Possible Action on Superintendent's Contract

**Dr. Karen Molinar, Superintendent**

- C. Approve 2026-2027 District Calendars 172 - 176  
[2026-2027 District Calendars.docx](#)  [Traditional Calendar Draft.pdf](#)  
  
[ECHS Calendar Draft.pdf](#)  [ADSY Full-Yr Redesign Calendar Draft.pdf](#)   
[Intersession Calendar Draft.pdf](#) 

**Trustee Anne Darr:**

- 1. Prior to posting these calendars for Board approval, who has

reviewed and approved these calendars?

*The proposed calendars were shared with the following groups for review and feedback: District Leadership, ASDY Campus families via the Parent Square platform, DAC and DERC via email, Early College High School Principals and School Leadership.*

2. What, if any, changes were made to the 2026-2027 Traditional, ECHS, and Intersession calendars when compared to the 2025-2026 calendars?

*In comparison to the 2025-2026 calendars, the 2026-2027 calendars have 175 student days for all schools. This allows the District to meet the ADSY calendar basic requirements and the Fall and Spring Parent/Teacher Conference Days would be non-school days for all students on the Traditional, Intersession, and ADSY calendars. For the 2026-2027 school year, a Fall Break holiday has been added in addition to the October 12 holiday instead of a Teacher Flex Day. Teachers will not be required to complete training to earn the day off for Fall Break. An Election Day holiday has been added for November 3 due to the use of campuses as polling sites for the midterm elections. The Chavez Huerta holiday in March was changed from a Staff Day to a holiday for both students and staff on the Traditional, Intersession, and ADSY calendars for 2026-2027. Summer School days for elementary and middle school have been designated on the 2026-2027 Traditional calendar to allow more time for families and staff to plan summer learning.*

3. On the 2026-2027 ADSY (Full Year) Calendar, what do the purple ADSY Wednesdays mean for students and staff?

*The full year calendar includes weekly ADSY days to increase student brain breaks and teacher planning time. Campuses will implement an adjusted schedule on purple ADSY Wednesdays that include time for brain breaks, accelerated learning and project-based learning.*





4. Will the 2026-2027 ADSY (Full Year) Calendar apply to the new ACE campuses, as well?

*Yes, the ADSY Full Year Calendar will apply to ACE campuses.*



- D. Consider and Take Action to Approve the Hiring for Chief Financial Officer
- E. Consider and Take Action to Approve the Hiring for Executive Director of Procurement
- F. Consider and Take Action to Approve the Hiring for Executive Director of Guidance and Counseling

***Legal and District Records Management, Sidney Pounds, Assistant***

## General Counsel

- G. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- H. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- I. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- J. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code
- K. Approve Revisions to Board Policy FDA(LOCAL), FDB(LOCAL); and EHBG(LOCAL) - Waiver of First Reading 177 - 186  
[Action Item - FDA FDB EHBG \(LOCAL\).docx](#)   
[FDA\(LOCAL\) - Redlined.pdf](#)  [FDB\(LOCAL\) - Redlined.pdf](#)   
[EHBG\(LOCAL\) - Redlined.pdf](#) 

## Operations, Kellie Spencer, Deputy Superintendent

- L. Approve 2025 - 2026 Facility Master Plan School Attendance Boundary Adjustments 187 - 192  
[2025 -2026 Facility Master Plan School.docx](#)   
[2025-26 Consolidations.pptx](#) 

### Trustee Anne Darr:

1. Consolidating schools results in one larger attendance zone. Have the District Administration and the Transportation and Safety Departments created proposed plans for safe, reasonable walking and bus routes for students who will be attending these consolidated campuses during the 2026-2027 school year? If so, have these plans been shared with students, families, and staff? If not, what is the plan to do so?

*Routes (stops) will be finalized prior to the start of the 2026-2027 school year. Parent meetings will be hosted in January and parents will be notified if their child is eligible for transportation. Eligibility will include any student living outside of the 2-mile radius and any student*

who would not have a “safe route” to school (i.e. crossing railroad tracks etc.).

2. Will transportation be provided for students living within a 2-mile radius of a school if one or more walking routes are deemed unsafe due to traffic hazards, etc.?



Yes

3. Have parents been informed that students attending a consolidating traditional campus via an approved transfer will be reassigned to their home campuses based on their address?



*Parents will be informed of their assigned campus in January meetings. Any student on an approved transfer will be assigned to their home campus. Parents can also request a transfer to one of the consolidated campuses.*

4. What communication with parents and staff has taken place or will take place regarding the consolidation of Riverside ALC and Bonnie Brae ES to become one applied learning center?

*Meetings with families are planned for January.*

- |    |   |           |
|----|---|-----------|
| M. | Authorize Repurchase of 15 Acre Parcel Located on 1901 RM RD 2871, Fort Worth, Texas 76126<br><a href="#">Agenda Repurchase of 15 Acre Parcel.docx</a>                         | 193       |
| N. | Approve Consolidation of Western Hills Primary at Western Hills Elementary Beginning in the 2026-2027 School Year<br><a href="#">Consolidation Western Hills Primary.docx</a>  | 194 - 195 |

**Capital Improvement Program, Carl Alfred, Senior Officer**

- |    |   |           |
|----|---|-----------|
| O. | Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Daggett Middle School Renovations in Conjunction with the 2021 Capital Improvement Program<br><a href="#">CMAR - Daggett MS.docx</a>   | 196 - 197 |
| P. | Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Elementary School #1 Replacement at Eastern Hills Elementary School Site Project in Conjunction with the 2021 Capital Improvement Program<br><a href="#">CMAR - Eastern Hills ES.docx</a>  | 198 - 199 |

**13. ADJOURN**

# 2025 School “FIRST” Public Hearing

**Financial Integrity Rating System of Texas  
Based on 2023-2024 School Year Data  
December 9, 2025**



# Purpose of School FIRST

- Financial accountability rating system that holds school districts accountable for the quality of their financial management practices.
- A tool that creates transparency and discloses the quality of decision-making processes concerning the financial resources the school district receives.

# School FIRST Requirements

**FWISD Must Announce and Hold a Public Meeting Within Two Months of the Release of the Final FIRST Rating**

| <b>Date</b>       | <b>Activity</b>                    |
|-------------------|------------------------------------|
| November 3, 2025  | Final Ratings Effective            |
| November 28, 2025 | Notice of Public Meeting Published |
| December 9, 2025  | FIRST Public Hearing at 5:30 p.m.  |

# School FIRST Requirements

## **FWISD Must Prepare and Distribute an Annual Financial Management Report**

- Comparison of Current Year and Prior Year Ratings
- Disclosures Required by Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA
- Disclosures Required by Commissioner's Rules, Section 109.1001(o), Effective 8/6/15
- 2025 Report Available on the FWISD [Financial Services website](#)

# How Ratings are Assessed

## 21 Indicators Reviewed:

- Timely financial reporting
- Fund balance levels
- Debt management
- Administrative cost ratios
- Audit findings and compliance

## Numerical Score Assigned:

- A = Superior (90-100)
- B = Above Standard (80-89)
- C = Meets Standard (70-79)
- F = Substandard Achievement (<70)

# Major Areas Assessed

## Critical Indicators

(4 Indicators, Pass/Fail)

- FWISD passed
- Indicator #1, 15 point reduction

## Solvency Indicators

(11 Indicators, 85 Points)

- FWISD 85/85
- Indicator #10 not scored

## Financial Competence

(6 Indicators, 15 Points)

- FWISD 15/15

Indicator Detail can be found in the [FWISD Annual Report](#).

# FIRST Rating – Indicator 1

## Background

- Indicator 1: In 2022-2023, TEA amended Texas Administrative Code §109.1001(n)(9)(A) to allow districts to appeal Indicator 1 (timely submission of the ACFR) if documentation supports that the report was submitted on time.

## FWISD Preliminary Rating

- FWISD received a preliminary “F” rating due to Indicator 1 being marked incomplete.
- This was a file upload issue, not related to data accuracy or late submission.

# FIRST Rating Appeal – Indicator 1

## Appeal

- Documentation was submitted confirming the ACFR was timely and complete.

## Outcome


- TEA granted the appeal, resulting in a 15-point reduction from a perfect score.

# Fort Worth ISD 2025 FIRST Rating

Final Rating: 85 = B

Above Standard Achievement (85/100)

| Fiscal Year      | Rating                | Score         |
|------------------|-----------------------|---------------|
| <b>2023-2024</b> | <b>Above Standard</b> | <b>85/100</b> |
| 2022-2023        | Superior              | 100/100       |
| 2021-2022        | Superior              | 98/100        |
| 2020-2021        | Superior              | 94/100        |
| 2019-2020        | Superior              | 96/100        |



2025

FORT WORTH ISD

ANNUAL FINANCIAL  
ACCOUNTABILITY MANAGEMENT

F.W. YEAR END  
JUNE 30, 2024

FORT WORTH INDEPENDENT SCHOOL DISTRICT  
200 CAMP BOWEN BLVD, FORT WORTH, TX 76106

**REPORT ONLY AGENDA ITEM**  
**BOARD MEETING**  
**December 9, 2025**

**TOPIC:      **BOARD COMMITTEE REPORT****

**BACKGROUND:**

Fort Worth ISD’s (FWISD) Trustees serve on seven (7) committees.

|  |                            |
|--|----------------------------|
|  | <u>Policy</u>              |
| <u>Finance</u>                         |                            |
|  | <u>Facilities</u>          |
| <u>Legislative</u>                     | Dr. Michael Ryan*          |
|  | Wallace Bridges            |
| <u>After-School Coordinating Board</u> | Tobi Jackson               |
|  | Kevin Lynch                |
| <u>Board Audit</u>                     |                            |
|  | <u>Safety and Security</u> |

The superintendent and key personnel with specific expertise in each area provide logistical and technical assistance to the respective Board committees.

This report serves the purpose of providing additional transparency on Board committees. The legislative and safety and security committees recently met.

**STRATEGIC PRIORITIES:**

- 1 - Student Academic Excellence
- 2 – Student and Family Engagement
- 3 – Employee Effectiveness and Retention
- 4 – Operational Alignment and Efficiency

**Board Facility Committee:**

The Facility Committee met at 2:00 p.m. on November 5, 2025. In attendance were Trustees Dr. Michael Ryan (Chair), Tobi Jackson, and Kevin Lynch. Also, present were Superintendent Dr. Karen Molinar, Kellie Spencer, Mike Naughton, and Vanessa Chavarria.

**Key Highlights:**

Representatives from Procedeo provided an update on construction projects included in the scope of the 2021 Bond Program. Additional discussions centered on the upcoming facility master plan campus consolidations, boundary changes, and transition planning. The committee also heard property updates including recent appraisals related to possible sales and acquisitions of various parcels.

**INFORMATION SOURCES:**

Kellie Spencer, Deputy Superintendent of Operations

# Superintendent's Report

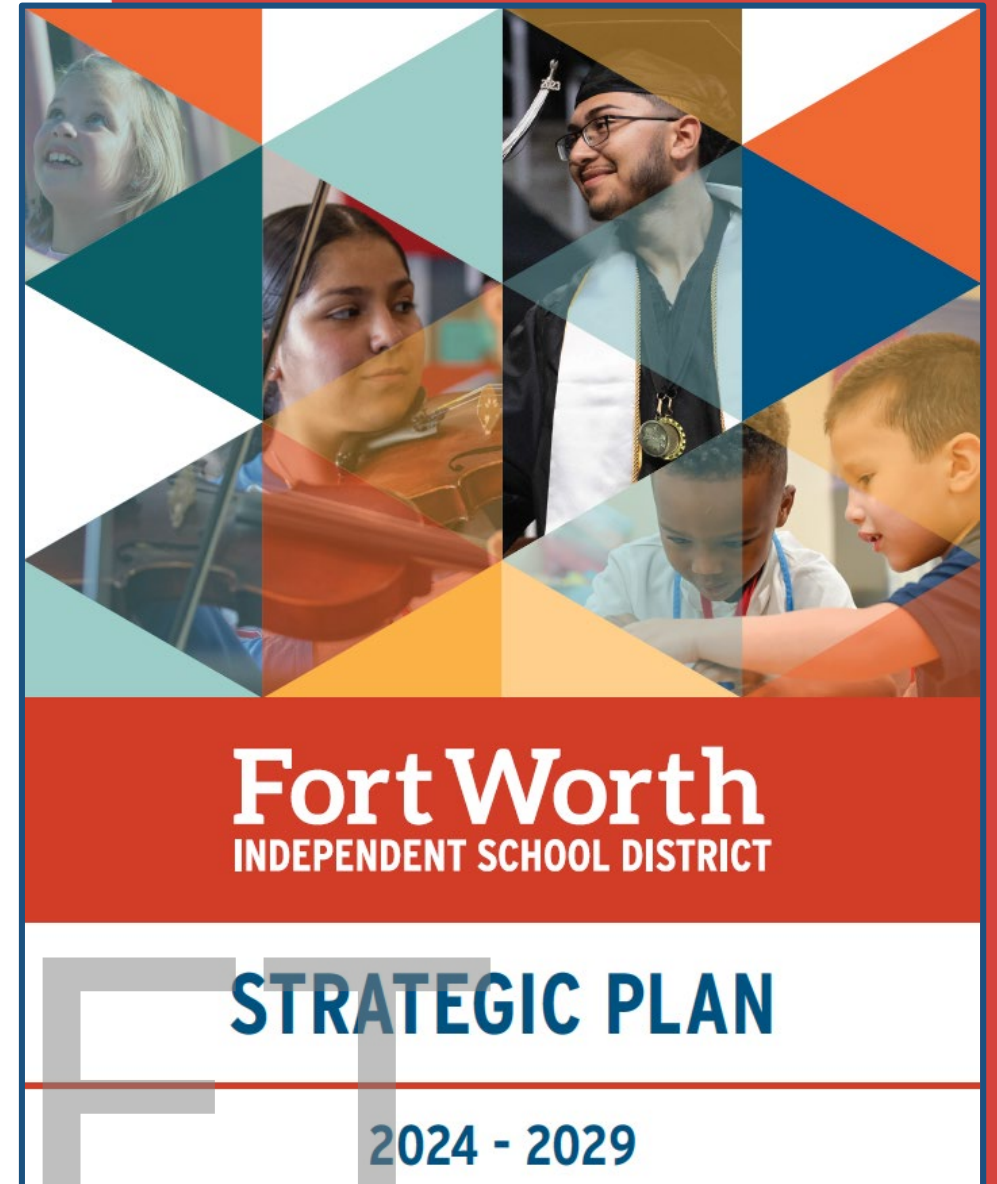
## Strategic Priority Update

Dr. Karen C. Molinar, Superintendent  
Tuesday, December 9, 2025



# Fort Worth ISD Strategic Plan

Strategic Plan goals have been updated to align with the Lone Star Governance goals that were adopted by the Board.



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| Strategic Plan<br>Student Academic Excellence Goals   | 2025                   | Targets  |         |         |         |      | Lone Star Governance (LSG)<br>Goal Alignment                                    |
|---|------------------------|----------|---------|---------|---------|------|---|
|   | Actual                 | 2026     | 2027    | 2028    | 2029    | 2030 |   |
| 1.1 Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for English Language Arts and Reading (ELAR) on the annual state performance measurement.                               | 38%                    | 41%      | 44%     | 47%     | 50%     | 53%  | <b>LSG Goal 1:</b> Same goal updated targets.                                   |
| 1.2 Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for Math on the annual state performance measurement.   | 35%                    | 37%      | 39%     | 43%     | 46%     | 50%  | <b>LSG Goal 2:</b> Same goal updated targets.                                   |
| 1.3 Increase the percentage of grade 6-8 students reaching the "Meets Grade Level" standard for ELAR on the annual state performance measurement.   | 39%                    | 36%      | 40%     | 45%     | 50%     |      | Not an LSG Goal.  |
| 1.4 Increase the percentage of grade 6-8 students reaching the "Meets Grade Level" standard for Math on the annual state performance measurement.   | 30%                    | 25%      | 33%     | 43%     | 50%     |      | Not an LSG Goal.  |
| 1.5 Increase the percentage of students reaching the "Meets Grade Level" or above standard for Algebra I EOC, English I EOC, and Biology EOC by the end of 9th grade on the annual state performance measurement. | 40%                    | 42%      | 44%     | 46%     | 48%     | 50%  | <b>LSG Goal 4:</b> Revised goal to focus on English I only and updated targets. |
| 1.6 Increase the percent of graduates earning a College, Career, and Military (CCMR) indicator. Increase the percentage of graduates that meet the criteria for CCMR Outcomes Bonuses.                            | 19%<br>(Class of 2023) | 24%      | 28%     | 33%     | 40%     | 47%  | <b>LSG Goal 3:</b> Revised goal and targets.                                    |
| 1.7 Reduce disproportionality (inequality) in identification of African American (AA) students in discipline reports to be representative of FWISD population.  | 16 point<br>difference | 12 point | 9 point | 6 point | 3 point |      | Not an LSG Goal.  |
| Reduce the number of schools that are rated D or F.   | 9% (11)                | 8%       | 7%      | 5%      | 3%      | 0%   | <b>LSG Goal 5:</b> Revised goal and targets.                                    |

# Priority 1 Goals

## Student Academic Excellence

**Goal 1.1:** The percent of 3rd grade students that score meets grade level or above on STAAR English Language Arts and Reading (ELAR) will increase from 38% to 53% by 2030.

| Annual Targets |      |      |      |      |
|----------------|------|------|------|------|
| 2026           | 2027 | 2028 | 2029 | 2030 |
| 41%            | 44%  | 47%  | 50%  | 53%  |

| Goal Progress Measures   |   |  |
|--|---|--|
| Six-Week Tests   | MAP Growth Grades K-3   | Benchmark  |
| 3rd grade students that score meets grade level or above on ELAR six weeks assessments | K-3rd grade students that meet or exceed grade level norms on MAP Reading EOY assessments | 3rd grade students that score meets grade level or above on ELAR benchmark assessments |

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# Priority 1 Goals

## Student Academic Excellence

**Goal 1.2:** The percent of 3rd grade students that score meets grade level or above on STAAR Math will increase from 35% to 50% by 2030.

| Annual Targets |      |      |      |      |
|----------------|------|------|------|------|
| 2026           | 2027 | 2028 | 2029 | 2030 |
| 37%            | 39%  | 43%  | 46%  | 50%  |

| Goal Progress Measures   |  |  |
|--|--|--|
| Six-Week Tests   | MAP Growth Grades K-3  | Benchmark  |
| 3rd grade students that score meets grade level or above on Math six weeks assessments | K-3rd grade students that meet or exceed grade level norms on MAP Math EOY assessments | 3rd grade students that score meets grade level or above on Math benchmark assessments |

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# Priority 1 Goals

## Student Academic Excellence

**Goal 1.3:** The percentage of graduates that meet the criteria for CCMR Outcomes Bonuses will increase from 19% to 47% by 2030.

| Annual Targets |      |      |      |      |
|----------------|------|------|------|------|
| 2026           | 2027 | 2028 | 2029 | 2030 |
| 24%            | 28%  | 33%  | 40%  | 47%  |

| Goal Progress Measures   |   |   |
|--|---|---|
| Texas Success Initiative Assessment (TSIA)   | Industry Based Certification (IBC)  | College Applications  |
| 10th through 12th grade students scoring at or above the college ready standard on TSIA2 by assessment | 10th through 12th grade students on track to complete a Program of Study and earn an associated IBC | 12th grade students completing 3 or more college applications |

# Priority 1 Goals

## Student Academic Excellence

**Goal 1.4:** By the end of 9 grade, the percent of students that score meets grade level or above on STAAR English I EOC will increase from 40% to 50%.

| Annual Targets |      |      |      |      |
|----------------|------|------|------|------|
| 2026           | 2027 | 2028 | 2029 | 2030 |
| 42%            | 44%  | 46%  | 48%  | 50%  |

| Goal Progress Measures   |  |   |
|--|--|---|
| Six Week Tests   | Benchmark  | Extended Constructed Responses  |
| 9th grade students that score meets grade level or above on ELAR six weeks assessments | 9th grade students that score meets grade level or above on ELAR benchmark assessments | 6th through 9th grade students that score '0' on extended constructed responses (ECR) on their relevant grade level assessment (decrease) |

# Priority 1 Goals

## Student Academic Excellence

**Goal 1.5:** The percentage/ number of F-rated campuses will decrease from 9% (11) to 0% by 2030.

| Annual Targets |      |      |      |      |
|----------------|------|------|------|------|
| 2026           | 2027 | 2028 | 2029 | 2030 |
| 8%             | 7%   | 5%   | 3%   | 0%   |

| Goal Progress Measures  |   |   |
|---|---|---|
| Multi-Year Unacceptable   | D-rated Campuses  | F-rated Campuses  |
| students that score meets grade level or above on benchmark assessments for all subjects and grades combined at <u>multi-year unacceptable</u> campuses | students that score meets grade level or above on benchmark assessments for all subjects and grades combined at <u>D-rated</u> campuses | students that score meets grade level or above on benchmark assessments for all subjects and grades combined at <u>F-rated</u> campuses |

# Strategic Plan Fall Baselines



## 1 Student Academic Excellence

| Strategic Priority and Lone Star Governance Goals  | Baseline               | 2026 Target            |
|--|------------------------|------------------------|
| 1.1 Increase the percentage of grade 3 students reaching the "Meets Grade Level" or above standard for English Language Arts and Reading (ELAR) on the annual state performance measurement. | 38%                    | 41%                    |
| 1.2 Increase the percentage of grade 3 students reaching the "Meets Grade Level" or above standard for Math on the annual state performance measurement.                                     | 35%                    | 37%                    |
| 1.3 Increase the percentage of graduates that meet the criteria for CCMR Outcomes Bonuses.   | 19%<br>(Class of 2023) | 24%<br>(Class of 2024) |
| 1.4 Increase the percentage of students reaching the "Meets Grade Level" or above standard for English I EOC by the end of 9th grade on the annual state performance measurement.            | 40%                    | 42%                    |
| 1.5 Reduce the number of schools that are rated F.   | 9%<br>(11 schools)     | 8%                     |

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# Strategic Plan Fall Baselines



## 2 Student & Family Engagement

| Strategic Priority 2 Goals  | Data Source  | Baseline             |
|---|--|----------------------|
| 2.1 Increase student participation rates for Athletics, <u>Fine Arts</u> and JROTC programs.                    | Student Information System<br>Course Enrollment <u>Fine Arts</u>                             | 53,746<br>students   |
| 2.2 Increase student participation rates for after school and community partnership programs.                   | Fort Worth After School<br>As of October 30, 2025  | 3,048<br>students    |
| 2.3 Reduce the percent of students who are chronically absent (absent more that 10% of the school year).        | Student Information System   | 17.08%<br>October 31 |
| 2.4 Increase Parent Portal usage.   | Student Information System<br>Count of active students having enabled parent portal accounts | 50,000<br>students   |
| 2.5 Increase the percentage schools with PTA / PTO organizations to improve family engagement with our schools. | Parent Partnerships  | 91<br>PTA / PTO      |
| 2.6 Improve parent perceptions based on school improvement survey.  | District Survey<br>Launch December 2025  | Coming Soon          |

DRAFT

# Strategic Plan Fall Baselines



## 3 Employee Effectiveness and Retention

| Strategic Priority 3 Goals   | Data Source   | Baseline                  |
|--|---|---------------------------|
| 3.1 Increase the Retention Rate for Teaching Staff.  | <b>Talent Management</b><br>Annual Resignation/ Retirement Data for Teachers (087)  | 10.35%<br>Separation Rate |
| 3.2 Reduce the turnover rate for auxiliary staff (support staff).  | <b>Talent Management</b><br>Annual Resignation/ Retirement Data for Auxiliary Staff | 12%<br>Separation Rate    |
| 3.3 Increase the percentage of employees who report job satisfaction and a strong culture on staff perception surveys.   | <b>District Survey</b><br>Launch December 2025                                      | Coming Soon               |
| 3.4 Increase the percentage of employees who would recommend FWISD to colleagues or friends on staff perception surveys. | <b>Employee Exit Survey</b><br>Recommended / Strongly Recommended                   | 46 %<br>Aug 1 – Oct 31    |

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# Strategic Plan Fall Baselines

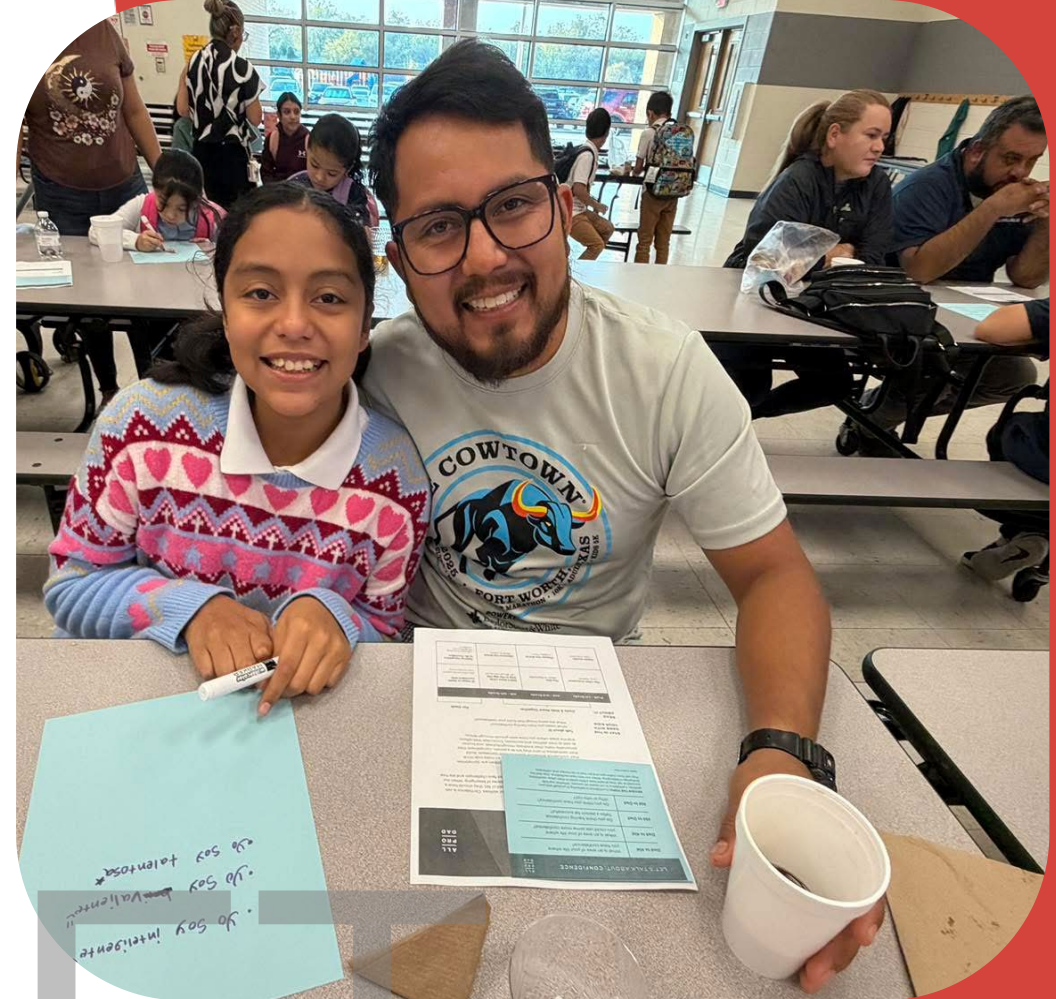


## 4 Operational Alignment and Efficiency

| Strategic Priority 4 Goals   | Data Source   | Baseline  |
|--|---|---|
| <b>4.1</b> Increase the percentage of campus staff who report strong customer service from the District Service Center on organizational survey.     | <b>District Survey</b><br>Launch December 2025                      | Coming Soon   |
| <b>4.2</b> Increase on time bus transportation. (transportation management program implementation)   | <b>Transportation</b><br>System Implemented                         | On Track  |
| <b>4.3</b> Reduce response time for maintenance work order service request completion.   | <b>Operations</b><br>Average of Submit Days to Close                | 18.39<br>Days   |
| <b>4.4</b> Reduce response time for technology service request completion.   | <b>Technology Department</b><br>Average Resolution Time by Priority | Critical – 2 hrs.<br>High – 5.5 hrs.<br>Moderate – 19.5 hrs.<br>Low – 15.5 hrs. |
| <b>4.5</b> Adopt, implement and monitor the Facility Master Plan   | <b>Operations</b><br>Annual Update                                  | On Track  |
| <b>4.6</b> Maintain the fund balance at GFOA and TEA recommended levels or higher. (75 days) Fiscal Year End Date June 30 (end of every fiscal year) | <b>General Fund Balance</b><br>Days of Operational Expenditures     | 149 Days<br>Fiscal Year Ending 2024   |

# 2026-2027 District Calendars

Traditional  
Early College High School  
Intersessional  
Additional Days School Year (ADSY)



**1** **Student Academic Excellence**

**2** **Student & Family Engagement**

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- Student Days Increased to 175 Days for Districtwide Alignment with ADSY Requirements
- Fall (November 11) and Spring (February 15) Parent/Teacher Conference Days would be non-school days for all students on the Traditional, Intersession, and ADSY calendars.
- Fall Break holiday (October 9) has been added in addition to the October 12 holiday instead of a Teacher Flex Day. Teachers will not be required to complete training to earn the day off for Fall Break.
- An Election Day holiday (November 3) has been added due to the use of campuses as polling sites for the midterm elections.
- The Chavez Huerta holiday (March 29) was changed from a Staff Day to a holiday for both students and staff on the Traditional, Intersession, and ADSY calendars for 2026-2027.
- Summer School days for elementary and middle school have been designated on the 2026-2027 Traditional calendar to allow more time for families and staff to plan for summer learning.

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The full year calendar includes weekly ADSY days **integrated into the calendar**, rather than isolating them in summer or intersession.

Campuses will implement an adjusted daily schedule on “ADSY Wednesdays” that include the following components:

- increased student brain breaks
- enrichment activity opportunities
- increased teacher planning time

**Student Days = 200**  
**Staff Days = 212**

## Example of Strategic Scheduling

| Traditional Calendar Day                   | ADSY Calendar Day   |
|--|---|
| 30 minutes of recess                       | 30 minutes of recess                                      |
| 30 minutes of Leadership/Brain Breaks      |   |
| 45 minutes of specials                     | 90 minutes of project-based learning time                 |
| 290 minutes of academic instruction        | 210 minutes of accelerated math and reading learning time |
| 20 minutes of individualized learning time | 30 minutes of individualized learning time                |

Train-the-trainer rollout model, developing deep expertise at the central level and a campus-based cadre of teacher leaders who can internalize, model, and coach the Academic Writing Program across Grades 3–English II

## Systemwide Professional Learning

- Central Office Literacy Team: **November**
- Campus Leadership (Principals and Assistant Principals): **October**
- Reading Demonstration Teachers: **November**
- ELAR Teacher Leaders (Grades 3–English II)  
Two teachers/teacher leaders per campus
  - Elementary: Nov 20, Dec 1, Dec 9
  - Secondary: Nov 19, Dec 11, Dec 15

## Non-Negotiable

Academic Writing instructional lessons were integrated into the Instructional Planning Calendar (IPC) and rolled out Districtwide starting **December 8**



- Standards-Based Grading Pilot was launch last fall with a steering committee meeting that brought together multiple departments to align on a shared vision. Teacher training began in May 2025 with professional development sessions that continued throughout the summer.
- Pilot Campuses: Luella Merritt, Alice Contreras and CC Moss
- Teachers began implementation of proficiency scales for standards-based grading this fall with ongoing monitoring and support from Curriculum and Instruction.
- The report card focuses on mastery across core subjects – reading and math. Performance is rated on a 1 to 4 scale, providing a clear and consistent measure of student progress toward mastery of grade-level standards.
- Pilot will expand to ADSY campuses next school year.

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# ACE Reminders Timeline & Next Steps



|           |   |
|-----------|---|
| Nov       | ACE Principal Positions Posted on FWISD.org         |
| Nov – Dec | Informational Meetings for Staff                    |
| Dec - Jan | 2026-2027 Academic Calendars Presented to the Board |
| Jan       | Compensation Plan Presented to the Board            |
| Jan       | Selected ACE Principals Announced                   |
| Jan       | ACE Teaching Positions Posted                       |
| Feb       | Red Carpet Recruiting Event                         |
| March     | Parent and Community Meetings                       |

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# What Parents Need to Know

## GRADUATION DATES ARE POSTED

Las fechas de graduación están publicadas.

<https://www.fwisd.org/students/graduation>



Student  
& Family  
Engagement

## Avoid Winter Break Slide with i-Ready

Students can log-in from home!

Visit the i-Ready Family Center to Learn More

<https://i-readycentral.com/familycenter/>



**2** Student  
& Family  
Engagement

# Fort Worth

## INDEPENDENT SCHOOL DISTRICT

### MISSION

*Preparing ALL students for success  
in college, career, and community leadership.*

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**SPECIAL MEETING MINUTES  
FORT WORTH ISD BOARD OF EDUCATION**

The Board of Education of the Fort Worth Independent School District held a Special meeting on November 4, 2025.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

**MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

Notice is hereby given on November 4, 2025, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public-school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open

**FORT WORTH ISD | Meeting Minutes**

hearing. Sec. 551.082

- 7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on October 29, 2025, at 4:30 p.m.

/s/ Patti Ramón  
Executive Assistant  
Board of Education

**RETURN OF THE MEETING NOVEMBER 4, 2025**

I, Patti Ramón of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 29, 2025, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on October 29, 2025.

/s/ Patti Ramón  
Executive Assistant  
Board of Education

The following Board Members were present:

- Roxanne Martinez, School Board President, District 9 \*\*\*Video Conference\*\*\*
- Tobi Jackson, First Vice President, District 2
- Dr. Michael Ryan, Second Vice President, District 7
- Anael Luebanos, School Board Secretary, District 8
- Dr. Camille Rodriguez, Trustee, District 1
- Quinton Phillips, Trustee, District 3 \*\*\*Arrived at 5:45 p.m.\*\*\*
- Wallace Bridges, Trustee, District 4
- Kevin Lynch, Trustee, District 5 \*\*\*Arrived at 5:50 p.m.\*\*\*
- Anne Darr, Trustee, District 6

The following administrators were present:

- Dr. Karen C. Molinar, Superintendent
- Dr. Lisa Inzar, Special Assistant to the Superintendent
- Cynthia Rincon, Board Counsel
- Sid Pounds, Assistant General Counsel

**1. 5:30 PM – CALL REGULAR MEETING TO ORDER – BOARD ROOM**

School Board 1<sup>st</sup> Vice President, Tobi Jackson, called the meeting to order at 5:32 p.m.

**2. PUBLIC COMMENT**

Public Speakers:

Sayeda Syed  
Robert Rogers  
Steven Poole  
Don Klick  
Daniel Bennett

The Board moved to closed session at 5:48 p.m.

**3. EXECUTIVE SESSION**

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

A. Seek the Advice of Attorneys (Texas Government Code §551.071)

1. TEA Commissioner's Letter dated October 23, 2025 Regarding Appointment of Board of Managers and Conservator Due to Campus Performance Ratings and Possible Actions

2. Superintendent's Evaluation/Contract

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Superintendent's Evaluation/Contract

C. Meeting was reconvened in open session at 8:52 p.m.

4. ACTION

- A. Consider Possible Action Related to TEA Commissioner's Letter dated October 23, 2025 Regarding Appointment of Board of Managers and Conservator Due to Campus Performance Ratings

The Board did not take action at this time.

- B. Consider and Take Possible Action on Superintendent's Evaluation/Contract

Trustee Quinton Phillips moved to adopt the Superintendent's Evaluation instrument and to approve the Superintendent's Evaluation as discussed in closed session.

Trustee Anael Luebanos seconded the motion.

The motion was unanimously approved.

**Yes:** Roxanne Martinez, School Board President, District 9, Tobi Jackson, First Vice President, District 2, Dr. Michael Ryan, Second Vice President, District 7, Anael Luebanos, School Board Secretary, District 8, Dr. Camille Rodriguez, Trustee, District 1, Quinton Phillips, Trustee, District 3, Wallace Bridges, Trustee, District 4, Kevin Lynch, Trustee, District 5, and Anne Darr, Trustee, District 6.

- C. Approve Resolution Authorizing the Fort Worth Independent School District Board of Trustees' Allocated Votes for Appointment on the Tarrant Appraisal District Board of Directors

Trustee Anne Darr, I move to approve the Resolution and that candidates Wendy Burgess and Eric Crile each receive 108 votes of Fort Worth ISD's allocated votes for the Tarrant County Appraisal District Board Election.

Trustee Anael Luebanos seconded the motion.

**Yes:** Roxanne Martinez, School Board President, District 9, Tobi Jackson, First Vice President, District 2, Anael Luebanos, School Board Secretary, District 8, Dr. Camille Rodriguez, Trustee, District 1, Quinton Phillips, Trustee, District 3, Wallace Bridges, Trustee, District 4, and Anne Darr, Trustee, District 6.

**No:** Dr. Michael Ryan, Second Vice President, District 7 and Kevin Lynch, Trustee, District 5.

1st Vice President, Tobi Jackson, made a comment.

**5. ADJOURN**

The meeting was adjourned at 8:55 p.m.

/s/ Patti Ramón  
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>.

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Anael Luebanos  
School Board Secretary  
Fort Worth Independent School District



REGULAR MEETING MINUTES  
FORT WORTH ISD BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular Meeting on Tuesday, November 18, 2025.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on Tuesday, November 18, 2025, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 PM at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on November 12, 2025, at 3:30 p.m.

/s/ Patti Ramón  
Executive Assistant  
Board of Education

## RETURN OF THE MEETING NOVEMBER 18, 2025

I, Patti Ramón of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 12, 2025 at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on November 12, 2025.

/s/ Patti Ramón  
Executive Assistant  
Board of Education

The following Board Members were present:

Roxanne Martinez, School Board President, District 9  
Tobi Jackson, First Vice President, District 2 \*\*Via Video Conference  
Dr. Michael Ryan, Second Vice President, District 7 Anael  
Luebanos, School Board Secretary, District 8  
Dr. Camille Rodriguez, Trustee, District 1  
Quinton Phillips, Trustee, District 3  
Wallace Bridges, Trustee, District 4 Kevin  
Lynch, Trustee, District 5  
Anne Darr, Trustee, District 6

The following administrators were present:

Dr. Karen C. Molinar, Superintendent  
Dr. Lisa Inzar, Special Assistant to the Superintendent  
Mohammed Choudhury, Deputy Superintendent - Curriculum and Instruction  
Dr. Priscila Dilley, Chief of Schools  
Kellie Spencer, Deputy Superintendent Operations  
Woodrow Bailey, Chief Talent Officer  
Tierney Tinnin, Chief of Communications  
Sid Pounds, Assistant General Counsel

- 1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM**  
School Board President, Roxanne Martinez, called at 5:33 p.m.

**2. PLEDGES, VISION, AND MISSION**

*Led by O.D. Wyatt HS - JROTC Cadets*

**3. RECOGNITIONS**

Tierney Tinnin, Chief of Communications and Community Partnerships, led the recognitions.

A. Recognition of Student Greeters

B. Native American Heritage Month

**4. PUBLIC COMMENT**

Public Speakers:

Josh Irwin

Bob Willoughby

Cheryl Fortner

Amanda Inay

Kelly Moreno

Ashley Tolliver

Brian Tolliver

**5. CALL TO ORDER PUBLIC HEARING ON CAMPUS TARGETED IMPROVEMENT PLANS**

School Board President, Roxanne Martinez opened the public hearing.

There were no questions or comments from the board.

**6. PUBLIC COMMENT ON CAMPUS TARGETED IMPROVEMENT PLANS**

No public speakers

**7. CLOSE PUBLIC HEARING ON CAMPUS TARGETED IMPROVEMENT PLANS**

School Board President, Roxanne Martinez, closed the public hearing.

**8. SUPERINTENDENT REPORT**

Superintendent, Dr. Karen Molinar, presented the *Superintendent Report*.

Trustees Anne Darr, Kevin Lynch, Dr. Camille Rodriguez and Roxanne Martinez asked questions.

**9. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS**

Superintendent, Dr. Karen Molinar made a comment.

Trustee Anne Darr made a comment.

Meeting recessed and reconvened in closed session at 7:27 p.m.

**10. EXECUTIVE SESSION**

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
  - 1. TEA Commissioner's Letter dated November 6, 2025 Regarding Appointment of Board of Managers and Conservator Due to Campus Performance Ratings and Possible Actions
  - 2. Superintendent's Evaluation/Contract
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
  - 1. Superintendent's Evaluation/Contract
- C. Security Implementation (Texas Government Code §551.076)

1. Intruder Audit Findings and Corrective Action

D. Real Property (Texas Government Code §551.072)

1. Meeting was reconvened in open session at 8:56 P.M.

**11. CONSENT AGENDA ITEMS**

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

*Moved by:* Quinton Phillips

*Seconded by:* Anne Darr

**Yes** Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

**Carried 8-0**

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

Due to technical difficulties Trustee Tobi Jackson did not vote.

**Lone Star Governance, Board of Education**

- A. Approve Lone Star Governance Goals and Superintendent Constraints

[LSG Goals-Superintendent Constraints.docx](#) 

[LSG-Goals-Constraints\\_2025\\_DRAFT.pdf](#) 

**Dr. Karen Molinar, Superintendent**

- B. Approve Board of Education Minutes

[Meeting Minutes October 14 2025.docx](#) 

[Meeting Minutes October 21 2025.docx](#) 

[Regular Meeting Minutes October 28, 2025.docx](#) 

**Legal and District Records Management, Sidney Pounds,  
Assistant General Counsel**

- C. Approval of the Outside Employment for District Administrators - H.B. 3372

[Outside Employment Approval Nov 2025.docx](#) 

- D. Approve First Reading for Revisions to Board Policy DCD(LOCAL)

[Consent Item - DCD \(LOCAL\).docx](#)  [DCD\(LOCAL\) -](#)

[Redlined.pdf](#) 

- E. Approve First Reading - TASB Policy Update 126  
(Policies include: CJ(LOCAL), CJA(LOCAL), CLE(LOCAL), CQB(LOCAL), CQD(LOCAL), CSA(LOCAL), DBD(LOCAL), DEC(LOCAL), DFBB(LOCAL), DGBA(LOCAL), DH(LOCAL), EEP(LOCAL), EFA(LOCAL), EHBAF(LOCAL), EIA(LOCAL), FA(LOCAL), FEF(LOCAL), FFB(LOCAL), FFF(LOCAL), FFG(LOCAL), FNG(LOCAL), FO(LOCAL), GF(LOCAL), GKA(LOCAL))

CJ(LOCAL): Contracted Services

CJA(LOCAL): Contracted Services - Background Checks and Required Reporting

CLE(LOCAL): Buildings, Grounds, and Equipment Management - Required Displays




CQB(LOCAL): Technology Resources - Cybersecurity

CQD(LOCAL): Technology Resources - Artificial Intelligence

CSA(LOCAL): Facility Standards - Safety and Security

DBD(LOCAL): Employment Requirements and Restrictions - Conflict of Interest

DEC(LOCAL): Compensation and Benefits - Leaves and Absences  
DFBB(LOCAL): Term Contracts - Nonrenewal  
DGBA(LOCAL): Personnel - Management Relations - Employee Complaints/Grievances  
DH(LOCAL): Employee Standards of Conduct  
EEP(LOCAL): Instructional Arrangements - Lesson Plans  
EFA(LOCAL): Instructional Resources - Instructional Materials  
EHBAF(LOCAL): Special Education - Video/Audio Monitoring  
EIA(LOCAL): Academic Achievement - Grading/Progress Reports to Parents  
FA(LOCAL): Parent Rights and Responsibilities  
FEF(LOCAL): Attendance - Released Time  
FFB(LOCAL): Student Welfare - Crisis Intervention  
FFF(LOCAL): Student Welfare - Student Safety  
FFG(LOCAL): Student Welfare - Child Abuse and Neglect  
FNG(LOCAL): Student Rights and Responsibilities - Student and Parent Complaints/Grievances  
FO(LOCAL): Student Discipline  
GF(LOCAL): Public Complaints  
GKA(LOCAL): Community Relations - Conduct on School Premises

[Consent Item - TASB Update 126.docx](#)  [TASB Update 126 Summary.pdf](#)  [TASB 126 - Redlined Policies.pdf](#) 

**Business and Finance, Kellie Spencer, Deputy Superintendent**

- F. Approve the Quarterly Investment Report for the Period July 1, 2025 - September 30, 2025

[Quarterly Investment Report 7-1-25 - 9-30-25.docx](#) 

[Quarterly Investment Report.pdf](#) 

- G. Annual Comprehensive Financial Report For The Year Ended June 30, 2025


[Agenda Item Comprehensive Financial Report.docx](#) 

- H. Approve Budget Amendment For Period Ending October 31, 2025

[Consent - Budget Amendment 10.31.25.docx](#) 

[Budget Amendment October 31, 2025 Final.pdf](#) 

[Budget Amendment History October 31 2025 Final.pdf](#) 

[Budget Amendment October 31, 2025 Explanations Final.pdf](#) 

**Learning and Leading Division, Mohammed Choudhury,  
Deputy Superintendent of Curriculum and Instruction**

- I. Approve Memorandum of Understanding Between the University of Texas at Arlington and Fort Worth Independent School District to Have Interns Complete Internship Hours with the H.E.L.P. Program

[UTA MOU - Board Agenda.docx](#)  [UTA](#)

[MOU\\_Interns\\_HELP.pdf](#) 

- J. Approve P-TECH Model Memorandum of Understanding between Fort Worth Independent School District and the City of Fort Worth

[City of Fort Worth - Water.docx](#) 

[City of Fort Worth P-TECH Water MOU.pdf](#) 

**Talent Management, Woodrow Bailey III, Chief Talent Officer**

- K. Approve Payment of Teacher Incentive Allotment Designation Fee

[TIA Designation Fee with TEA.docx](#) 

[2025 TIA Fees Payment Guide.pdf](#) 

**Operations, Kellie Spencer, Deputy Superintendent**

***Capital Improvement Program, Carl Alfred, Senior Officer***

- L. Approve Authorization to Enter into a Contract for JOC Hazmat Abatement Services for Forest Oak Middle School in Conjunction with the 2021 Capital Improvement Program

[Forest Oak MS Abatement.docx](#) 

- M. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-construction Services for Elementary School #3 Replacement at Worth Heights Site Project in Conjunction with the 2021 Capital Improvement Program

[CMAR Pre-Construction Services Worth Heights.docx](#) 

***Maintenance and Operations, David Guerra, Executive Director***

- N. Approve Elevator Modernizations at Daggett Elementary School, William James Middle School, Meadowbrook Elementary School, and Young Men’s Leadership Academy

[Elevator Modernizations.docx](#) 

[Elevator Modernizations Proposal.pdf](#) 

***Technology, Dr. Eric Upchurch, Chief Technology Officer***

- O. Approve Purchase of Contract Endpoint Security and Incident Detection and Response Services

[Security, Incident and Response Services.docx](#)  [Q-](#)

[18671.pdf](#) 

**12. ACTION AGENDA ITEMS**

- A. Item(s) Removed from Consent Agenda  
No items were removed.

- B. Consider Possible Action Related to TEA Commissioner's Letter dated November 6, 2025 Regarding Appointment of Board of Managers and Conservator Due to Campus Performance Ratings

*Moved by:* Dr. Michael Ryan  
*Seconded by:* Anael Luebanos

|            |   |
|------------|---|
| <b>Yes</b> | Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Quinton Phillips, Roxanne Martinez, and Wallace Bridges |
| <b>No</b>  | Kevin Lynch   |

**Carried 7-1**

Trustee Dr. Michael Ryan, moved to authorize board counsel to file a petition for review and request for referral to the state office of administrative hearings regarding the commissioners decision to appoint a conservator and board of managers for Fort Worth ISD.

Due to technical difficulties Trustee Tobi Jackson did not vote.

- C. Consider Possible Action on Superintendent's Evaluation/Contract  
Agenda Item C was pulled.

**Lone Star Governance, Board of Education**

- D. Approve Board Operating Procedures First Reading  
No action was taken

***Legal and District Records Management, Sidney Pounds, Assistant General Counsel***

- E. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code  
No action taken.

- F. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code  
No action taken.
- G. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code  
No action taken.
- H. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code  
No action taken.

**Transformation, Innovation and Accountability, Nancy Sticksel, Associate Superintendent**

- I. Approve the 2025-2026 Targeted Improvement Plans and Turnaround Plans  
[2025-2026 Targeted Improvement Plans.docx](#) 

*Moved by:* Anne Darr  
*Seconded by:* Quinton Phillips




**Yes** Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

**Carried 8-0**

Due to technical difficulties Trustee Tobi Jackson did not vote.

**Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction**

- J. Approve the Ratification of a Purchase of Additional Math Instructional Materials and Teacher Edition Materials

[Ratification Purchase of Math Materials.docx](#)  [Quote 00501474.pdf](#)   
[Quote 00500232.pdf](#) 

*Moved by:* Tobi Jackson  
*Seconded by:* Dr. Michael Ryan

**Yes**           Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

**Carried 9-0**

**Operations, Kellie Spencer, Deputy Superintendent**

***Capital Improvement Program, Carl Alfred, Senior Officer***

- K.     Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Meadowbrook Middle School in Conjunction with the 2021 Capital Improvement Program

[AE - Meadowbrook MS.docx](#) 

*Moved by:* Tobi Jackson  
*Seconded by:* Quinton Phillips

**Yes**           Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

**Carried 9-0**

- L.     Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Jean McClung Middle School in Conjunction with the 2021 Capital Improvement Program

[AE - Jean McClung MS.docx](#) 

*Moved by:* Dr. Michael Ryan

*Seconded by:* Quinton Phillips

**Yes**           Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

**Carried 9-0**

- M.    Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Daggett Montessori School in Conjunction with the 2021 Capital Improvement Program

[AE - Daggett Montessori.docx](#) 

*Moved by:* Dr. Michael Ryan



*Seconded by:* Quinton Phillips

**Yes**           Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

**Carried 9-0**

***Transportation, Nathan Graf, Executive Director***

- N.    Approve Continuation of Fuel Supply and Storage Management Services Agreement

[Corpay 25-26.docx](#)  [Scope of Work - Fleetcor-Corpay 25-26.pdf](#) 

*Moved by:* Anael Luebanos

*Seconded by:* Quinton Phillips

**Yes**

Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

**Carried 9-0**

**13. ADJOURN**

The meeting was adjourned at 9:09 p.m.

/s/ Patti Ramón  
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
CONSENT AGENDA ITEM  
BOARD MEETING  
December 9, 2025**

**TOPIC: FIRST READING - REVISIONS TO BOARD POLICY CFC (LOCAL)**

**EXECUTIVE SUMMARY:**

Board Policy CFC (LOCAL) addresses policy provisions related to District audits. The recommended revisions to the local policy are necessary to ensure the policy reflects updates to the Internal Audit Standards that went into effect in 2025. The District also recommends other minor changes to the policy language to reflect current District practices.

**RECOMMENDATION:**

Approve Revisions to Board Policies CFC (LOCAL) – First Reading

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Districtwide

**INFORMATION SOURCE:**

Sid Pounds, Asst. General Counsel

EXTERNAL AUDIT  
SELECTION OF  
AUDIT FIRM

The District shall contract with a certified public accounting firm that has sufficient resources and capabilities to audit the financial statements of the District. The audit will be comprehensive, and performed on an annual basis, in accordance with generally accepted accounting principles, consistently applied. The audit firm will be engaged to perform sufficient tests to obtain reasonable assurance that the information contained in the District's accounting records is reliable and sufficient as the basis for the presentation of the District's financial statements.

The audit firm shall comply with the auditing standards of the American Institute of Certified Public Accountants and the standards of the Financial Accounting Standards Board. The accounting firm shall provide an opinion of the District's financial statements that shall satisfy the requirements of the Moody Investors, Inc., Standard and Poor's, Inc., and TEA.

Proposals for audit services shall be solicited not less than every fifth year unless waived by the Board.

RESTRICTIONS

The accounting firm under contract for the District's audit needs may not be simultaneously engaged to perform other technical or administrative services unrelated to the audit functions. An audit firm engaged to perform a major control system revision or development project for the District may not be contracted as the District's audit firm prior to an 18-month period between the implementation of the revised or new system, and the beginning of the audit engagement of the same firm.

PROCEDURES

The following procedures shall be followed in the selection of an audit firm:

1. The criteria to be used in selecting an audit firm shall be discussed with the Board audit committee.
  - a. A Request For Proposal (RFP) for an audit firm shall be drafted.
  - b. The Board audit committee shall review the RFP prior to mailing.
2. The executive director of budget and management, the controller, and the chief financial officer shall prepare a spreadsheet that will compare all of the responding firms according to criteria in the RFP.
3. These same staff persons will meet with the Board audit committee to narrow the list of firms to be considered for an interview. Staff will call for references and forward information to the Board audit committee members.

4. The Board audit committee will interview the top two or three firms, at their discretion. The staff will attend interview(s) but will not participate in the interview(s), being available only as a resource for committee members.
5. Proposals for the selection of an audit firm will be solicited every five years unless waived by the Board.

INTERNAL AUDIT  
PURPOSE

The District shall support an internal audit department ~~as an independent, objective assurance and consulting activity designated to add value and improve District operations.~~

~~The internal audit department's primary objective is to help the Board and management accomplish its objectives by bringing a systematic approach to evaluating and improving the effectiveness of risk management, control, and governance processes. To this end, internal audit will furnish the Board and management with analyses, recommendations, counsel, and information concerning activities reviewed.~~

And The internal audit department's purpose which is to strengthen the District's ability to create, protect, and sustain value by providing the Board and management with independent, risk-based, and objective assurance, advice, insight, and foresight.

Internal auditing enhances the organization's:

- Successful achievement of its objectives
- Governance, risk management, and control processes
- Decision-making and oversight
- Reputation and credibility with its stakeholders
- Ability to serve the public interest

AUTHORITY

Internal auditing is a staff function with no authority over the personnel and activities being audited. Its independence from operating responsibility promotes objectivity. As an independent appraisal function, the internal audit department shall examine and evaluate any activity of the District. To conduct audits, the audit staff is authorized access to all District activities, records (paper or electronic), property, and personnel.

RESPONSIBILITY

The internal audit department shall function under policies established by the Board. The chief internal auditor shall report functionally to the Board audit committee and administratively to the Superintendent ~~and chief financial officer of business/financial services.~~ Individual Board members may contact the chief internal auditor

~~director~~ with suggestions of audit focus areas, but shall have no individual authority to direct such audits. Audit selection shall be based on the chief internal auditor's professional judgment augmented by the direction of the Board audit committee acting as a whole.

Report "functionally" means, but is not limited to, the Board operating through its audit committee in:

1. Approving internal audit plans.
2. Establishing resource requirements for the internal audit department.
3. Communicating with the chief internal auditor concerning internal audit activities.
4. Evaluating the chief internal auditor's performance and setting the annual salary adjustment of the ~~director~~ chief internal auditor and department staff.
5. Making recommendations to the Board regarding the appointment or removal of the chief internal auditor.

Report "administratively" means the Superintendent ~~and chief financial officer~~ providing appropriate structure for the internal audit function within the organization that includes but is not limited to providing:

1. Budget, accounting, procurement, information technology support.
2. Human resource administration including support in hiring personnel and providing compensation.
3. Adequate working space, furniture, and equipment.
4. Administration of the District's policies and procedures, to include enforcement of time and attendance, travel, and purchasing requirements.

The Superintendent ~~and chief financial~~ officer may suggest but shall not dictate areas to be audited and shall work cooperatively with the chief internal auditor to ensure access and removal of impediments to audited areas.

Internal audits shall be planned and conducted in accordance with the *Standards for the Professional Practice of Internal Auditing* and *The Code of Ethics* promulgated by the Institute of Internal Auditors. This shall include:

1. Establishing risk-based plans to determine the priorities of the internal audit activity.
2. Communicating the internal audit plans and resource requirements to the Board audit committee for review and approval.
3. Responding to Board audit committee's special requests for audit and consulting services.
4. Communicating results and recommendations to appropriate individuals.
5. Maintaining a system to monitor the disposition of results and recommendations communicated to management.
6. Reporting periodically to the Board audit committee on accomplishments relative to the audit plan and special requests. Reporting shall include significant risk, control, and policy issues identified during audits.
7. Coordinating audit efforts with those of the District's certified public accountants.
8. Continuing professional development of the audit staff.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: SECOND READING – REVISIONS TO BOARD POLICY DCD (LOCAL) – EMPLOYMENT PRACTICES: AT-WILL EMPLOYMENT**

**EXECUTIVE SUMMARY:**

Board Policy DCD (LOCAL) addresses the District’s employment practices for at-will employment, including provisions related to the appeal process for termination of at-will employees. The District is recommending the board amend its DCD policy to align with the TASB Update 126 changes to employee grievance processes. The recommended changes would remove the three level grievance process designated specifically for at-will employee termination appeals. By eliminating this policy language, appeals related to termination of an at-will employee will be processed under board policy DGBA, which addresses all other employee grievances.

**RECOMMENDATION:**

Approve Revisions to Board Policy DCD(LOCAL) – EMPLOYMENT PRACTICES: AT-WILL EMPLOYMENT

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Districtwide

**INFORMATION SOURCE:**

Sid Pounds, Asst. General Counsel

|  |  |
|--|--|
| <b>At-Will Employment</b>                    | The District is committed to dealing with its employees fairly and ethically while maintaining efficiency and productivity. The District shall adhere to the common-law doctrine of at-will employment.  |
| <b>Benefits</b>                              | At-will employees shall be eligible to receive the benefits specified by Board policy and law.   |
| <b>Authority of Superintendent</b>           | <p>The Board delegates to the Superintendent or designee authority for the selection and employment of all personnel employed in positions below executive director or the equivalent. The Board also delegates to the Superintendent or designee the authority to assign, discipline, and terminate from employment all employees who serve on an at-will basis. [See DC and DK]</p> <p>The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time. [See DFE]</p>  |
| <b>Prior Review Required</b>                 | Circumstances warranting a suspension without pay, demotion, or termination of employment shall be discussed with, and the documentation reviewed by, the employee relations staff and the office of legal services, and shall be approved by the chief of human capital management or designee, prior to forwarding a recommendation and the implementation of the disciplinary action.   |
| <b>Performance Evaluation and Discipline</b> | <p>Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with Board policy. [See DN]</p> <p>Through a careful review process, the Superintendent intends to maintain objectivity, fairness, and consistency in the District's discipline processes.</p> <p>No prior disciplinary action shall be a prerequisite for another disciplinary action, including termination of employment.</p> <p>In the exercise of discipline, the District's values of honesty, ethical behavior, and mutual respect should guide both the content and presentation of the discipline.</p> <p>Poor job performance or job-related misconduct may result in disciplinary action up to and including termination of employment. Various types of disciplinary action may be taken in order to help an employee assume responsibility for correcting his or her poor job performance or inappropriate behavior. The alternatives available, from counseling to termination of employment, shall be dependent on the severity or recurring nature of the violation and/or the employee's problem behavior. Misconduct deemed sufficiently serious, including criminal and ethical misconduct, may result in an employee's immediate termination of employment.</p> |

**Progressive Discipline**

No prior disciplinary action shall be a prerequisite for another disciplinary action, including termination of employment.

Progressive discipline, when appropriate, shall be used as follows:

- Counseling: Meeting privately with an employee to discuss performance or behavior problems when they first arise. (pre- or nondisciplinary action).
- Level I, Oral Warning: First level of discipline. Discussion of the poor performance and/or inappropriate behavior, expectations, or consequences.
- Level II, Written Warning: Second level of discipline. Written summary of issues, improvement expected, and warning of further disciplinary action.
- \*Level III, Suspension Without Pay: The nature and severity of the problem(s) provide the basis for the length of the suspension without pay.
- \*Level IV, Demotion: An involuntary assignment to a lower pay grade or an involuntary reduction in pay, usually five percent, until satisfactory performance is achieved or inappropriate behavior is corrected.
- \*Level V, Termination of Employment.

\*Requires prior review before implementing.

**Suspensions**

Any at-will employee may be suspended at any time by the Superintendent or designee. Such suspension may be either with or without pay.

Suspensions with pay are nondisciplinary administrative measures taken in order to facilitate the investigation of allegations or questions raised concerning an employee's conduct or for other reasons deemed appropriate by the Superintendent or designee.

**Termination of Employment**

At-will employees may be terminated at any time for no reason or for any reason not prohibited by law, as determined by the Superintendent or designee, or the needs of the District. [A terminated employee may appeal the dismissal in accordance with DGBA\(Local\).](#)

**Definitions**

~~The following definitions of terms shall apply:~~

~~"Representative" shall mean any person or organization selected by the employee to represent him or her in the complaint process so long as that representative does not claim the right to strike. The employee may designate a representative through written~~

~~notice to the District at any level of the process. If the employee designates a representative with fewer than 24 hours' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing for a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.~~

~~"Days" shall mean District working days based on the District's 240-day calendar. In calculating timelines under this policy, the day a document is filed is "day zero." The following working day is "day one."~~

**Review Process**

~~An employee who has been suspended without pay, demoted, or terminated from employment may, within ten working days, request in writing a review of the action through the human capital management division. The request must be accompanied by all relevant documentation. An employee may have a representative during this review process, at his or her own expense.~~

**Level I**

~~The human capital management division shall forward the written request for review and all documentation to the administrator who is in the direct line of authority to the employee's immediate supervisor. However, the Superintendent or designee reserves the right to assign a designee to hear the grievance at any level of this process. The administrator shall hold a conference with the employee within ten working days after receipt of the request for review. The decision shall be communicated in writing to the employee within ten working days after the conference.~~

**Level II**

~~If the employee did not receive the relief requested, the employee may request a review in writing no later than ten working days after receipt of the decision by the Level One administrator. The request must be presented to the human capital management division with all previous documentation. The human capital management division shall forward the written request for review and all documentation to the District's review board.~~

~~This board shall be composed of the Level Two administrator and two individuals appointed by the Superintendent or designee. The human capital management division shall convene the review board within ten working days after receipt of the request and facilitate the review. The review board shall render a written decision within ten working days after the conclusion of the review.~~

**Level III**

~~If the employee did not receive the relief requested, the employee may appeal the decision to the Board of Trustees.~~

~~The appeal must be received in writing no later than ten working days after the Level Two decision by the District's review board.~~

~~The request for review must be presented to the human capital management division with all previous documentation.~~

~~The Superintendent or designee shall provide the Board the written request for review and all documentation. Any employee shall have the right to present an issue to the Board for consideration.~~

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

~~The Superintendent or designee shall provide the Board the record of the Level Two complaint. The employee may request a copy of the Level Two record.~~

~~The Level Two record shall include:~~

- ~~1.—The Level One record.~~
- ~~2.—The written response issued at Level Two and any attachments.~~
- ~~3.—All other documents relied upon by the administration in reaching the Level Two decision.~~

~~The Board shall not consider documentation not previously submitted or issues not previously presented.~~

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

~~The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the employee and the administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels. In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.~~

~~The Board shall then consider the grievance but shall not be required to rule thereon. The Board may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. Announcing a decision in the employee's presence constitutes communication of the decision. If~~

~~the Board does not make a decision regarding the complaint by the end of the next scheduled meeting, the lack of response by the Board upholds the administrative decision at Level Two.~~

~~The filing of any appeal or grievance concerning the termination of an employee shall not extend the employee's employment.~~

~~If an employee's termination of employment is the result of direct action of the Superintendent, a written appeal of the termination may be made to the Board. The employee must file the written appeal within ten working days with the employee relations department in the human capital management division.~~

**Back Pay**

~~If an at-will employee seeks an appeal of a suspension without pay, demotion, or termination under Board Policy DGBA(Local) and the grievance process concludes that the action was improperly imposed, the at-will employee shall be paid for the days of suspension without pay, demotion, or termination, less days assessed for disciplinary or other reasons.~~

~~If during review it is determined that a suspension without pay, demotion, or termination of employment should not have been imposed, the employee shall be paid for the days of suspension without pay, demotion, or termination, less days assessed for disciplinary or other reasons.~~

**Termination by Conduct**

An employee of the District who is absent from his or her workplace for four consecutive workdays, without authorized leave or proof of incapacity, shall be deemed to have effectively abandoned his or her position with the District.

The principal or department head shall be authorized to document the employee's unauthorized absence and initiate paperwork recommending the employee's termination of employment with the District and to forward the recommendation to the human capital management division.

Once initiated, the termination of employment may not be withdrawn without consent of the Superintendent or designee.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: SECOND READING – TASB POLICY UPDATE 126**

**EXECUTIVE SUMMARY:**

The Texas Association of School Boards (TASB) periodically recommends changes to our local policies. TASB is a trusted source of local policy advisement for Texas school districts. LEGAL policies reflect the legal context, inform local decision-making, and are not adopted by the board but simply reviewed. LOCAL must not conflict with the LEGAL policies and should reflect the practices of the district and the intentions of the board, and may only be changed by board action (add, delete, or revise). TASB's Update 126 recommends significant changes to a number of board policies (see list below). Many of these recommended policy changes come as a result of new state laws passed during the most recent Texas Legislative Session. A brief summary of each proposed local change follows this sheet.

List of LOCAL Policies recommended for revision:

CJ(LOCAL): CONTRACTED SERVICES

CJA(LOCAL): CONTRACTED SERVICES - BACKGROUND CHECKS AND REQUIRED REPORTING

CLE(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - REQUIRED DISPLAYS

CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY

CQD(LOCAL): TECHNOLOGY RESOURCES - ARTIFICIAL INTELLIGENCE

CSA(LOCAL): FACILITY STANDARDS - SAFETY AND SECURITY

DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

EEL(LOCAL): INSTRUCTIONAL ARRANGEMENTS - LESSON PLANS

EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS

EHBAF(LOCAL): SPECIAL EDUCATION - VIDEO/AUDIO MONITORING

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

FA(LOCAL): PARENT RIGHTS AND RESPONSIBILITIES

FEF(LOCAL): ATTENDANCE - RELEASED TIME

FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION

FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY

FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT

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

FO(LOCAL): STUDENT DISCIPLINE

GF(LOCAL): PUBLIC COMPLAINTS

**FORM B – NON-PURCHASE**

GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

**RECOMMENDATION:**

Approve Second Reading - Revisions to Board Policies in accordance with TASB Update 126.

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Districtwide

**INFORMATION SOURCE:**

Sid Pounds, Asst. General Counsel

**Employment Assistance Prohibited**

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees.]

**Prohibited Classroom Instruction or Activities**

A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

**Prohibition on Diversity, Equity, and Inclusion**

A contract is subject to termination if the District contractor intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

[See BT(LEGAL)]

CONTRACTED SERVICES  
~~CRIMINAL HISTORY~~BACKGROUND CHECKS AND REQUIRED REPORT-  
ING

CJA  
(LOCAL)

**Emergencies**

In an emergency due to a health or safety concern, a reasonably unforeseeable situation, or other exigent circumstance, the District employee who is in charge of the facility shall be authorized to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history record information (CHRI) review or who has a disqualifying conviction will be permitted to enter a District facility.

If allowed to enter the facility, the employee of the contracting or subcontracting entity shall be accompanied by a District employee at all times.

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

**Plan** The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

**Coordinator** The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

**Training** The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the [Department of Information Resources Texas Cyber Command](#); and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

**Security Breach and Cybersecurity Incident Notifications** Upon discovering or receiving notification of a breach of system security or a [security](#) [cybersecurity](#) incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities [and provide any other notices](#) in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

**Training**

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the AI training requirements.

**Use in District**

Employees and students shall be permitted to explore AI and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

**Building Access  
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

**Designation and Use  
of Private Spaces**

The Board shall ensure that the Superintendent, or appropriate staff as determined by the Superintendent, designates private spaces in accordance with law.

The Superintendent shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in District facilities.

**Key Control**

The security of school-owned buildings and properties shall be maintained at all times. Locks and other security devices shall be maintained in proper working order. A system to account for all keys at each campus and safeguard against entrance by unauthorized persons shall be established.

**Protection of School  
Property**

Each employee shall safeguard and protect the properties of the District. Care shall be taken to ensure that doors and windows are locked at the close of each day. Employees and students shall be instructed in the proper use and care of furniture, equipment, textbooks, and supplies.

**Use of the Building  
Outside Regular  
Hours**

The principal is responsible for all employees who remain in the building after the closing hours for the building. Building personnel should be discouraged, for safety reasons, from remaining in the building late in the afternoon. Returning to the building at night, on Saturdays, Sundays, or holidays should also be discouraged.

When the building is closed and secured, the electronic monitoring equipment shall be activated.

Building personnel who must return to the building at night, on Saturdays, Sundays, or holidays shall obtain the permission of the principal. Before entering, the employee must call the security office giving proper identification, and upon leaving the building, must call and inform the security office.

Students shall never be allowed to have keys to District buildings and shall not be allowed in buildings after hours without supervision.

The building principal shall have full responsibility for building security. Building security includes:

1. Management of the building keys — the principal is responsible for all keys. The keys are to be stored in an orderly manner in a metal cabinet designed for keys, issued to building personnel by a record system, and returned at the end of the year or at any time personnel resign or transfer. Keys are to be duplicated only on written instructions to the maintenance department. Keys made by others are forbidden, and if found, must be taken up and a written reprimand placed in the personnel file of the employee. Master keys are to be issued only to essential personnel.
2. Opening and closing of the building — the principal is responsible for the proper opening and closing of the building. The principal must instruct the head custodian to open the building at the time desired and close, lock, and secure the building at the end of the day. These instructions should be furnished to the head custodian in writing.

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**Note:** For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

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**Definitions**

Conflict of Interest

The public's trust requires that employees avoid even the appearance of a conflict between their professional responsibilities and their personal business interests. An employee shall not have a personal financial interest, business interest, or any other obligation that in any way creates a conflict with the proper discharge of assigned duties and responsibilities.

Conflict of interest occurs when an employee allows the possibility of direct or indirect personal gain to influence the employee's judgment or actions in the performance of duties and responsibilities. In the discharge of assigned tasks or functions, an employee shall avoid even the perception of conflict of interest and improper practices. An employee's conduct shall be on a fair, impartial, and impersonal basis to ensure high ethical and professional standards. An employee shall act in a manner that is above reproach and always in the best interest of the District.

Compensation

To be compensated shall mean to receive money, a service, or another thing of value, or to receive a financial benefit in return for or in connection with a service provided.

**Supervisory Relationships**

Supervisors at all levels shall avoid any conflict of interest as it relates to subordinates, by rank or classification, especially with subordinates within any supervisor's chain of command.

The authority of a supervisor over a subordinate is a responsibility entrusted to that supervisor by the Superintendent and the Board. That extended responsibility demands that every decision made by the supervisor be totally objective, impeccably fair, and above all, devoid of any favorable or unfavorable actions due to any relationship between the supervisor and the subordinate.

A supervisor shall not enter into or continue a business relationship with an employee within his or her chain of command.

An employee shall not perform any personal work at any time for supervisory personnel within the same chain of command as the employee.

Supervisory personnel shall not use their positions, directly or indirectly, to harass, intimidate, oppress, or influence any employee to perform personal work at any time for any person or group.

Furthermore, and of paramount importance, the Superintendent and the Superintendent's cabinet, by virtue of their high level ad-

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

ministrative rank, shall not utilize the services of any District employee. Other members of the Superintendent's executive staff, with the approval of the Superintendent, may utilize the services of an employee who is not within the same chain of command.

**Disclosure —**  
**General Standard**

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

**Specific Disclosures**  
Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent.

Interest in Property

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Annual Financial  
Management  
Report

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.

[See BBFA]

**Gifts**

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]

**Endorsements**

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

**Sales**

An employee shall not use his or her position with the District to attempt to sell products or services.

**Nonschool  
Employment**

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

The full-time position held by an employee of the District shall take precedence over any other occupational interest of the employee. No full-time employee of the District shall engage in any occupation during the contract or work year that is incompatible or presents a conflict of interest with his or her employment with the District.

An employee shall not perform any personal work during regular business hours, except while on approved personal leave. The use of any District facilities or property, equipment, or resources for personal business or gain is strictly prohibited.

An employee of the District shall not accept other employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of official duties.

Prohibiting outside employment is reasonably related to the legitimate interest of the Board that public school employees devote their professional energies and efforts to the education of children. Prior to an administrator or supervisor engaging in any employment that may present a conflict of interest with his or her employment with the District, the administrator or supervisor shall obtain written approval from a cabinet member or the Superintendent.

Other employees who wish to accept outside employment or engage in activities for profit shall not allow such employment to interfere with the performance of their duties for the District as their time, interest, and responsiveness must be dedicated substantially to the school system. Outside employment activities shall be the responsibility of the employee. However, if a conflict of interest or incompatibility exists, or if it is determined that such employment interferes with the duties and proper performance of an employee's regular assignment, the employee shall be required to discontinue the outside employment activities. If the employee continues the outside/secondary employment, disciplinary action up to and including termination of employment with the District may result.

Outside  
Professional  
Services

Professional personnel such as teachers, counselors, coaches, and the like, shall not privately tutor students for pay or provide other services to students for pay at the campus to which the employee is assigned, except:

1. During the summer months, or
2. For District-sponsored initiatives such as mentoring, tutoring programs, or athletic clinics as approved by UIL, when school is not in regular session.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

Appropriate administrative approval must be obtained.

**Personal Services  
Performed by an  
Administrator**

An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.

An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Leave  
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy. [See DEC(REGULATION)]

**Definitions**

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, current parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent, grandchild, and spouse’s grandparent.

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

Family Emergency

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

Leave Day

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

School Year

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

Daily Rate of Pay

The “daily rate” of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee’s annual salary by the number of duty days in the employee’s contract year.

Paid Time Off

The term “paid time off” (PTO) shall be defined as a bank of days in which the District pools an employee’s state personal leave, state sick leave, local personal leave, and local sick leave for the employee to use as needed.

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

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COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Availability**

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

**State Leave Proration**

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

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

**Medical Certification**

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

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

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

**Reasons for Use of PTO**

PTO shall include leave taken for nondiscretionary and discretionary purposes.

**Nondiscretionary Use**

Nondiscretionary use of PTO shall be for:

1. An employee's own illness or injury that prevents the employee from fulfilling the employee's assigned duties;
2. Care of the employee's newborn child, adoption of a child by the employee, or placement of a child with the employee for foster care when the leave is taken in the first year after the birth, adoption, or placement;
3. Illness or death of a member of the employee's immediate family; and
4. The reasons allowed for use of state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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|---------------------------------|--|
| Discretionary Use               | Discretionary use of PTO is at the individual employee's discretion, subject to this policy.   |
| <i>Scheduled PTO</i>            | To minimize the effect of an employee's absence on the educational program and District operations, the Board shall require an employee to schedule PTO taken for discretionary purposes.  |
| <b>Local Leave</b>              | <p>Each employee who contributes to the Teacher Retirement System of Texas (TRS) (other than a substitute employee, a part-time employee without benefits, or a temporary employee) shall earn five, six, or seven paid local leave days, respectively, each school year, based on the number of months of service normally required for the employee's position in accordance with administrative regulations.</p> <p>Local leave shall accumulate without limit.</p> <p>Local leave shall be used in accordance with administrative regulations addressing PTO.</p>  |
| <b>PTO Designation</b>          | Although an employee may take PTO for nondiscretionary or discretionary reasons in accordance with this policy, the District shall maintain separate records of state personal leave, state sick leave, local personal leave, and local sick leave for purposes of accumulation and the order of use determined by each employee.  |
| <b>Bereavement Leave</b>        | An employee shall be granted two days of bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave. Substitute and temporary employees shall not be eligible for this benefit.  |
| <b>Sick Leave Program</b>       | After all available paid leave days and any applicable compensatory time have been exhausted, an employee shall be eligible to apply for additional leave days through the District's sick leave program (SLP). The District shall grant leave days from the SLP in accordance with the Board-approved bylaws.   |
| <b>Family and Medical Leave</b> | <p>The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.</p> <p>Concurrent Use of Paid Leave</p> <p>FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, <i>except as provided below</i>.</p> <p><b>Note:</b>— See DECA(LEGAL) for provisions addressing Twelve-Month FMLA Exception Period</p> <p>A teacher shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave for an absence related to pregnancy or the birth or adoption of child.</p> <p>For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured in accordance with administrative regulations. [See DEC(REGULATION)]</p> |

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

|   |  |
|---|--|
| Combined Leave for Spouses                          | When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.   |
| Intermittent or Reduced Schedule Leave              | The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.  |
| Certification of Leave                              | When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.   |
| Fitness-for-Duty Certification                      | In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.   |
| Leave at the End of Semester                        | When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.   |
| <b>Local Pregnancy / Parenting / Adoption Leave</b> | <p>The District shall grant a leave of absence for a maximum of six consecutive calendar weeks to any District employee, other than a substitute or temporary employee, who suffers a disability caused by pregnancy or childbirth or who adopts and cares for a child up to two years of age.</p> <p>The District shall require the employee to use paid leave and any applicable compensatory time concurrently with local pregnancy/parenting/adoption leave.</p> <p>If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant additional paid leave for this purpose, to a maximum of 20 consecutive leave days, subject to deduction of the daily rate of a substitute for the employee's position for each additional leave day taken, whether or not a substitute is employed.</p> |
| <b>Temporary Disability Leave</b>                   | <p>Any District employee, other than a substitute or temporary employee, shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p>   |

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

**Workers'  
Compensation**

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

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

**Paid Leave Offset**

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

**Court Appearances**

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

Absences for court appearances related to an employee's personal business without a valid subpoena shall be deducted from the employee's leave balance or shall be taken as leave without pay.

**Neutral Absence  
Control**

If an employee does not return to work within 180 calendar days of being on an approved leave of absence, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. When an employee has exhausted all available paid leave, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

**Reasons**

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Failure to correct deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job, [with or without reasonable accommodation](#).
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities, or presenting or using such documents with knowledge that the documents are false.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
35. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
- ~~34-36~~. Engaging in behavior that is inappropriate or disruptive in the workplace.
- ~~35-37~~. Discourteous treatment of others.
- ~~36-38~~. Misuse or misappropriation of District/school monies and/or property.
- ~~37-39~~. Possession of unauthorized firearms, weapons, or any other inappropriate item.
- ~~38-40~~. Theft.
- ~~39-41~~. Giving or accepting gifts, money, or favors in exchange for some benefit to one's self or others.
- ~~40-42~~. Sexual, racial, ethnic, or religious harassment in the workplace and/or while conducting District or school business. [See DIA]
- ~~41-43~~. Knowingly making or publishing false statements concerning any employee or supervisor of the District.

- ~~42.44~~. Knowingly making a false accusation of child abuse or sexual harassment.
- ~~43.45~~. Altering or tampering with time cards, attendance rosters, insurance records, or any other District documents or records.
- ~~44.46~~. Abuse of or unauthorized access to information contained in District files regardless of whether the files are kept manually or in any electronic medium.
- ~~45.47~~. Any other reason the Board deems to be good cause, including any action or omission by an employee whose performance or conduct is detrimental to students or other employees or the District's interests.

Recommendations  
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's  
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

Notice of Proposed  
Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The initial notice or any subsequent notice shall contain the hearing procedures.

**Request for Hearing**

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall file a written request with the commissioner of education, and provide the Board a copy of the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

**Hearing Procedures**

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

Board Decision

Following the hearing, the Board shall take appropriate action in accordance with DFD.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

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**Note:** For procedures for suspension or dismissal of employees on contracts not governed by Chapter 21 of the Education Code, see DCE.

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## Complaints

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

### Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process: [has been followed](#):

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with ~~the DIA series~~.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with ~~the DIA series~~.
3. Complaints concerning retaliation ~~relating~~[related](#) to discrimination and harassment shall be submitted in accordance with ~~the DIA series~~.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.
- ~~8. Complaints arising from a suspension of pay, demotion, or termination from employment of an at-will employee shall be submitted in accordance with DCD.~~

### **Notice to Employees** **Notice to Employees** **Guiding Principles**

### Informal Process

The District shall inform employees of this policy through appropriate District publications [and on the District's website](#).

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate [campus or District administrator](#) who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

~~Direct  
Communication with  
Board Members~~  
~~Employees shall not  
be prohibited from  
communicating with  
a member of the  
Board regarding  
District operations~~  
~~Formal Process  
communication  
between an  
employee and a  
Board member  
would be  
inappropriate  
because of a  
pending hearing or  
appeal related to the  
employee~~  
Filing  
Deadlines

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

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within 15 business days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

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

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

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

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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

Option to Continue  
Informal Process

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

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| Notice of Complaint                           | A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.  |
| Freedom from Retaliation                      | Neither the Board nor any District employee shall <b>unlawfully</b> retaliate against an employee for bringing a concern or complaint <del>in violation of law</del> .  |
| Whistleblower Complaints                      | Whistleblower complaints shall be filed within the time specified by law and may be made <del>to the Superintendent or designee</del> beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.<br>[See DG] |
| Complaints Against Supervisors                | Complaints alleging a violation of law by a supervisor may be made to the Superintendent <del>or designee</del> . Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or <b>Board's</b> designee.   |
| Direct Communication with Board Members       | Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.   |
| General Provisions<br>Filing                  | <del>Complaints and appeals submitted pursuant to this policy shall be submitted in writing. [See DGBA(EXHIBIT) for methods of filing the complaint.]</del> Complaints and appeals submitted pursuant to this policy shall be submitted in writing. [See DGBA(EXHIBIT) for methods of filing the complaint.]  |
| Scheduling<br><del>Conferences</del> Hearings | The District shall make reasonable attempts to schedule <del>conferences</del> <b>hearings</b> at a mutually agreeable time. If the employee fails to appear at a scheduled <del>conference</del> <b>hearing</b> , the District may hold the <del>conference</del> <b>hearing</b> and issue a decision in the employee's absence.                                     |

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| <del>Response</del><br>At Levels One and Two,<br>"response"Decision | A "decision" shall mean a written communication to the employee <del>and from the employee's designee as noted on the written complaint from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline</del> appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.                      |
| Definitions   | The <del>following definitions of terms shall apply:</del> decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.   |
| Days  | "Days" shall mean <del>District business days, based on the District's 240-day calendar unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</del> A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.  |
| Representative  | "Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent <del>him or her</del> the employee in the complaint process.<br><br>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person, by virtual meeting, or by telephone conference call. If the employee designates a representative with fewer than <del>24 hours'</del> three business days' notice to the District before a scheduled <del>conference or</del> hearing, the District may reschedule the <del>conference or</del> hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process. |
| Consolidating Complaints  | <del>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file</del> To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from <del>any</del> an event or series of <del>events that have been or could have been addressed in a previous complaint.</del>  |

|                            |  |
|----------------------------|--|
|                            | <p><del>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</del></p>   |
| Untimely Filings           | <p><del>All time limits shall be strictly followed unless modified by mutual written consent.</del></p> <p><del>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice. Such appeal shall be limited to the issue of timeliness.</del></p>   |
| Costs Incurred             | <p><del>Costs Incurred</del>related events shall be consolidated.</p> <p>Each party shall pay its own costs incurred in the course of the complaint.</p>   |
| Complaint and Appeal Forms | <p>Complaints and appeals under this policy shall be submitted <del>in writing</del> on a form provided by the District. <del>[See DGBA(EXHIBIT)]</del></p> <p><del>The complaint or appeal must be signed or acknowledged by the employee or representative on the employee's behalf.</del></p> <p>Copies of any documents that support the complaint should be <del>submitted</del>included with the complaint form. If the employee does not have copies of these documents, <del>they</del>copies may be presented at the Level One <del>conference</del>hearing. After the Level One <del>conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference</del>hearing, the employee may supplement the record with additional documents or include additional claims.</p> |
| Record                     | <p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.</p>   |
| Remand                     | <p>A complaint or appeal form that is incomplete in any material aspect <del>may</del>shall be <del>dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</del>re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>   |

**Assignment of  
Hearing Officer**

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

**Investigation**

The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.

**Audio Recording**

As provided by law, an employee shall be permitted to make an audio recording of a ~~conference or~~ hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

**Complaint Levels**

Level One

~~Complaint forms must be filed within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.~~

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

~~The appropriate administrator shall investigate as necessary and schedule a conference with the employee within 15 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a ~~response~~decision has expired, the employee may

~~submit a request for a~~request a hearing at Level Two grievance to appeal the Level One decision.

The appeal notice ~~shall~~must be ~~submitted~~filed in writing. ~~[See DGBA (EXHIBIT)]~~ The appeal must be submitted within ten, on a form provided by the District, within 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received, within ten~~ decision has been communicated to the employee, within 20 calendar days of the Level One ~~response~~ decision deadline.

~~The employee may request~~After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the Level Two hearing officer and provide a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~Any other documents submitted by the employee at Level One.
3. ~~The~~If the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-  
tor~~ hearing officer in reaching the Level One decision.

The ~~Level Two administrator shall schedule a conference within 15~~ hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference~~ hearing officer may set reasonable time limits for the hearing.

The ~~Level Two administrator~~ hearing officer shall provide the employee a ~~written response~~ decision within ~~ten~~ 20 calendar days following the ~~conference. The written response shall set forth the basis of the decision~~ hearing. In reaching a decision, the ~~Level Two administrator~~ hearing officer may consider the Level One record, any additional information provided ~~at prior to~~ the Level Two ~~confer-  
ence~~ hearing, and any other relevant documents or information the ~~Level Two administrator~~ hearing officer believes will help resolve the complaint.

Level Three

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

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

The appeal notice ~~shall~~must be ~~submitted~~filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~Level Two ~~response~~decision or, if no ~~response was received, within ten~~decision has been communicated to the employee, within 20 calendar days of the Level Two ~~response~~decision deadline. ~~[See DGBA(EXHIBIT)]~~

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

~~The Superintendent or designee shall inform the employee of the date, time, and place of the Board~~After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee~~At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~Any other documents submitted by the employee at Level Two.
- ~~3.4.~~ 4. The decision issued at Level Two and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The Board shall not consider documentation not previously submitted or issues not previously presented.~~

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

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

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

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from ~~the Board~~ members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. ~~If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

### Bullying Complaints

Bullying in the context of the work environment is defined as repeated abusive mistreatment that undermines, humiliates, or threatens employees, prevents work from being done, and harms employee health. Bullying must not be confused with the nonabusive exercise of management rights to assign tasks, coach, or take work-related disciplinary action against employees. Bullying may be supervisor-to-subordinate or employee-to-employee.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

**Weapons Prohibited**

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

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a ~~Texas~~ handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

**Prohibited Classroom Instruction or Activities**

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

**Prohibited Diversity, Equity, and Inclusion Duties**

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

**Social Transitioning**

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

**Safety Requirements**

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

**Harassment or Abuse**

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

**Relationships with Students**

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom ~~an educator~~ a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF]

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

**Tobacco and Nicotine Products and E-Cigarettes**

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also

prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs /  
Notice of Drug-Free  
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

**Exceptions**

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

**Sanctions**

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

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(LOCAL)

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments, Convictions, and Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or
  - Acts constituting abuse or neglect under the Texas Family Code.

**Dress and Grooming**

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

**Instructional Plan  
and Course Syllabus**

Prior to the beginning of each semester, each teacher shall provide a copy of the teacher's instructional plan or course syllabus for each class for which the teacher provides instruction.

The teacher shall provide this information to the District administration and the parent of each student enrolled in the teacher's class. Additional copies of the instructional plan or course syllabus shall be made available to a parent of a student enrolled upon that parent's request.

District Website

The Superintendent shall develop administrative procedures for the posting of the instructional plans and course syllabi for each class offered in the District on the District's website.

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

For information related to the selection process of library materials, see EFB.

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The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

**Objectives**

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

**Selection**

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

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

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

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

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

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

**Parent Request for Instructional Material Review**

The Superintendent shall develop administrative regulations to ensure compliance with state law and rules that a parent or guardian of a District student may request an instructional materials review for a subject area in the grade level in which their student is enrolled on the basis of the following:

1. The material is not aligned with District-adopted materials; or
2. The material does not have the appropriate rigor for the grade level for the subject area in which the instructional material is used.

The regulations shall also address procedures for submitting a parent petition to review instructional materials, the appeal process if a petition for review is denied, criteria for reviewing any appeal, and timelines for each step in the process.

**Reconsideration of Instructional Materials**

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

**Guiding Principles**

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

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

Informal  
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for  
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of  
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

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

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**Note:** Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

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To promote student safety, the District shall comply with requests for video and audio monitoring of certain **self-contained** special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The Superintendent or designee is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent or designee shall ensure that administrative regulations are developed to implement this policy.

**Requests**

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a **self-contained** special education classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the **tenth** 10th business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester not later than the seventh business day after receipt of the request.

**Notice**

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

**Installation and Operation**

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the

instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

**Retention of Recordings**

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

**Confidentiality of Recordings**

Video recordings made in accordance with this policy shall be confidential and shall only be accessed or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;

3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or Human Capital Management staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term “Human Capital Management staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s Human Capital Management Division. If an individual listed in items 2-42-4, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and Human Capital Management personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]

**Reporting an Incident**

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 4824 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten10 District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District’s video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

**Complaints**

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District’s complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in accordance with 19 Administrative Code 103.1303.

**Relation to Essential Knowledge and Skills**

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses. Each teacher shall be expected to use adopted materials, curriculum, and resources when teaching these objectives.

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

**Guidelines for Grading**

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

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

**Re-Teaching and Remediation**

Re-teaching shall be defined as another presentation of content and additional strategies, usually to provide an additional opportunity for a student to learn.

Each teacher shall plan for re-teaching while planning the initial instruction, thereby ensuring that alternative instructional strategies are immediately available when needed.

Planning for re-teaching may be written but should not require excessive time or documentation. If initial re-teaching efforts are unsuccessful, the more complex process of remediation may be necessary. Remediation implies analysis of the learning task and further diagnosis of a student's needs, including the identification of deficient prerequisite skills. Remediation may occur in many different situations.

**Report Cards**

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

The District shall provide a parent any relevant information concerning his or her child in order to enhance understanding of the child's ability, effort, success, or progress in the school program. The Superintendent shall design a system of reporting to parents concerning student progress in school, with the goal of improving

mutual understanding, goodwill, and cooperation in the home, the school, and the community.

**Interim Reports**

Interim progress reports may be issued at the teacher's discretion; however, notice of a student's consistent unsatisfactory performance shall be issued in accordance with law.

**Conferences**

~~In addition to conferences scheduled on the campus calendar,~~ Each year, the District shall provide at least two opportunities for in-person conferences between each parent and the student's teacher. Additional conferences may be requested by a teacher or parent as needed.

When a parent desires an additional conference with his or her child's teacher to discuss the child's progress, the parent shall contact the school or teacher to schedule a meeting during the teacher's conference period.

A parent shall report to the school office prior to a meeting with a teacher. [See GKC]

**Written Notices to Parents**

In order to ensure effective communication, any notice required by policy to be sent to the parent or guardian of a student shall be written in the language spoken by the parent or guardian. If the dominant language of the parent or guardian is a language other than English or Spanish, however, such notice shall be written in the dominant language of the parents or guardian only if a suitable translation is available.

**Academic Dishonesty**

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

PARENT RIGHTS AND RESPONSIBILITIES

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**Parent Portal**

The District shall establish a parent portal on the District's website through which parents may submit comments to campus administrators, District administrators, and the Board.

The Superintendent shall develop administrative regulations related to the portal, including placement on the District or campus websites and how campus or District administrators are to address comments received from parents through the portal.

**Release from School**

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

Exception for  
Released Time  
Course

For purposes of this policy, a “released time course” shall have the same definition as provided in law.

A student shall be permitted to attend a released time course in accordance with the following requirements:

1. The parent or guardian has provided written consent for the student to attend the released time course;
2. The private entity offering the released time course maintains attendance records and will make those records available to the District;
3. The private entity, parent or guardian, or student assumes responsibility for transportation, including transportation for a student with a disability, to and from the location at which the released course is offered;
4. The private entity assumes liability for the student enrolled in the released time course while the student is under the private entity’s care; and
5. The student is responsible for any school work and assignments issued during the student’s absence from the District.

The District shall be prohibited from using District funds, excluding de minimis costs, to facilitate the student attending a released time course.

A private entity shall be prohibited from offering the released time course on District property unless the use is in accordance with policy GKD.

The District shall not interfere with a parent’s or guardian’s ability to request or access a released time course for the student.

**Threat Assessment  
and Safe and  
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee  
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Notification to  
Teaching Staff of  
Threat

As soon as safe and practicable after an administrator or team receives information regarding a threat against a campus, including a threat made through social media, the appropriate administrator or the team shall immediately provide to each member of the teaching staff, including teacher aides, who may be directly affected by the threat a statement containing the following information:

1. The existence of the threat;
2. The nature of the threat; and
3. Any other pertinent detail to ensure student and staff safety.

The Superintendent shall develop administrative regulations to ensure that the required notice is provided to the teaching staff in accordance with law. The administrative regulations may also address notification of other appropriate employees on the affected campus.

Imminent Threats or  
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment  
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures,

the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

STUDENT WELFARE  
CRISIS INTERVENTION

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Guidance to School  
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

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**Note:** See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

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For purposes of this policy, misconduct is defined as an ~~educator's~~ individual's alleged abuse or commission of an otherwise unlawful act with a student or involvement in a romantic relationship or soliciting or engaging in sexual contact with a student.

The District shall notify a parent of a student with whom ~~an educator~~ a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the ~~educator~~ individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or the State Board for Educator Certification (~~SBEC~~) concerning the alleged misconduct.

**Notice of Suspected  
Criminal Offense**

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

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

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

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

Training

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

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

**Reporting Child  
Abuse and Neglect**

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

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

The following individuals have an additional legal obligation to submit a written or oral report within 4824 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

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

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

**Restrictions on Reporting**

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

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

**Making a Report**

Reports may be made to any of the following:

1. A ~~state or local~~ law enforcement agency, [as defined in law](#);
2. The Child Protective Services (CPS) division of DFPS at 800-252-5400 or the [Texas Abuse Hotline website](#)<sup>1</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers. [See FFG(LEGAL)]

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

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

**Confidentiality**

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

**Immunity**

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

**Failing to Report Suspected Child Abuse or Neglect**

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

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

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

**Responsibilities Regarding Investigations**

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

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

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

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<sup>1</sup> Texas Abuse Hotline website: <http://www.txabusehotline.org>

## Complaints

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

### Other Complaint Processes

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

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, ~~sexual orientation, gender identity, gender expression,~~ national origin, age, ~~disability, or other protected characteristics [see FFH]~~ or disability shall be submitted in accordance with ~~the FFH series~~.
2. Complaints concerning dating violence shall be submitted in accordance with ~~the FFH series~~.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with ~~the FFH series~~.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints **within the scope of Section 504, including complaints** concerning identification, evaluation, or educational placement of a student with a disability ~~within the scope of Section 504~~, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints **within the scope of the Individuals with Disabilities Education Act, including complaints** concerning identification, evaluation, educational placement, or discipline of a student with a disability ~~within the scope of the Individuals with Disabilities Education Act~~, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

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10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

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

**Notice to Students and Parents**

The District shall inform students and parents of this policy through appropriate District publications [and on the District's website](#).

**Guiding Principles  
Informal Process**

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

**Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except Filing Deadlines**

If a student or parent has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the student or parent shall have the later of:

**After Informal Process**

- Ninety calendar days to file a complaint from the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; or
- Thirty calendar days to file a complaint from the date on which the District provided information to the student or parent regarding how to file a grievance.

[See Formal Process, below]

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| No Prior Informal Process           | If the student or parent has not engaged in the informal process, the student or parent shall have no more than 60 calendar days from the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance to file a complaint using the appropriate forms.  |
| Deadline Extensions                 | All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.   |
| Formal Process                      | <p>A student or parent may initiate the formal process described below by timely filing a written complaint form.</p> <p><del>Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.</del></p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p> <p><del>Freedom from Retaliation</del>The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.</p> <p>If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.</p> <p>A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p> |
| Option to Continue Informal Process | Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A com-  |

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|  | <p>plainant whose concerns are resolved may withdraw a formal complaint at any time.</p>  |
| Notice of Complaint  | <p>A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.</p>   |
| <b>Freedom from Retaliation</b>  | <p>Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.</p>  |
| <b>General Provisions</b>  |   |
| Filing   | <p>Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, <del>including email and fax,</del> or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three <b>business</b> days after the deadline.</p>   |
| Scheduling<br><del>Conferences</del> Hearings  | <p>The District shall make reasonable attempts to schedule <del>conferences</del>hearings at a mutually agreeable time. If a <del>student or parent-complainant</del> fails to appear at a scheduled <del>conference</del>hearing, the District may hold the <del>conference</del>hearing and issue a decision in the <del>student's or parent's</del>complainant's absence.</p>  |
| <del>Response</del><br><del>At Levels One and Two,</del><br><del>"response"</del> Decision | <p>A "decision" shall mean a written communication to the <del>student or parent</del>complainant from the appropriate administrator. <del>Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses</del> that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.</p> <p>The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.</p> <p>A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S.</p> |

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|                            | <p>Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>  |
| Days                       | <p><del>"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</del></p>  |
| Representative             | <p>"Representative" shall mean any person who or organization that is designated by the <del>student or parent</del>complainant to represent the <del>student or parent</del>complainant in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The <del>student or parent</del>complainant may designate a representative through written notice to the District at any level of this process. <del>If the student or parent</del>The representative may participate in person or by telephone conference call. If the complainant designates a representative with fewer than three business days' notice to the District before a scheduled <del>conference or</del>hearing, the District may reschedule the <del>conference or</del>hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p> |
| Consolidating Complaints   | <p><del>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file</del>To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from <del>any</del>an event or series of <del>events that have been or could have been addressed in a previous complaint.</del></p>   |
| Untimely Filings           | <p><del>All time limits shall be strictly followed unless modified by mutual written consent.</del></p> <p><del>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness</del>related events shall be consolidated.</p>   |
| Costs Incurred             | <p>Each party shall pay its own costs incurred in the course of the complaint.</p>   |
| Complaint and Appeal Forms | <p>Complaints and appeals under this policy shall be submitted <del>in</del> writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be <del>attached to</del>included with the complaint form. If the <del>student or parent-</del></p>  |

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|                               | <p><del>complainant</del> does not have copies of these documents, copies may be presented at the Level One <del>conference</del>hearing. After the Level One <del>conference</del>, <del>no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference</del>hearing, the complainant may supplement the record with additional documents or include additional claims.</p>  |
| Record                        | <p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>   |
| Remand                        | <p>A complaint or appeal form that is incomplete in any material aspect <del>may</del>shall be <del>dismissed but may be refiled with all the required information if the refiling is within the designated time for filing</del>refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>  |
| Assignment of Hearing Officer | <p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>  |
| Level One                     | <p>Complaint forms must be filed:</p> <ol style="list-style-type: none"><li><del>1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and</del></li><li><del>2. With the lowest level administrator who has the authority to remedy the alleged problem.</del></li></ol> <p><del>In most circumstances, students and parents shall file Level One complaints with the campus principal.</del></p> <p><del>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</del></p> <p><del>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint</del></p> |

~~Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~  
**Complaint Levels**  
**Level One**  
**Level Two**  
**Investigation**

~~form was received and immediately forward the complaint form to the appropriate administrator.~~

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

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~student or parent~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.

~~3.4.~~ The decision issued at Level One and any attachments.

~~4.5.~~ All other documents relied upon by the Level One ~~administra-~~  
~~tor~~hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference~~  
~~within ten~~hearing officer shall hold a hearing within 10 calendar  
days after the appeal notice is filed. The ~~conference shall be lim-~~  
~~ited to the issues and documents considered at Level One. At the~~  
~~conference, the student or parent may provide information con-~~  
~~cerning any documents or information relied upon by the adminis-~~  
~~tration for the Level One decision. The Superintendent or designee~~  
~~may set reasonable time limits for the conference~~hearing officer  
may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~hearing officer shall provide the  
~~student or parent a written response within ten~~complainant a deci-  
sion within 20 calendar days following the ~~conference. The written~~  
~~response shall set forth the basis of the decision~~hearing. In reach-  
ing a decision, the ~~Superintendent or designee~~hearing officer may  
consider the Level One record, any additional information provided  
at prior to the Level Two ~~conference~~hearing, and any other relevant  
documents or information the ~~Superintendent or designee~~hearing  
officer believes will help resolve the complaint.

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

### Level Three

If the ~~student or parent~~complainant did not receive the relief re-  
quested at Level Two or if the time for a ~~response~~decision has ex-  
pired, the ~~student or parent~~complainant may appeal the decision to  
the Board.

The appeal notice must be filed in writing, on a form provided by  
the District, within ~~ten~~20 calendar days of the date of the ~~written~~  
Level Two ~~response~~decision or, if no ~~response was received,~~  
~~within ten~~decision has been communicated to the complainant,  
within 20 calendar days of the Level Two ~~response~~decision dead-  
line.

~~The Superintendent or designee shall inform the student or parent~~  
~~of the date, time, and place of the Board~~Unless the Board dele-  
gates a committee in accordance with law, the Board shall hear the  
appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee  
shall hold a meeting to discuss the complaint no later than 60 cal-  
endar days after the date on which the Level Two decision was  
made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.~~ At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~ Any other documents submitted by the complainant at Level Two.
- ~~3.4.~~ 4. The decision issued at Level Two and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the administration in reaching the Level Two decision.

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

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

~~The~~ complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~student or parent~~ complainant and administration to each make a presentation and provide rebuttal and an opportunity for question-

ing by ~~the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~ ~~members.~~

In addition to any other record of the ~~Board~~ meeting required by law, the Board ~~or Board committee~~ shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the ~~student complainant or parent or the student's~~ ~~the complainant's~~ representative, any presentation from the administration, and questions from ~~the Board~~ ~~members~~ with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its~~ shall make a decision ~~orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

**Student Code of Conduct**

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

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

When approved, the District Student Code of Conduct shall constitute an extension of Board policy. Violation of conduct provisions contained in this document shall result in disciplinary action.

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

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

At the beginning of the school year, principals or designees shall give verbal instruction on the District Student Code of Conduct to all students.

Revisions

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

Acknowledgment

Each student and parent, upon receipt of the District Student Code of Conduct or any revision, shall sign a statement that they have received and read it. A principal shall document any parent's refusal to sign.

**Extracurricular Standards of Behavior**

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

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

that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

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

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

**Campus Rules and Regulations**

Principals and site-based decision-making teams, consistent with District policy, may develop campus rules and regulations as part of a campus student handbook. These rules and regulations shall be approved by the appropriate chief of schools.

The District Student Code of Conduct and campus rules and regulations shall be binding and enforceable upon all students and parents, whether or not they are acknowledged.

**“Parent” Defined**

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

**General Discipline Guidelines**

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

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
  - a. The seriousness of the offense;
  - b. The student’s age;
  - c. The frequency of misconduct;
  - d. The student’s attitude;
  - e. The potential effect of the misconduct on the school environment;
  - f. Requirements of Chapter 37 of the Education Code; and
  - g. The Student Code of Conduct adopted by the Board.

3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

**Corporal Punishment**

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

**Physical Restraint**

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

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

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

**Video and Audio Monitoring**

Video and audio recording equipment ~~shall~~may be used for safety purposes to monitor student behavior with the approval of the Superintendent or chief of operations.

Notice

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

Use of Recordings

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

Access to Recordings

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

**Supervision**

The schools are not responsible for the supervision of students who arrive at school before the designated time in the morning or who are not involved in a supervised activity and remain after the designated time in the afternoon. The principal shall notify students and parents of the time before and after school when the students are not supervised. This shall not affect the authority of a principal or teacher to discipline students for violations of the Student Code of Conduct before and after school.

**Disciplinary Records**

Records pertaining to student discipline shall be maintained by teachers and principals in accordance with the requirements of law. Such records shall include date and time of the offense, a descriptive statement of the infraction, and the action taken. These records shall be maintained for at least two years. [See FL]

**Reversal of Decisions**

Should a decision by a teacher or administrator be reversed by the next administrative level, the individual who alters the decision shall notify in writing all persons affected by the ruling within seven working days.

**Criminal Offenses**

The District shall report to the proper authority for disposition any suspected violation of any criminal statute as prescribed in the Texas Penal Code or municipal ordinance by any individuals (including students) over whom the District has jurisdiction. Any such reporting by school officials shall be in addition to any disciplinary actions imposed by District or campus officials.

### Complaint Procedure

~~Members of the public having complaints regarding the District's policies, procedures, or operations may present their complaints or concerns to the Board after following the procedure defined in this policy.~~

#### Exceptions

~~Public complaints regarding instructional and library resources are addressed at the EF series, and complaints against peace officers at the CKE series. Complaints brought by employees shall be in accordance with DGBA; complaints brought by students and parents, with FNG~~

### Informal Process

#### Level One

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

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

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

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

~~An individual who has a complaint or concern shall request a conference with the appropriate administrator within ten calendar days of the event or action that is the subject of the complaint. The administrator shall render a written decision within ten calendar days of the conference.~~ The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

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

### Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within 15 business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

### Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

**Formal Process**

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

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

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

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

**Option to Continue Informal Process**

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

**Notice of Complaint**

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

**Freedom from Retaliation**

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

**General Provisions**

**Filing**

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

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

Scheduling Hearings

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

Decision

A "decision" shall mean a written communication to the complainant from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

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

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

Consolidating Complaints

To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of related events shall be consolidated.

Costs Incurred

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

|                               |   |
|-------------------------------|---|
| Complaint and Appeal Forms    | <p>Complaints and appeals under this policy shall be submitted on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be included with the complaint form. If the complainant does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the complainant may supplement the record with additional documents or include additional claims.</p>   |
| Record                        | <p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>   |
| Remand                        | <p>A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>  |
| Assignment of Hearing Officer | <p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>  |
| Investigation                 | <p>The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.</p>   |
| Complaint Levels              | <p>At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.</p> <p>The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.</p> |
| Level One                     |   |
| Level Two                     | <p><del>If the complaint is not resolved, the individual may request a conference with the Superintendent or designee within ten calendar days of receipt of the administrator's decision. Prior to or at the conference with the Superintendent or designee, the individual shall submit a written complaint that includes a statement of the</del></p>  |

~~complaint, any evidence in its support, the solution sought, and the date of the conference with the administrator. The Superintendent or designee shall render a written decision to the complainant within ten calendar days of such conference.~~ complainant did not receive the relief requested at Level One or if the time for a decision has expired, the complainant may request a hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level One decision or, if no decision has been communicated to the complainant, within 20 calendar days of the Level One decision deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the Level Two hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. Any other documents submitted by the complainant at Level One.
3. If the complaint is against a District employee, the written response of the District employee, if any.
4. The decision issued at Level One and any attachments.
5. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider the Level One record, any additional information provided prior to the Level Two hearing, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

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

### Level Three

~~If the outcome of the conference with the Superintendent or designee is not to the individual's satisfaction, the individual may submit to the Superintendent and Board President a written request to be heard and present the matter to the Board. Such a request shall~~

~~be made within ten calendar days after the Superintendent's decision~~complainant did not receive the relief requested at Level Two or if the time for a decision has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level Two decision or, if no decision has been communicated to the complainant, within 20 calendar days of the Level Two decision deadline.

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the ~~individual~~complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The presiding officer shall establish a reasonable time limit for complaint presentations. The District shall make an audio record of the Level Three proceeding before the Board. The Board shall hear the individual's complaint and shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.~~

#### Closed Meeting

~~If the complaint involves concerns or charges regarding an employee, it shall be heard by the Board in closed meeting unless the employee to whom the complaint pertains requests that it be heard in public.~~At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. Any other documents submitted by the complainant at Level Two.

4. The decision issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by Board members.

In addition to any other record of the meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the complainant or the complainant's representative, any presentation from the administration, and questions from Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

**Access to District Property**

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

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

**Ejection or Exclusion under Education Code 37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus Activities**

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

**Prohibitions**

Tobacco and E-Cigarettes

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

Weapons

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

*Exceptions*

No violation of this policy occurs when:

1. ~~A Texas~~ An individual who holds a handgun license holder in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Violence and Abusive Language**

No parent of a student, nor any other person acting on behalf of a student, shall be permitted to direct any form of violence or abusive language toward a student, teacher, school administrator, or other District personnel, or cause damage to be inflicted upon the property of any student or District employee. For purposes of this pol-

icy, “abusive language” includes any verbal expression that is used intentionally to be offensive, including but not limited to language with racial, ethnic, religious, social, sexual, moral, or physical implications.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE THE DESIGNATION OF NON-BUSINESS DAYS FOR PURPOSE OF THE TEXAS PUBLIC INFORMATION ACT FOR THE 2026 CALENDAR YEAR**

**EXECUTIVE SUMMARY:**

House Bill 3033 adopted during the 88<sup>th</sup> Texas Legislative Session limits the number of “non-business days” by which a school district or governmental entity may assert closure for purposes of complying with deadlines under the Public Information Act. Historically, the District counted inclement weather days, school closures for winter and spring break, and holidays as non-business days. The new standard allows a District to continue to designate a day on which the District’s administrative offices are closed or operating with minimum staff as a non-business day. However, the district may have no more than ten (10) such designated days per calendar year. The Board of Trustees for a school district must make the designation of non-business days.

**RECOMMENDATION:**

Approve the designation of non-business days for purpose of the Texas Public Information Act for the 2026 calendar year

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Office of Legal Services

**INFORMATION SOURCE:**

Sid Pounds, Asst. General Counsel

# Fort Worth ISD 2026 Public Information Act Calendar

January 1, 2026 to December 31, 2026



| January 2026 |     |    |    |    |    |    |
|--------------|-----|----|----|----|----|----|
| Su           | Mo  | Tu | We | Th | Fr | Sa |
|              |     |    |    | 1♦ | 2  | 3  |
| 4            | 5   | 6  | 7  | 8  | 9  | 10 |
| 11           | 12  | 13 | 14 | 15 | 16 | 17 |
| 18           | 19♦ | 20 | 21 | 22 | 23 | 24 |
| 25           | 26  | 27 | 28 | 29 | 30 | 31 |

| February 2026 |     |    |    |    |    |    |
|---------------|-----|----|----|----|----|----|
| Su            | Mo  | Tu | We | Th | Fr | Sa |
|               |     |    |    |    |    | 1  |
| 1             | 2   | 3  | 4  | 5  | 6  | 7  |
| 8             | 9   | 10 | 11 | 12 | 13 | 14 |
| 15            | 16♦ | 17 | 18 | 19 | 20 | 21 |
| 22            | 23  | 24 | 25 | 26 | 27 | 28 |

| March 2026 |    |     |     |     |     |    |
|------------|----|-----|-----|-----|-----|----|
| Su         | Mo | Tu  | We  | Th  | Fr  | Sa |
|            |    |     |     |     |     |    |
| 1          | 2  | 3   | 4   | 5   | 6   | 7  |
| 8          | 9  | 10  | 11  | 12  | 13  | 14 |
| 15         | 16 | 17^ | 18^ | 19^ | 20^ | 21 |
| 22         | 23 | 24  | 25  | 26  | 27  | 28 |
| 29         | 30 | 31  |     |     |     |    |

| April 2026 |    |     |    |    |    |    |
|------------|----|-----|----|----|----|----|
| Su         | Mo | Tu  | We | Th | Fr | Sa |
|            |    |     | 1  | 2  | 3# | 4  |
| 5          | 6  | 7   | 8  | 9  | 10 | 11 |
| 12         | 13 | 14  | 15 | 16 | 17 | 18 |
| 19         | 20 | 21♣ | 22 | 23 | 24 | 25 |
| 26         | 27 | 28  | 29 | 30 |    |    |

| May 2026 |     |    |    |    |    |    |
|----------|-----|----|----|----|----|----|
| Su       | Mo  | Tu | We | Th | Fr | Sa |
|          |     |    |    |    | 1  | 2  |
| 3        | 4   | 5  | 6  | 7  | 8  | 9  |
| 10       | 11  | 12 | 13 | 14 | 15 | 16 |
| 17       | 18  | 19 | 20 | 21 | 22 | 23 |
| 24       | 25♦ | 26 | 27 | 28 | 29 | 30 |
| 31       |     |    |    |    |    |    |

| June 2026 |    |    |    |    |     |    |
|-----------|----|----|----|----|-----|----|
| Su        | Mo | Tu | We | Th | Fr  | Sa |
|           | 1  | 2  | 3  | 4  | 5   | 6  |
| 7         | 8  | 9  | 10 | 11 | 12  | 13 |
| 14        | 15 | 16 | 17 | 18 | 19♣ | 20 |
| 21        | 22 | 23 | 24 | 25 | 26  | 27 |
| 28        | 29 | 30 |    |    |     |    |

| July 2026 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | Mo | Tu | We | Th | Fr | Sa |
|           |    |    | 1  | 2  | 3♦ | 4  |
| 5         | 6  | 7  | 8  | 9  | 10 | 11 |
| 12        | 13 | 14 | 15 | 16 | 17 | 18 |
| 19        | 20 | 21 | 22 | 23 | 24 | 25 |
| 26        | 27 | 28 | 29 | 30 | 31 |    |

| August 2026 |    |    |    |     |    |    |
|-------------|----|----|----|-----|----|----|
| Su          | Mo | Tu | We | Th  | Fr | Sa |
|             |    |    |    |     |    | 1  |
| 2           | 3  | 4  | 5  | 6   | 7  | 8  |
| 9           | 10 | 11 | 12 | 13  | 14 | 15 |
| 16          | 17 | 18 | 19 | 20  | 21 | 22 |
| 23          | 24 | 25 | 26 | 27♣ | 28 | 29 |
| 30          | 31 |    |    |     |    |    |

| September 2026 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| Su             | Mo | Tu | We | Th | Fr | Sa |
|                |    | 1  | 2  | 3  | 4  | 5  |
| 6              | 7♦ | 8  | 9  | 10 | 11 | 12 |
| 13             | 14 | 15 | 16 | 17 | 18 | 19 |
| 20             | 21 | 22 | 23 | 24 | 25 | 26 |
| 27             | 28 | 29 | 30 |    |    |    |

| October 2026 |     |    |    |    |    |    |
|--------------|-----|----|----|----|----|----|
| Su           | Mo  | Tu | We | Th | Fr | Sa |
|              |     |    |    | 1  | 2  | 3  |
| 4            | 5   | 6  | 7  | 8  | 9  | 10 |
| 11           | 12♦ | 13 | 14 | 15 | 16 | 17 |
| 18           | 19  | 20 | 21 | 22 | 23 | 24 |
| 25           | 26  | 27 | 28 | 29 | 30 | 31 |

| November 2026 |    |    |     |     |     |    |
|---------------|----|----|-----|-----|-----|----|
| Su            | Mo | Tu | We  | Th  | Fr  | Sa |
|               |    |    |     |     |     |    |
| 1             | 2  | 3  | 4   | 5   | 6   | 7  |
| 8             | 9  | 10 | 11♦ | 12  | 13  | 14 |
| 15            | 16 | 17 | 18  | 19  | 20  | 21 |
| 22            | 23 | 24 | 25  | 26♦ | 27♣ | 28 |
| 29            | 30 |    |     |     |     |    |

| December 2026 |     |     |     |     |     |    |
|---------------|-----|-----|-----|-----|-----|----|
| Su            | Mo  | Tu  | We  | Th  | Fr  | Sa |
|               |     | 1   | 2   | 3   | 4   | 5  |
| 6             | 7   | 8   | 9   | 10  | 11  | 12 |
| 13            | 14  | 15  | 16  | 17  | 18  | 19 |
| 20            | 21^ | 22^ | 23^ | 24♣ | 25♦ | 27 |
| 28            | 29^ | 30^ | 31^ |     |     |    |

State Holidays ♣

Federal Holidays ♦

Designated Non-Business Days ^

Optional Holiday #

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
CONSENT AGENDA ITEM  
BOARD MEETING  
December 9, 2025**

**TOPIC: : APPROVE BUDGET AMENDMENT FOR PERIOD ENDING NOVEMBER 30, 2025**

**EXECUTIVE SUMMARY:**

The 2025-2026 General Fund was initially adopted on June 10, 2025. During the month ending November 30, 2025, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

All requests are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted to the General Ledger.

**RECOMMENDATION:**

Approve Budget Amendment for Period Ending November 30, 2025

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

School(s)/Department(s)

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations

## General Fund Budget Amendment 2025 - 2026

|   |   | Consolidated<br>General Fund<br>2025-2026<br>Adopted<br>Budget | Adjustments    | Consolidated<br>General Fund<br>2025-2026<br>Amended<br>Budget<br>11/30/2025 |
|---|---|--|----------------|--|
| <b><u>REVENUE &amp; OTHER SOURCES</u></b> |   |  |                |  |
|   | 5700 Local Revenue  | \$443,701,450  | \$0            | \$443,701,450  |
|   | 5800 State Revenue  | \$411,329,044  | \$0            | \$411,329,044  |
|   | 5900 Federal Revenue  | \$7,317,250  | \$0            | \$7,317,250  |
|   | 7900 Other Sources  | \$600,000  | \$0            | \$600,000  |
|   | <b>Total Revenue &amp; Other Sources</b>                    | <b>\$862,947,744</b>   | <b>\$0</b>     | <b>\$862,947,744</b>   |
| <b><u>EXPENDITURES</u></b>                |   |  |                |  |
|   | 11 Instruction  | \$506,263,170  | (\$12,609,632) | \$493,653,538  |
|   | 12 Instruction Resources and Media Services                 | \$11,152,290   | (\$118,910)    | \$11,033,380   |
|   | 13 Curriculum and Instructional Staff Development           | \$10,818,278   | \$4,953        | \$10,823,231   |
|   | 21 Instructional Administration                             | \$14,569,033   | \$118,910      | \$14,687,943   |
|   | 23 School Administration                                    | \$52,673,725   | (\$60)         | \$52,673,665   |
|   | 31 Guidance and Counseling Services                         | \$45,813,349   | \$12,604,789   | \$58,418,138   |
|   | 32 Social Work Services                                     | \$5,795,580  | \$0            | \$5,795,580  |
|   | 33 Health Services  | \$12,444,726   | \$0            | \$12,444,726   |
|   | 34 Student Transportation                                   | \$22,471,355   | \$0            | \$22,471,355   |
|   | 35 Food Services  | \$330,081  | \$0            | \$330,081  |
|   | 36 Cocurricular/Extracurricular Activities                  | \$20,970,696   | \$0            | \$20,970,696   |
|   | 41 General Administration                                   | \$35,624,902   | (\$7,893,240)  | \$27,731,662   |
|   | 51 Plant Maintenance and Operations                         | \$90,662,538   | \$7,932,690    | \$98,595,228   |
|   | 52 Security and Monitoring Services                         | \$18,991,227   | \$0            | \$18,991,227   |
|   | 53 Data Processing Services                                 | \$35,546,344   | (\$38,000)     | \$35,508,344   |
|   | 61 Community Services                                       | \$4,018,990  | (\$1,500)      | \$4,017,490  |
|   | 71 Debt Service   | \$2,100,000  | \$0            | \$2,100,000  |
|   | 81 Facilities Acquisition & Construction                    | \$7,512,667  | \$0            | \$7,512,667  |
|   | 91 Contracted Instructional Services between Public Schools | \$5,902,208  | \$0            | \$5,902,208  |
|   | 95 Payments to Juvenile Justice Alt Ed Program              | \$30,960   | \$0            | \$30,960   |
|   | 97 Tax Increment Financing                                  | \$0  | \$0            | \$0  |
|   | 99 Other Intergovernmental Charges                          | \$3,187,301  | \$0            | \$3,187,301  |
|   | <b>Total Budgeted Expenditures</b>                          | <b>\$906,879,420</b>   | <b>\$0</b>     | <b>\$906,879,420</b>   |
|   | <b>Total Deficit</b>  | <b>(\$43,931,676)</b>  | <b>\$0</b>     | <b>(\$43,931,676)</b>  |
|   | Beginning Fund Balance (Unaudited)                          | 328,546,390  |                | 328,546,390  |
|   | Fund Balance-Ending (Unaudited)                             | <b>\$284,614,714</b>   | <b>\$0</b>     | <b>\$284,614,714</b>   |

|                 | November 30, 2025                                 | Increase          | Decrease          | Net Effect          |
|-----------------|---|-------------------|-------------------|---------------------|
| <b>Function</b> | <b>Expenses</b>                                   |                   |                   |                     |
| 11              | Fund 199 - PEIMS Correction                       |                   | 12,604,789        |                     |
|                 | Campus/Dept. normal course of District operations |                   | 4,843             |                     |
|                 | <b>Overall effect on Function 11</b>              | <b>0</b>          | <b>12,609,632</b> | <b>(12,609,632)</b> |
| 12              | Fund 199 - PEIMS Correction                       |                   | 118,910           |                     |
|                 | <b>Overall effect on Function 12</b>              | <b>0</b>          | <b>118,910</b>    | <b>(118,910)</b>    |
| 13              | Campus/Dept. normal course of District operations | 4,953             |                   |                     |
|                 | <b>Overall effect on Function 13</b>              | <b>4,953</b>      | <b>0</b>          | <b>4,953</b>        |
| 21              | Fund 199 - PEIMS Correction                       | 118,910           |                   |                     |
|                 | <b>Overall effect on Function 21</b>              | <b>118,910</b>    | <b>0</b>          | <b>118,910</b>      |
| 23              | Campus/Dept. normal course of District operations |                   | 60                |                     |
|                 | <b>Overall effect on Function 23</b>              | <b>0</b>          | <b>60</b>         | <b>(60)</b>         |
| 31              | Fund 199 - PEIMS Correction                       | 12,604,789        |                   |                     |
|                 | <b>Overall effect on Function 31</b>              | <b>12,604,789</b> | <b>0</b>          | <b>12,604,789</b>   |
| 41              | Fund 199 - PEIMS Function Correction              |                   | 7,893,240         |                     |
|                 | <b>Overall effect on Function 41</b>              | <b>0</b>          | <b>7,893,240</b>  | <b>(7,893,240)</b>  |
| 51              | Fund 199 - PEIMS function correction              | 7,932,690         |                   |                     |
|                 | <b>Overall effect on Function 51</b>              | <b>7,932,690</b>  | <b>0</b>          | <b>7,932,690</b>    |
| 53              | Campus/Dept. normal course of District operations |                   | 38,000            |                     |
|                 | <b>Overall effect on Function 53</b>              | <b>0</b>          | <b>38,000</b>     | <b>(38,000)</b>     |
| 61              | Fund 199 - PEIMS correcton                        |                   | 1,500             |                     |
|                 | <b>Overall effect on Function 61</b>              | <b>0</b>          | <b>1,500</b>      | <b>(1,500)</b>      |
|                 | <b>Total</b>                                      | <b>20,661,342</b> | <b>20,661,342</b> | <b>0</b>            |

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**



**SUMMARY OF 2025-2026 BUDGET AMENDMENTS  
CONSOLIDATED GENERAL FUND**

|   | ORIGINAL             | ADD/<br>SUBTRACT    | 7/22/2025            | ADD/<br>SUBTRACT     | 7/31/2025            | ADD/<br>SUBTRACT<br>T | 8/31/2025             | ADD/<br>SUBTRACT  | 9/30/2025             | ADD/<br>SUBTRACT | 10/31/2025            | ADD/<br>SUBTRACT | 11/30/2025            |
|---|----------------------|---------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|-------------------|-----------------------|------------------|-----------------------|------------------|-----------------------|
| <b>Revenue and Other Sources</b>                        |                      |                     |                      |                      |                      |                       |                       |                   |                       |                  |                       |                  |                       |
| 5700 Local Revenue                                      | \$457,911,481        | (\$46,456,065)      | \$411,455,416        | \$32,246,034         | \$443,701,450        |                       | \$443,701,450         |                   | \$443,701,450         | \$ -             | \$443,701,450         | \$ -             | \$443,701,450         |
| 5800 State Revenue                                      | \$360,143,391        | \$86,290,643        | \$446,434,034        | (\$35,636,267)       | \$410,797,767        |                       | \$410,797,767         | \$ 531,277        | \$411,329,044         | \$ -             | \$411,329,044         | \$ -             | \$411,329,044         |
| 5900 Federal Revenue                                    | \$7,517,250          |                     | \$7,517,250          | (\$200,000)          | \$7,317,250          |                       | \$7,317,250           | \$ -              | \$7,317,250           | \$ -             | \$7,317,250           | \$ -             | \$7,317,250           |
| 7900 Other Sources                                      | \$600,000            |                     | \$600,000            |                      | \$600,000            |                       | \$600,000             | \$ -              | \$600,000             | \$ -             | \$600,000             | \$ -             | \$600,000             |
| <b>Total Revenue &amp; Other Sources</b>                | <b>\$826,172,122</b> | <b>\$39,834,578</b> | <b>\$866,006,700</b> | <b>(\$3,590,233)</b> | <b>\$862,416,467</b> |                       | <b>862,416,467</b>    | <b>\$ 531,277</b> | <b>862,947,744</b>    | <b>\$ -</b>      | <b>862,947,744</b>    | <b>\$ -</b>      | <b>862,947,744</b>    |
| <b>Expenditures</b>                                     |                      |                     |                      |                      |                      |                       |                       |                   |                       |                  |                       |                  |                       |
| 11 Instruction  | \$486,260,339        | \$25,853,365        | \$512,113,704        | \$690,946            | \$512,804,650        |                       | 512,804,650           | \$ (5,498,677)    | \$ 507,305,973        | \$ (1,042,803)   | \$ 506,263,170        | \$ (12,609,632)  | \$ 493,653,538        |
| 12 Instructional Resources and Media Services           | \$10,893,509         | \$291,017           | \$11,184,526         | \$5,712              | \$11,190,238         |                       | 11,190,238            | (2,510)           | 11,187,728            | (35,438)         | 11,152,290            | (118,910)        | 11,033,380            |
| 13 Curriculum and Instructional Staff Development       | \$10,071,313         | \$856,497           | \$10,927,810         | \$2,651              | \$10,930,461         |                       | 10,930,461            | (24,146)          | 10,906,315            | (88,037)         | 10,818,278            | 4,953            | 10,823,231            |
| 21 Instructional Administration                         | \$13,569,206         | \$498,994           | \$14,068,200         | \$49,658             | \$14,117,858         |                       | 14,117,858            | 448,576           | 14,566,434            | 2,599            | 14,569,033            | 118,910          | 14,687,943            |
| 23 School Administration                                | \$51,682,352         | \$1,032,962         | \$52,715,314         | \$2,400              | \$52,717,714         |                       | 52,717,714            | (32,451)          | 52,685,263            | (11,538)         | 52,673,725            | (60)             | 52,673,665            |
| 31 Guidance and Counseling Services                     | \$43,612,794         | \$1,114,156         | \$44,726,950         | \$2,500              | \$44,729,450         |                       | 44,729,450            | 1,162,520         | 45,891,970            | (78,621)         | 45,813,349            | 12,604,789       | 58,418,138            |
| 32 Social Work Services                                 | \$3,643,293          | \$87,967            | \$3,731,260          |                      | \$3,731,260          |                       | 3,731,260             | 2,000,000         | 5,731,260             | 64,320           | 5,795,580             | -                | 5,795,580             |
| 33 Health Services                                      | \$12,194,690         | \$248,386           | \$12,443,076         |                      | \$12,443,076         |                       | 12,443,076            | 1,500             | 12,444,576            | 150              | 12,444,726            | -                | 12,444,726            |
| 34 Student Transportation                               | \$22,462,312         | \$258,008           | \$22,720,320         | \$101,985            | \$22,822,305         |                       | 22,822,305            | (60,000)          | 22,762,305            | (290,950)        | 22,471,355            | -                | 22,471,355            |
| 35 Food Services  | \$125,385            | \$199,839           | \$325,224            |                      | \$325,224            |                       | 325,224               | (643)             | 324,581               | 5,500            | 330,081               | -                | 330,081               |
| 36 Cocurricular/Extracurricular Activities              | \$21,466,336         | \$232,535           | \$21,698,871         | \$33,782             | \$21,732,653         |                       | 21,732,653            | 70,089            | 21,802,742            | (832,046)        | 20,970,696            | -                | 20,970,696            |
| 41 General Administration                               | \$25,047,448         | \$470,192           | \$25,517,640         | \$49,901             | \$25,567,541         |                       | 25,567,541            | 144,055           | 25,711,596            | 9,913,306        | 35,624,902            | (7,893,240)      | 27,731,662            |
| 51 Plant Maintenance and Operations                     | \$97,181,544         | \$898,706           | \$98,080,250         | \$1,213,652          | \$99,293,902         |                       | 99,293,902            | (316,026)         | 98,977,876            | (8,315,338)      | 90,662,538            | 7,932,690        | 98,595,228            |
| 52 Security and Monitoring Services                     | \$18,781,032         | \$186,505           | \$18,967,537         | \$22,531             | \$18,990,068         |                       | 18,990,068            | -                 | 18,990,068            | 1,159            | 18,991,227            | -                | 18,991,227            |
| 53 Data Processing Services                             | \$29,925,515         | \$269,143           | \$30,194,658         | \$2,136,768          | \$32,331,426         |                       | 32,331,426            | 2,584,613         | 34,916,039            | 630,305          | 35,546,344            | (38,000)         | 35,508,344            |
| 61 Community Services                                   | \$4,143,198          | \$112,980           | \$4,256,178          | \$30,579             | \$4,286,757          |                       | 4,286,757             | 1,250             | 4,288,007             | (269,017)        | 4,018,990             | (1,500)          | 4,017,490             |
| 71 Debt Service   | \$2,100,000          |                     | \$2,100,000          |                      | \$2,100,000          |                       | 2,100,000             | -                 | 2,100,000             | -                | 2,100,000             | -                | 2,100,000             |
| 81 Facilities Acquisition & Construction                | \$3,365,424          | \$17,932            | \$3,383,356          | \$3,782,862          | \$7,166,218          |                       | 7,166,218             | -                 | 7,166,218             | 346,449          | 7,512,667             | -                | 7,512,667             |
| 91 Contracted Instructional Services between Public Sch | \$9,987,912          |                     | \$9,987,912          | (\$4,085,704)        | \$5,902,208          |                       | 5,902,208             | -                 | 5,902,208             | -                | 5,902,208             | -                | 5,902,208             |
| 95 Payments to Juvenile Justice Alt Ed Program          | \$30,960             |                     | \$30,960             |                      | \$30,960             |                       | 30,960                | -                 | 30,960                | -                | 30,960                | -                | 30,960                |
| 97 Tax Increment Financing                              |                      |                     |                      |                      |                      |                       |                       |                   | -                     |                  | -                     |                  | -                     |
| 99 Other Intergovernmental Charges                      | \$3,187,301          |                     | \$3,187,301          |                      | \$3,187,301          |                       | 3,187,301             |                   | 3,187,301             |                  | 3,187,301             |                  | 3,187,301             |
| <b>Total Budgeted Expenditures</b>                      | <b>\$869,731,863</b> | <b>\$32,629,184</b> | <b>\$902,361,047</b> | <b>\$4,040,223</b>   | <b>\$906,401,270</b> |                       | <b>\$ 906,401,270</b> | <b>478,150</b>    | <b>\$ 906,879,420</b> |                  | <b>\$ 906,879,420</b> |                  | <b>\$ 906,879,420</b> |
| Total Deficit   | (\$43,559,741)       | \$7,205,394         | (\$36,354,347)       | (\$7,630,456)        | (\$43,984,803)       |                       | (\$43,984,803)        | \$53,127          | (\$43,931,676)        |                  | (\$43,931,676)        |                  | (\$43,931,676)        |
| Beginning Fund Balance Unaudited)                       | \$328,546,390        |                     | \$328,546,390        |                      | \$328,546,390        |                       | \$328,546,390         |                   | \$328,546,390         |                  | \$328,546,390         |                  | \$328,546,390         |
| <b>End Balance - Ending (Unaudited)</b>                 | <b>\$284,986,649</b> | <b>\$7,205,394</b>  | <b>\$292,192,043</b> | <b>(\$7,630,456)</b> | <b>\$284,561,587</b> |                       | <b>\$284,561,587</b>  | <b>\$53,127</b>   | <b>\$284,614,714</b>  |                  | <b>\$284,614,714</b>  |                  | <b>\$284,614,714</b>  |

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE TEXAS WOMAN'S UNIVERSITY**

**EXECUTIVE SUMMARY:**

The following Memorandum of Understanding explains the collaboration between the Fort Worth Independent School District and Texas Woman's University's Educator Preparation Program (EPP). The request is to define the partnership between the University and the District to focus on the improvement of educator preparation. Fort Worth Independent School District will serve as a host District for Clinical Teachers from Texas Woman's University. The partnership will begin in 2025-2026

**RECOMMENDATION:**

Approve memorandum of understanding between Fort Worth Independent School District and the Texas Woman's University.

**STRATEGIC PRIORITY:**

3 - Employee Effectiveness and Retention

**PROVIDER(S)/VENDOR(S):**

Not Applicable.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Selected campuses across the District will host clinical teachers.

**INFORMATION SOURCE:**

Woodrow Bailey, Chief Talent Management



**Memorandum of Understanding  
Field Experiences, Clinical Student Teaching, Clinical Teaching Residency, Internships, or  
Professional Practicums**

**Texas Woman's University Educator Preparation Program  
and  
the Fort Worth Independent School District**

**Parties:** The Texas Woman's University ("TWU" or "Organization") Educator Preparation Program ("EPP") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas ("District") seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, clinical teaching residency and professional practicums with a goal of enhancing novice and professional educator performance/competency and District EC-12 student achievement. Both parties are cognizant of the positive impact a high-quality EPP potentially has on the entire stakeholder community.

**Purpose:** The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to (a) articulate the partnership goals and (b) specify each party's roles and responsibilities associated with the implementation of the collaborative arrangement via a sustained District/university partnership.

**Collaborative Goals:**

- (1) To design and implement within the District, quality, early field experiences, intensive performance-based clinical student teaching and/or internships, clinical teaching residency, and professional practicums (all of which could be one (1) or two (2) semester assignments) focused on creating highly qualified educators as evidenced by competence in both content and pedagogy.
- (2) To recruit and support a diverse workforce that is prepared to meet the needs of EC-12 learners in the District.
- (3) To support the District in-service educators in their professional learning goals and development as cooperating and/or mentor teachers who are leaders in their field.

**TWU Educator Preparation Program Responsibilities:**

- (1) The TWU EPP will provide the District with all documents and handbooks related to field experiences, clinical student teaching/internship, clinical teaching residency, and professional practicum experience;
- (2) The TWU EPP will provide high-quality training to identified cooperating teachers, mentors, and District and campus administration;
- (3) The TWU EPP will communicate clear expectations of initial teacher and professional candidates who are completing early field experiences, clinical student teaching, internships, clinical teaching residency, and professional practicums to District personnel;
- (4) The TWU EPP will facilitate required paperwork (background forms, application, and identify the placement experience length [one or two semesters]) for the District and then supply the District personnel with required information for placement of candidates completing early field experience, clinical student teaching, internship, clinical teaching residency, and professional practicum;

- (5) The TWU EPP will identify high-quality faculty and university field supervisors to support the initial and professional clinical practice partnership throughout the placement;
- (6) Ensure that the TWU candidate carries current Professional Liability as a student with Limits of liability being: \$1,000,000 / \$3,000,000.
- (7) The TWU EPP will use video-capturing technology for the purpose of evaluating and improving the clinical practice of TWU EPP candidates. In such, the TWU EPP will recognize the sensitivity of media practice and will;
  - (a) Center the TWU candidate as the focal point of the video
    - (i) Unless otherwise required, the camera will be positioned in the classroom in such a manner as to minimize capture of EC-12 student faces, though some incidental exposure is likely; and
    - (ii) Direct the EPP candidate to determine with District administrators the identity of any students that have circumstances forbidding recording--and in such cases, the student on camera will be positioned in a way that will not capture those students in the recording
  - (b) Handle and store video
    - (i) Restrict only authorized individuals to access videos (e.g. clinical student teachers/interns/residents, professional practicum candidates, cooperating teachers, university supervisors, District administration, and TWU EPP administration);
    - (ii) Prepare all TWU EPP candidates to utilize secure platforms (e.g. Swivl, Go-react, and other secured video capturing platforms) for any recording associated with TWU EPP course assignments or performance assessments;
    - (iii) Train TWU EPP candidates to upload to the secure, FERPA-compliant platform for all video associated with course assignments, or performance assessments within twenty-four (24) hours of capture;
    - (iv) Ensure the use of the secured platform provides the security assurances necessary for recording in a classroom. Video captured with such secure platforms is automatically and permanently erased from the device once uploaded to the secure platform (website);
    - (v) Coordinate maintenance of video on the secure platform for a period not to exceed ten (10) years from the time of capture; and the TWU EPP will retain all video content in accordance with applicable retention policies, and will store the content on a TWU server, with strict access controls remaining in place; and
    - (vi) Use video for instructional purposes only; self-observation and self-evaluation of instructional practices; observation and evaluation of the clinical candidates' instructional skills; program evaluation; data relevant to instructional competencies.
  - (c) In no case will images of District students appear in a public forum for purposes of self, candidate, program evaluation, or for purposes of research presentation unless the identity of students is completely masked (e.g. blurring of facial or other identifying features)

**District Responsibilities:**

- (1) Collaborate with the TWU EPP liaison to identify schools, principals, cooperating teachers, and mentors to participate in the clinical practice partnership and support fidelity of implementation;
  - (a) Cooperating and Mentor Teachers will be identified by campus administration in collaboration with District administration and the TWU EPP.
  - (b) The Cooperating and/or Mentor Teacher agrees to:
    - (i) Serve as a model and mentor for candidates completing the early field experience, clinical student teacher/resident or professional practicum candidate experience

- and allow her/him to assume responsibilities as she/he exhibits the readiness to do so;
- (ii) Work collaboratively with the university field supervisor and clinical student teacher/intern/resident or professional practicum candidate to create and implement active and engaging lessons and activities;
  - (iii) Provide meaningful feedback to the candidates completing early field experience, clinical student teaching, internship, residency, or professional practicum regularly as a means to advance the growth of the candidate;
  - (iv) Adhere to the requirements for the cooperating teacher/mentor as listed in the TWU Clinical Student Teaching Cooperating Teacher, Intern, Residency or Practicum handbook [inclusive of required formal and informal observations, verification of clinical clock hours within the data management system (TK20), end of year performance assessment, TWU EPP Exit Survey, and other assessments as needed];
- (2) Work with campus administrators to ensure that candidates completing early field experience, clinical student teaching, internship, residency, or professional practicum are placed with highly qualified (minimum of 3 years of teaching experience), supportive, cooperating teachers, mentors, and educators who contribute to the growth and development of the candidate;
  - (3) Work with the TWU EPP to provide placement details for candidates in diverse schools;
  - (4) Work with the TWU EPP to assign candidates to placements within a month of request;
  - (5) Collaborate with the TWU EPP on placement decisions (one or two semester requirements) and work with EPP personnel to resolve any concerns or challenges with placements;
    - (a) If a concern arises and the District needs to cancel a placement or terminate a placement due to unforeseen circumstances or other concerns, the District personnel will work with the TWU EPP to arrange another placement if possible.
  - (6) The District will inform parents/guardians of the use of video capture technology in District classrooms and explain the measures taken to specifically avoid video capturing their students;
  - (7) Video-capture of the TWU EPP candidate will not be published without valid consents as required by FERPA or any other applicable privacy law, regulation, or policy.

### **Terms of Agreement and Termination:**

This Agreement shall be effective when executed by both Parties and shall remain in effect for a period of three (3) years from the date of inception. This Agreement may be terminated without cause upon thirty (30) days' written notice by either party. The term of this agreement may be amended at any time in writing upon the signatures of the authorized representatives of both Parties.

### **Compensation**

The Parties hereby agree that, except for funds required to fulfill their respective duties and obligations as outlined in this MOU, neither Party shall have any financial commitment, liability, or obligation to the other. Each Party shall bear its own costs and expenses incurred in the performance of its responsibilities under this Agreement, and no additional financial obligations shall arise unless explicitly agreed upon in writing by both Parties in a separate agreement.

### **INDEMNIFICATION**

- 1. ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT WAIVING ANY SOVEREIGN IMMUNITIES OR DEFENSES TO WHICH IT IS ENTITLED, THE

ORGANIZATION AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE ORGANIZATION, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ORGANIZATION OR ANYONE THAT ORGANIZATION CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

2. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
3. Organization understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

### **General Provisions**

1. Confidentiality. Each Party hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the other Party. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), each Party agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
2. Limitations of Authority. No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
3. Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law. The District and its employees can neither agree to hold the Organization harmless nor agree to indemnify the Organization, and any contracts or provisions to the contrary are void.
4. Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**To District:**

Fort Worth Independent School District  
Attn: Emily Camarena, Executive Director  
7060 Camp Bowie Blvd.  
Fort Worth, Texas 76116

**With Copies to:**

Fort Worth Independent School District  
Office of Legal Services  
Attn: Chief Legal Counsel  
7060 Camp Bowie Blvd.  
Fort Worth, Texas 76116

**To Organization:**

TWU Educator Preparation Program  
Attn: Gina Anderson  
1317 Bell Ave.  
Denton, TX 76204

5. Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Organization that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
6. Assignment. Neither Party may assign their interest in this MOU except upon the written consent of the other party.
7. Severability. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
8. Amendments. Any change to this MOU must be in writing and signed by both Parties.
9. Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
10. Applicable Law. This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
11. Public Records. Each Party understands and agrees that the other Party is subject to the Texas Public Information Act (“TPIA”) and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, each Party will provide third-party notice to the Party but assumes no other responsibility.
12. Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
13. Venue. Intentionally omitted.

14. No Third-Party Beneficiary. This agreement is made solely between Organization and FWISD and is intended solely for their benefit. No other person or entity shall be deemed a beneficiary of this Agreement, whether directly or indirectly, and no third party shall have any rights, claims, or interests in this Agreement or its enforcement. The rights and obligations contained herein are personal to Organization and FWISD and may not be assigned or transferred to any third party without the prior written consent of both Parties.
  
17. Non-Discrimination. The Organization certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.
  
20. Alternative Dispute Resolution. Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.

[Signature Page Follows]

**ELECTRONIC SIGNATURE**

The Parties here agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the Parties.

In witness of the Agreement above, the Board of Education of the Fort Worth Independent School District and the Organization, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

DS  
EC

FOR DISTRICT:

DocuSigned by:  
*Woodrow Bailey*  
Signed: \_\_\_\_\_  
Name: Woodrow Bailey

Title: Chief of Talent Management

Date: 11/18/2025

Req. #:

FOR ORGANIZATION:

Signed by:  
*Dr. Anna Anderson*  
Signed: \_\_\_\_\_  
Name: Gina Anderson, Ed.D.

Title: Associate Dean for Educator Preparation, TWU College of Professional Education

Date: 11/18/2025

SUPERINTENDENT APPROVAL  
(Required over \$25,000)

Signed: \_\_\_\_\_  
Dr. Karen C. Molinar  
Superintendent of schools

Date:

Business Organization: (Check one)

- Corporation
- Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)
- Other Entity Type:

Organization Employer ID #: 061502

APPROVED AS TO FORM:

Signed by:  
*[Signature]*  
Signed: \_\_\_\_\_  
Date: 11/18/2025  
Legal Counsel for District

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR THE POLYTECHNIC PYRAMID MIDDLE SCHOOL CONSOLIDATION PROJECT IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**EXECUTIVE SUMMARY:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Polytechnic Pyramid Middle School Consolidation Project with the following schedule of events:

| <b>Event</b>                  | <b>Date</b>        |
|-------------------------------|--------------------|
| First Advertisement           | September 16, 2025 |
| Second Advertisement          | September 23, 2025 |
| Pre-Proposal Conference       | September 25, 2025 |
| Deadline for Questions        | September 26, 2025 |
| Deadline to Receive Proposals | September 30, 2025 |
| Issue Step 2 to Short List    | October 16, 2025   |
| Receive Step 2                | October 23, 2025   |

On September 30, 2025, the District received five (5) Statements of Qualifications from the following Firms:

- AGSJSW JV, LLC (JS Waltz & AG Solutions)
- Bowa – Post L JV
- Cadence McShane – Morales Construction Services JV
- Imperial | Picasso JV
- Satterfield & Pontikes Construction, Inc.

**Step I** – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The top three (3) firms were selected to move on to the Step II process:

- AGSJSW JV, LLC (JS Waltz & AG Solutions)
- Cadence McShane – Morales Construction Services JV
- Imperial | Picasso JV

**Step II** – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where the top three (3) firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal (“Proposals”). As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. AGSJSW JV, LLC (JS Waltz & AG Solutions)
2. Cadence McShane – Morales Construction Services JV
3. Imperial | Picasso JV

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

**RECOMMENDATION:**

Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for the Polytechnic Pyramid Middle School Consolidation Project in Conjunction with the 2021 Capital Improvement Program

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**FUNDING SOURCE:**

Bond Funds (652-691)

**COST:**

Not to Exceed \$65,000

**PURCHASING MECHANISM:**

Competitive Solicitation - RFP/RFQ/Bid#: 26-034

**PROVIDER(S)/VENDOR(S):**

To be determined

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program  
TEA #048 William James Middle School

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR THE NORTH SIDE PYRAMID MIDDLE SCHOOL CONSOLIDATION PROJECT IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**EXECUTIVE SUMMARY:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the North Side Pyramid Middle School Consolidation Project with the following schedule of events:

| <b>Event</b>                  | <b>Date</b>        |
|-------------------------------|--------------------|
| First Advertisement           | September 16, 2025 |
| Second Advertisement          | September 23, 2025 |
| Pre-Proposal Conference       | September 24, 2025 |
| Deadline for Questions        | September 26, 2025 |
| Deadline to Receive Proposals | September 30, 2025 |
| Issue Step 2 to Short List    | October 16, 2025   |
| Receive Step 2                | October 23, 2025   |

On September 30, 2025, the District received three (3) Statements of Qualifications from the following Firms:

- Cadence McShane – Morales Construction Services JV
- Satterfield & Pontikes Construction, Inc.
- SEDALCO Construction Services

**Step I** – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. All three (3) firms were selected to move on to the Step II process.

**Step II** – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where the top three (3) firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal (“Proposals”). As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Cadence McShane – Morales Construction Services JV
2. SEDALCO Construction Services
3. Satterfield & Pontikes Construction, Inc.

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

**RECOMMENDATION:**

Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for the North Side Pyramid Middle School Consolidation Project in Conjunction with the 2021 Capital Improvement Program

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**FUNDING SOURCE:**

Bond Funds (652-691)

**COST:**

Not to Exceed \$35,000

**PURCHASING MECHANISM:**

Competitive Solicitation - RFP/RFQ/Bid#: 26-033

**PROVIDER(S)/VENDOR(S):**

To be determined

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program  
TEA #044 J.P. Elder Middle School

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC:       APPROVE PURCHASE OF TECHNOLOGY SOLUTION TO ENHANCE  
NETWORK MONITORING AND SECURITY**

**EXECUTIVE SUMMARY:**

The District requests approval to purchase a technology solution that strengthens network monitoring and security capabilities. This software will provide enhanced visibility and compliance tools for technology infrastructure.

The total cost of \$800,000 spans January 1, 2026, through June 30, 2029, with \$50,000 in Year 1 (January–June 2026) for initial implementation and \$250,000 annually for each fiscal year beginning July 1, 2026, through June 30, 2029. This phased approach ensures a smooth rollout, sustained support, and alignment with fiscal year budgeting requirements.

**RECOMMENDATION:**

Approve Purchase of Technology Solution to Enhance Network Monitoring and Security

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**FUNDING SOURCE:**

General Fund (196-199)

**COST:**

\$800,000.00

Initial Cost: \$50,000

Year 1 \$250,000

Year 2 \$250,000

Year 3 \$250,000

**PURCHASING MECHANISM:**

Cooperative Agreement

Choice Partners Contract #22/043KN-07

**PROVIDER(S)/VENDOR(S):**

Insight Investments, LLC

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District-Wide

**INFORMATION SOURCE:**

Dr. Eric Upchurch, Chief Technology Officer

September 25, 2025

Fort Worth Independent School District  
7060 Camp Bowie Road  
Fort Worth, TX 76116

On behalf of Insight Investments, LLC, I am pleased to present this proposal for the financing of the software license described below according to the terms and conditions indicated herein.

| Description of Items              | Total Cost   | Cost Breakdown       | Payment Due Date | Payment      |
|-----------------------------------|--------------|----------------------|------------------|--------------|
| Lightspeed Insight + Signal       | \$800,000.00 | 11/1/2025 – 1/1/2026 | NA               | NA           |
| Choice Partners # 22/043KN-07     |              | 1/1/2026 – 6/30/2026 | 1/1/2026         | \$50,000.00  |
| Contingent upon Board Approval    |              | 7/1/2026 – 6/30/2027 | 7/1/2026         | \$250,000.00 |
| Product Usage Commences 11/1/2025 |              | 7/1/2027 – 6/30/2028 | 7/1/2027         | \$250,000.00 |
| Product Usage Ends 6/30/2029      |              | 7/1/2028 – 6/30/2028 | 7/1/2028         | \$250,000.00 |

**Terms and Conditions:**

**Purchase Order Authorization:** With respect to any executed lease proposal outlining the cost, rent, term and equipment to be leased under a Schedule, Lessee agrees that: (a) Lessor may order such equipment from a manufacturer or vendor thereof in Lessor's own name.

**Conditions Precedent:** This transaction is contingent upon (i) successful execution of mutually agreed upon documentation with Insight and (ii) the review and approval by Insight's Finance Committee.

**Non-Appropriations:** Lessee reasonably believes that legally available funds in an amount sufficient to pay the Rent for the Base Term can be obtained. Lessee will do all things within its power to obtain, maintain, and properly request and pursue funds from which the rental payments may be paid including: (i) making provisions for the rent payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding; (ii) using its best efforts to have such portion of the budget approved; and (iii) exhausting all available means in the event such portion of the budget is not approved. If either no funds or insufficient funds are appropriated for the rental payments due under any Schedule, then Lessee shall have the right to terminate the applicable Schedule effective upon the start of the fiscal year for which such funding was not received. Lessee must give Lessor ninety days' notice of any such termination and will provide a written certification that funds have not been appropriated and that such non appropriation did not result from any act or failure to act by the Lessee.

**Proposal Expiration:** This proposal may be withdrawn at any time at Insight's sole discretion and expires 90 days from the date of this letter unless extended by Insight.

Sincerely,



**Jake Howard**  
Vice President  
281.210.1215  
jhoward@ifsleasing.com

Agreed to and Accepted by:  
Fort Worth Independent School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ACTION AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE 2026-2027 DISTRICT CALENDARS**

**EXECUTIVE SUMMARY:**

Fort Worth ISD calendars are developed with input from various stakeholders on an annual basis. The calendars are designed to meet the instructional needs of Fort Worth ISD students. Districts and charter schools are required to operate for a minimum of 75,600 minutes (including intermissions and recess). Districts are also allowed to add minutes as necessary to compensate for minutes of instruction lost due to school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity. (Texas Education Code (TEC), §25.081) The recommended calendars meet state requirements and include additional minutes to compensate for school closures.

**RECOMMENDATION:**

Approve 2026-2027 District Calendars

**STRATEGIC PRIORITY:**

1 - Student Academic Excellence

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Schools  
All Departments

**INFORMATION SOURCE:**

Dr. Karen Molinar, Superintendent

# Fort Worth ISD 2026-2027 Traditional Calendar **DRAFT**

| JULY 2026 |    |    |    |    |                                       |                           |
|-----------|----|----|----|----|---------------------------------------|---------------------------|
| SU        | M  | TU | W  | TH | FR                                    | SA                        |
|           |    |    | 1  | 2  | 3<br>July 4 <sup>th</sup><br>Observed | 4<br>July 4 <sup>th</sup> |
| 5         | 6  | 7  | 8  | 9  | 10                                    | 11                        |
| 12        | 13 | 14 | 15 | 16 | 17                                    | 18                        |
| 19        | 20 | 21 | 22 | 23 | 24                                    | 25                        |
| 26        | 27 | 28 | 29 | 30 | 31                                    | AUGUST<br>1               |

22 Workdays

| OCTOBER 2026 |                                  |    |    |                   |                    |    |
|--------------|----------------------------------|----|----|-------------------|--------------------|----|
| SU           | M                                | TU | W  | TH                | FR                 | SA |
|              |                                  |    |    | 1                 | 2                  | 3  |
| 4            | 5                                | 6  | 7  | 8<br>STAFF<br>DAY | 9<br>FALL<br>BREAK | 10 |
| 11           | 12<br>Indigenous<br>Peoples' Day | 13 | 14 | 15                | 16                 | 17 |
| 18           | 19                               | 20 | 21 | 22                | 23                 | 24 |
| 25           | 26                               | 27 | 28 | 29                | 30                 | 31 |

19 Student Days | 20 Teacher Days

| JANUARY 2027 |                   |                        |    |    |                      |    |
|--------------|-------------------|------------------------|----|----|----------------------|----|
| SU           | M                 | TU                     | W  | TH | FR                   | SA |
|              |                   |                        |    |    | 1<br>WINTER<br>BREAK | 2  |
| 3            | 4<br>STAFF<br>DAY | 5<br>START<br>SEMESTER | 6  | 7  | 8                    | 9  |
| 10           | 11                | 12                     | 13 | 14 | 15                   | 16 |
| 17           | 18<br>MLK         | 19<br>TCC<br>Begin     | 20 | 21 | 22                   | 23 |
| 24           | 25                | 26                     | 27 | 28 | 29                   | 30 |
| 31           |                   |                        |    |    |                      |    |

18 Student Days | 19 Teacher Days

| APRIL 2027 |    |            |    |    |    |          |
|------------|----|------------|----|----|----|----------|
| SU         | M  | TU         | W  | TH | FR | SA       |
|            |    |            |    | 1  | 2  | 3        |
| 4          | 5  | 6<br>STAAR | 7  | 8  | 9  | 10       |
| 11         | 12 | 13         | 14 | 15 | 16 | 17       |
| 18         | 19 | 20         | 21 | 22 | 23 | 24       |
| 25         | 26 | 27         | 28 | 29 | 30 | MAY<br>1 |

22 Student Days | 22 Teacher Days

| JULY 2027                 |                                       |    |    |    |    |    |
|---------------------------|---------------------------------------|----|----|----|----|----|
| SU                        | M                                     | TU | W  | TH | FR | SA |
|                           |                                       |    |    | 1  | 2  | 3  |
| 4<br>July 4 <sup>th</sup> | 5<br>July 4 <sup>th</sup><br>Observed | 6  | 7  | 8  | 9  | 10 |
| 11                        | 12                                    | 13 | 14 | 15 | 16 | 17 |
| 18                        | 19                                    | 20 | 21 | 22 | 23 | 24 |
| 25                        | 26                                    | 27 | 28 | 29 | 30 | 31 |

21 Workdays

| AUGUST 2026 |                    |                          |                   |                   |                   |    |
|-------------|--------------------|--------------------------|-------------------|-------------------|-------------------|----|
| SU          | M                  | TU                       | W                 | TH                | FR                | SA |
| 2           | 3<br>STAFF<br>DAY  | 4<br>STAFF<br>DAY        | 5<br>STAFF<br>DAY | 6<br>STAFF<br>DAY | 7<br>STAFF<br>DAY | 8  |
| 9           | 10<br>STAFF<br>DAY | 11<br>START<br>FIRST DAY | 12                | 13                | 14                | 15 |
| 16          | 17<br>TCC<br>Begin | 18                       | 19                | 20                | 21                | 22 |
| 23          | 24                 | 25                       | 26                | 27                | 28                | 29 |
| 30          | 31                 |                          |                   |                   |                   |    |

15 Student Days | 21 Teacher Days

| NOVEMBER 2026      |    |                      |                                |    |    |    |
|--------------------|----|----------------------|--------------------------------|----|----|----|
| SU                 | M  | TU                   | W                              | TH | FR | SA |
| 1                  | 2  | 3<br>Election<br>Day | 4                              | 5  | 6  | 7  |
| 8                  | 9  | 10                   | 11<br>CONFR<br>Veterans<br>Day | 12 | 13 | 14 |
| 15                 | 16 | 17                   | 18                             | 19 | 20 | 21 |
| 22                 | 23 | 24                   | 25                             | 26 | 27 | 28 |
| THANKSGIVING BREAK |    |                      |                                |    |    |    |
| 29                 | 30 |                      |                                |    |    |    |

14 Student Days | 15 Teacher Days

| FEBRUARY 2027 |  |    |    |    |    |    |
|---------------|--|----|----|----|----|----|
| SU            | M  | TU | W  | TH | FR | SA |
|               | 1  | 2  | 3  | 4  | 5  | 6  |
| 7             | 8  | 9  | 10 | 11 | 12 | 13 |
| 14            | 15<br>CONFR<br>TELPAS<br>Presidents<br>Day | 16 | 17 | 18 | 19 | 20 |
| 21            | 22   | 23 | 24 | 25 | 26 | 27 |
| 28            |  |    |    |    |    |    |

19 Student Days | 20 Teacher Days

| MAY 2027 |                       |    |                       |                    |                              |    |
|----------|-----------------------|----|-----------------------|--------------------|------------------------------|----|
| SU       | M                     | TU | W                     | TH                 | FR                           | SA |
| 2        | 3                     | 4  | 5                     | 6                  | 7                            | 8  |
| 9        | 10                    | 11 | 12<br>TCC End         | 13                 | 14                           | 15 |
| 16       | 17                    | 18 | 19                    | 20                 | 21                           | 22 |
| 23       | 24                    | 25 | 26<br>END<br>LAST DAY | 27<br>STAFF<br>DAY | 28<br>Summer<br>STAFF<br>DAY | 29 |
| 30       | 31<br>Memorial<br>Day |    |                       |                    |                              |    |

18 Student Days | 19 Teacher Days

| SEPTEMBER 2026 |                |    |    |    |    |    |
|----------------|----------------|----|----|----|----|----|
| SU             | M              | TU | W  | TH | FR | SA |
|                |                | 1  | 2  | 3  | 4  | 5  |
| 6              | 7<br>Labor Day | 8  | 9  | 10 | 11 | 12 |
| 13             | 14             | 15 | 16 | 17 | 18 | 19 |
| 20             | 21             | 22 | 23 | 24 | 25 | 26 |
| 27             | 28             | 29 | 30 |    |    |    |

21 Student Days | 21 Teacher Days

| DECEMBER 2026 |                      |                   |              |                       |                    |    |
|---------------|----------------------|-------------------|--------------|-----------------------|--------------------|----|
| SU            | M                    | TU                | W            | TH                    | FR                 | SA |
|               |                      | 1<br>STAAR<br>EOC | 2            | 3                     | 4                  | 5  |
| 6             | 7                    | 8                 | 9<br>TCC End | 10                    | 11                 | 12 |
| 13            | 14<br>TCC<br>Holiday | 15                | 16           | 17<br>END<br>SEMESTER | 18<br>STAFF<br>DAY | 19 |
| 20            | 21                   | 22                | 23           | 24                    | 25                 | 26 |
| WINTER BREAK  |                      |                   |              |                       |                    |    |
| 27            | 28                   | 29                | 30           | 31                    |                    |    |

13 Student Days | 14 Teacher Days

| MARCH 2027   |                            |                      |    |    |                      |    |
|--------------|----------------------------|----------------------|----|----|----------------------|----|
| SU           | M                          | TU                   | W  | TH | FR                   | SA |
|              | 1                          | 2                    | 3  | 4  | 5                    | 6  |
| 7            | 8                          | 9                    | 10 | 11 | 12                   | 13 |
| 14           | 15                         | 16                   | 17 | 18 | 19                   | 20 |
| SPRING BREAK |                            |                      |    |    |                      |    |
| 21           | 22                         | 23<br>STAAR<br>Alt 2 | 24 | 25 | 26<br>Good<br>Friday | 27 |
| 28           | 29<br>Chavez<br>Huerta Day | 30                   | 31 |    |                      |    |

16 Student Days | 16 Teacher Days

| JUNE 2027 |                    |                      |                    |                     |   |                  |
|-----------|--------------------|----------------------|--------------------|---------------------|---|------------------|
| SU        | M                  | TU                   | W                  | TH                  | FR                                      | SA               |
|           |                    | 1<br>Summer<br>START | 2                  | 3                   | 4                                       | 5                |
| 6         | 7                  | 8                    | 9                  | 10                  | 11                                      | 12               |
| 13        | 14                 | 15<br>STAAR<br>EOC   | 16<br>STAAR<br>EOC | 17<br>STAAR<br>EOC  | 18<br>June 19 <sup>th</sup><br>Observed | 19<br>Juneteenth |
| 20        | 21<br>STAAR<br>EOC | 22<br>STAAR<br>EOC   | 23<br>STAAR<br>EOC | 24<br>Summer<br>END | 25                                      | 26               |
| 27        | 28                 | 29                   | 30                 |                     |   |                  |

21 Workdays

175 Student Days x 450 Minutes  
= 78,750 Instructional Minutes

187 Teacher Days

District Holiday

Conference Day (No Students)

Summer School (ES/MS Only)

State Testing

Staff Day (No Students) \*

**Note:** Staff Day types (Campus/District Professional Learning, Teacher Prep) will be determined at a later date.

**DRAFT 11/10/2025**  
DATES SUBJECT TO CHANGE  
**Board Approval Pending**

# Fort Worth ISD 2026-2027 ECHS Calendar DRAFT

| JULY 2026 |    |    |    |    |                                       |                           |
|-----------|----|----|----|----|---------------------------------------|---------------------------|
| SU        | M  | TU | W  | TH | FR                                    | SA                        |
|           |    |    | 1  | 2  | 3<br>July 4 <sup>th</sup><br>Observed | 4<br>July 4 <sup>th</sup> |
| 5         | 6  | 7  | 8  | 9  | 10                                    | 11                        |
| 12        | 13 | 14 | 15 | 16 | 17                                    | 18                        |
| 19        | 20 | 21 | 22 | 23 | 24                                    | 25                        |
| 26        | 27 | 28 | 29 | 30 | 31                                    | AUGUST<br>1               |

22 Workdays

| OCTOBER 2026 |                                  |    |    |    |    |    |
|--------------|----------------------------------|----|----|----|----|----|
| SU           | M                                | TU | W  | TH | FR | SA |
|              |                                  |    |    | 1  | 2  | 3  |
| 4            | 5                                | 6  | 7  | 8  | 9  | 10 |
| 11           | 12<br>Indigenous<br>Peoples' Day | 13 | 14 | 15 | 16 | 17 |
| 18           | 19                               | 20 | 21 | 22 | 23 | 24 |
| 25           | 26                               | 27 | 28 | 29 | 30 | 31 |

22 Student Days | 22 Teacher Days

| JANUARY 2027 |                      |                         |                         |                   |                      |    |
|--------------|----------------------|-------------------------|-------------------------|-------------------|----------------------|----|
| SU           | M                    | TU                      | W                       | TH                | FR                   | SA |
|              |                      |                         |                         |                   | 1<br>WINTER<br>BREAK | 2  |
| 3            | 4<br>WINTER<br>BREAK | 5<br>WINTER<br>BREAK    | 6<br>WINTER<br>BREAK    | 7<br>STAFF<br>DAY | 8<br>STAFF<br>DAY    | 9  |
| 10           | 11<br>STAFF<br>DAY   | 12<br>CONFERENCE<br>DAY | 13<br>START<br>SEMESTER | 14                | 15                   | 16 |
| 17           | 18<br>MLK            | 19<br>TCC<br>Begin      | 20                      | 21                | 22                   | 23 |
| 24           | 25                   | 26                      | 27                      | 28                | 29                   | 30 |
| 31           |                      |                         |                         |                   |                      |    |

12 Student Days | 16 Teacher Days

| APRIL 2027 |    |            |    |    |    |          |
|------------|----|------------|----|----|----|----------|
| SU         | M  | TU         | W  | TH | FR | SA       |
|            |    |            |    | 1  | 2  | 3        |
| 4          | 5  | 6<br>STAAR | 7  | 8  | 9  | 10       |
| 11         | 12 | 13         | 14 | 15 | 16 | 17       |
| 18         | 19 | 20         | 21 | 22 | 23 | 24       |
| 25         | 26 | 27         | 28 | 29 | 30 | MAY<br>1 |

22 Student Days | 22 Teacher Days

| JULY 2027                 |                                       |    |    |    |    |    |
|---------------------------|---------------------------------------|----|----|----|----|----|
| SU                        | M                                     | TU | W  | TH | FR | SA |
|                           |                                       |    |    | 1  | 2  | 3  |
| 4<br>July 4 <sup>th</sup> | 5<br>July 4 <sup>th</sup><br>Observed | 6  | 7  | 8  | 9  | 10 |
| 11                        | 12                                    | 13 | 14 | 15 | 16 | 17 |
| 18                        | 19                                    | 20 | 21 | 22 | 23 | 24 |
| 25                        | 26                                    | 27 | 28 | 29 | 30 | 31 |

21 Workdays

| AUGUST 2026 |                    |                          |                   |                   |                   |    |
|-------------|--------------------|--------------------------|-------------------|-------------------|-------------------|----|
| SU          | M                  | TU                       | W                 | TH                | FR                | SA |
| 2           | 3<br>STAFF<br>DAY  | 4<br>STAFF<br>DAY        | 5<br>STAFF<br>DAY | 6<br>STAFF<br>DAY | 7<br>STAFF<br>DAY | 8  |
| 9           | 10<br>STAFF<br>DAY | 11<br>START<br>FIRST DAY | 12                | 13                | 14                | 15 |
| 16          | 17<br>TCC<br>Begin | 18                       | 19                | 20                | 21                | 22 |
| 23          | 24                 | 25                       | 26                | 27                | 28                | 29 |
| 30          | 31                 |                          |                   |                   |                   |    |

15 Student Days | 21 Teacher Days

| NOVEMBER 2026      |    |                      |                       |    |    |    |
|--------------------|----|----------------------|-----------------------|----|----|----|
| SU                 | M  | TU                   | W                     | TH | FR | SA |
| 1                  | 2  | 3<br>Election<br>Day | 4                     | 5  | 6  | 7  |
| 8                  | 9  | 10                   | 11<br>Veterans<br>Day | 12 | 13 | 14 |
| 15                 | 16 | 17                   | 18                    | 19 | 20 | 21 |
| 22                 | 23 | 24                   | 25                    | 26 | 27 | 28 |
| THANKSGIVING BREAK |    |                      |                       |    |    |    |
| 29                 | 30 |                      |                       |    |    |    |

16 Student Days | 16 Teacher Days

| FEBRUARY 2027 |                                   |    |    |    |    |    |
|---------------|-----------------------------------|----|----|----|----|----|
| SU            | M                                 | TU | W  | TH | FR | SA |
|               | 1                                 | 2  | 3  | 4  | 5  | 6  |
| 7             | 8                                 | 9  | 10 | 11 | 12 | 13 |
| 14            | 15<br>TELPAS<br>Presidents<br>Day | 16 | 17 | 18 | 19 | 20 |
| 21            | 22                                | 23 | 24 | 25 | 26 | 27 |
| 28            |                                   |    |    |    |    |    |

20 Student Days | 20 Teacher Days

| MAY 2027 |                       |    |                       |                    |    |    |
|----------|-----------------------|----|-----------------------|--------------------|----|----|
| SU       | M                     | TU | W                     | TH                 | FR | SA |
| 2        | 3                     | 4  | 5                     | 6                  | 7  | 8  |
| 9        | 10                    | 11 | 12<br>TCC End         | 13                 | 14 | 15 |
| 16       | 17                    | 18 | 19                    | 20                 | 21 | 22 |
| 23       | 24                    | 25 | 26<br>END<br>LAST DAY | 27<br>STAFF<br>DAY | 28 | 29 |
| 30       | 31<br>Memorial<br>Day |    |                       |                    |    |    |

18 Student Days | 19 Teacher Days

| SEPTEMBER 2026 |                |    |    |    |    |    |
|----------------|----------------|----|----|----|----|----|
| SU             | M              | TU | W  | TH | FR | SA |
|                |                | 1  | 2  | 3  | 4  | 5  |
| 6              | 7<br>Labor Day | 8  | 9  | 10 | 11 | 12 |
| 13             | 14             | 15 | 16 | 17 | 18 | 19 |
| 20             | 21             | 22 | 23 | 24 | 25 | 26 |
| 27             | 28             | 29 | 30 |    |    |    |

21 Student Days | 21 Teacher Days

| DECEMBER 2026 |    |                       |                    |                       |                       |    |
|---------------|----|-----------------------|--------------------|-----------------------|-----------------------|----|
| SU            | M  | TU                    | W                  | TH                    | FR                    | SA |
|               |    | 1<br>STAAR<br>EOC     | 2                  | 3                     | 4                     | 5  |
| 6             | 7  | 8                     | 9<br>TCC End       | 10                    | 11                    | 12 |
| 13            | 14 | 15<br>END<br>SEMESTER | 16<br>STAFF<br>DAY | 17<br>WINTER<br>BREAK | 18<br>WINTER<br>BREAK | 19 |
| 20            | 21 | 22                    | 23                 | 24                    | 25                    | 26 |
| WINTER BREAK  |    |                       |                    |                       |                       |    |
| 27            | 28 | 29                    | 30                 | 31                    |                       |    |

11 Student Days | 12 Teacher Days

| MARCH 2027   |                            |                      |    |    |                      |    |
|--------------|----------------------------|----------------------|----|----|----------------------|----|
| SU           | M                          | TU                   | W  | TH | FR                   | SA |
|              | 1                          | 2                    | 3  | 4  | 5                    | 6  |
| 7            | 8                          | 9                    | 10 | 11 | 12                   | 13 |
| 14           | 15                         | 16                   | 17 | 18 | 19                   | 20 |
| SPRING BREAK |                            |                      |    |    |                      |    |
| 21           | 22                         | 23<br>STAAR<br>Alt 2 | 24 | 25 | 26<br>Good<br>Friday | 27 |
| 28           | 29<br>Chávez<br>Huerta Day | 30                   | 31 |    |                      |    |

18 Student Days | 18 Teacher Days

| JUNE 2027 |    |                    |    |    |   |                  |
|-----------|----|--------------------|----|----|---|------------------|
| SU        | M  | TU                 | W  | TH | FR                                      | SA               |
|           |    | 1                  | 2  | 3  | 4                                       | 5                |
| 6         | 7  | 8                  | 9  | 10 | 11                                      | 12               |
| 13        | 14 | 15<br>STAAR<br>EOC | 16 | 17 | 18<br>June 19 <sup>th</sup><br>Observed | 19<br>Juneteenth |
| 20        | 21 | 22                 | 23 | 24 | 25                                      | 26               |
| 27        | 28 | 29                 | 30 |    |   |                  |

21 Workdays

175 Student Days x 450 Minutes  
= 78,750 Instructional Minutes

187 Teacher Days

District Holiday

Conference Day (No Students)

State Testing

Staff Day (No Students) \*

**Note:** Staff Day types (Campus/District Professional Learning, Teacher Prep) will be determined at a later date.

**DRAFT 11/10/2025**  
DATES SUBJECT TO CHANGE  
Board Approval Pending

# Fort Worth ISD 2026-2027 ASDY (Full Year) Calendar **DRAFT**

| JULY 2026 |                 |                 |                 |                 |                                       |                           |
|-----------|-----------------|-----------------|-----------------|-----------------|---------------------------------------|---------------------------|
| SU        | M               | TU              | W               | TH              | FR                                    | SA                        |
|           |                 |                 | 1               | 2               | 3<br>July 4 <sup>th</sup><br>Observed | 4<br>July 4 <sup>th</sup> |
| 5         | 6               | 7               | 8               | 9               | 10                                    | 11                        |
| 12        | 13              | 14              | 15              | 16              | 17                                    | 18                        |
| 19        | 20              | 21              | 22              | 23              | 24                                    | 25                        |
| 26        | 27<br>STAFF DAY | 28<br>STAFF DAY | 29<br>STAFF DAY | 30<br>STAFF DAY | 31<br>STAFF DAY                       | AUGUST 1                  |

22 Workdays | 5 Teacher Days

| OCTOBER 2026 |                               |    |            |                |                 |    |
|--------------|-------------------------------|----|------------|----------------|-----------------|----|
| SU           | M                             | TU | W          | TH             | FR              | SA |
|              |                               |    |            | 1              | 2               | 3  |
| 4            | 5                             | 6  | 7          | 8<br>STAFF DAY | 9<br>FALL BREAK | 10 |
| 11           | 12<br>Indigenous Peoples' Day | 13 | 14         | 15             | 16              | 17 |
| 18           | 19                            | 20 | 21<br>ADSY | 22             | 23              | 24 |
| 25           | 26                            | 27 | 28<br>ADSY | 29             | 30              | 31 |

19 Student Days | 20 Teacher Days

| JANUARY 2027 |                |                     |            |    |                   |    |
|--------------|----------------|---------------------|------------|----|-------------------|----|
| SU           | M              | TU                  | W          | TH | FR                | SA |
|              |                |                     |            |    | 1<br>WINTER BREAK | 2  |
| 3            | 4<br>STAFF DAY | 5<br>START SEMESTER | 6          | 7  | 8                 | 9  |
| 10           | 11             | 12                  | 13<br>ADSY | 14 | 15                | 16 |
| 17           | 18<br>MLK      | 19                  | 20         | 21 | 22                | 23 |
| 24           | 25             | 26                  | 27<br>ADSY | 28 | 29                | 30 |
| 31           |                |                     |            |    |                   |    |

18 Student Days | 19 Teacher Days

| APRIL 2027 |    |            |    |    |    |       |
|------------|----|------------|----|----|----|-------|
| SU         | M  | TU         | W  | TH | FR | SA    |
|            |    |            |    | 1  | 2  | 3     |
| 4          | 5  | 6<br>STAAR | 7  | 8  | 9  | 10    |
| 11         | 12 | 13         | 14 | 15 | 16 | 17    |
| 18         | 19 | 20         | 21 | 22 | 23 | 24    |
| 25         | 26 | 27         | 28 | 29 | 30 | MAY 1 |

22 Student Days | 22 Teacher Days

| JULY 2027                 |                                       |    |    |    |    |    |
|---------------------------|---------------------------------------|----|----|----|----|----|
| SU                        | M                                     | TU | W  | TH | FR | SA |
|                           |                                       |    |    | 1  | 2  | 3  |
| 4<br>July 4 <sup>th</sup> | 5<br>July 4 <sup>th</sup><br>Observed | 6  | 7  | 8  | 9  | 10 |
| 11                        | 12                                    | 13 | 14 | 15 | 16 | 17 |
| 18                        | 19                                    | 20 | 21 | 22 | 23 | 24 |
| 25                        | 26                                    | 27 | 28 | 29 | 30 | 31 |

21 Workdays

| AUGUST 2026 |                |                      |            |    |    |    |
|-------------|----------------|----------------------|------------|----|----|----|
| SU          | M              | TU                   | W          | TH | FR | SA |
| 2           | 3<br>STAFF DAY | 4<br>START FIRST DAY | 5          | 6  | 7  | 8  |
| 9           | 10             | 11                   | 12<br>ADSY | 13 | 14 | 15 |
| 16          | 17             | 18                   | 19<br>ADSY | 20 | 21 | 22 |
| 23          | 24             | 25                   | 26<br>ADSY | 27 | 28 | 29 |
| 30          | 31             |                      |            |    |    |    |

20 Student Days | 21 Teacher Days

| NOVEMBER 2026      |    |                   |                          |    |    |    |
|--------------------|----|-------------------|--------------------------|----|----|----|
| SU                 | M  | TU                | W                        | TH | FR | SA |
| 1                  | 2  | 3<br>Election Day | 4                        | 5  | 6  | 7  |
| 8                  | 9  | 10                | 11<br>CONFR Veterans Day | 12 | 13 | 14 |
| 15                 | 16 | 17                | 18<br>ADSY               | 19 | 20 | 21 |
| 22                 | 23 | 24                | 25                       | 26 | 27 | 28 |
| THANKSGIVING BREAK |    |                   |                          |    |    |    |
| 29                 | 30 |                   |                          |    |    |    |

14 Student Days | 15 Teacher Days

| FEBRUARY 2027 |                                   |    |            |    |    |    |
|---------------|-----------------------------------|----|------------|----|----|----|
| SU            | M                                 | TU | W          | TH | FR | SA |
|               | 1                                 | 2  | 3<br>ADSY  | 4  | 5  | 6  |
| 7             | 8                                 | 9  | 10<br>ADSY | 11 | 12 | 13 |
| 14            | 15<br>CONFR TELPAS Presidents Day | 16 | 17         | 18 | 19 | 20 |
| 21            | 22                                | 23 | 24<br>ADSY | 25 | 26 | 27 |
| 28            |                                   |    |            |    |    |    |

19 Student Days | 20 Teacher Days

| MAY 2027 |                    |    |            |    |    |    |
|----------|--------------------|----|------------|----|----|----|
| SU       | M                  | TU | W          | TH | FR | SA |
| 2        | 3                  | 4  | 5<br>ADSY  | 6  | 7  | 8  |
| 9        | 10                 | 11 | 12<br>ADSY | 13 | 14 | 15 |
| 16       | 17                 | 18 | 19<br>ADSY | 20 | 21 | 22 |
| 23       | 24                 | 25 | 26<br>ADSY | 27 | 28 | 29 |
| 30       | 31<br>Memorial Day |    |            |    |    |    |

20 Student Days | 20 Teacher Days

| SEPTEMBER 2026 |                |    |            |    |    |    |
|----------------|----------------|----|------------|----|----|----|
| SU             | M              | TU | W          | TH | FR | SA |
|                |                | 1  | 2<br>ADSY  | 3  | 4  | 5  |
| 6              | 7<br>Labor Day | 8  | 9          | 10 | 11 | 12 |
| 13             | 14             | 15 | 16<br>ADSY | 17 | 18 | 19 |
| 20             | 21             | 22 | 23<br>ADSY | 24 | 25 | 26 |
| 27             | 28             | 29 | 30<br>ADSY |    |    |    |

21 Student Days | 21 Teacher Days

| DECEMBER 2026 |    |                |           |                    |                 |    |
|---------------|----|----------------|-----------|--------------------|-----------------|----|
| SU            | M  | TU             | W         | TH                 | FR              | SA |
|               |    | 1<br>STAAR EOC | 2<br>ADSY | 3                  | 4               | 5  |
| 6             | 7  | 8              | 9<br>ADSY | 10                 | 11              | 12 |
| 13            | 14 | 15             | 16        | 17<br>END SEMESTER | 18<br>STAFF DAY | 19 |
| 20            | 21 | 22             | 23        | 24                 | 25              | 26 |
| WINTER BREAK  |    |                |           |                    |                 |    |
| 27            | 28 | 29             | 30        | 31                 |                 |    |

13 Student Days | 14 Teacher Days

| MARCH 2027   |                         |                   |            |    |                   |    |
|--------------|-------------------------|-------------------|------------|----|-------------------|----|
| SU           | M                       | TU                | W          | TH | FR                | SA |
|              | 1                       | 2                 | 3<br>ADSY  | 4  | 5                 | 6  |
| 7            | 8                       | 9                 | 10<br>ADSY | 11 | 12                | 13 |
| 14           | 15                      | 16                | 17         | 18 | 19                | 20 |
| SPRING BREAK |                         |                   |            |    |                   |    |
| 21           | 22                      | 23<br>STAAR Alt 2 | 24         | 25 | 26<br>Good Friday | 27 |
| 28           | 29<br>Chavez Huerta Day | 30                | 31<br>ADSY |    |                   |    |

16 Student Days | 16 Teacher Days

| JUNE 2027 |                 |                 |           |    |   |                  |
|-----------|-----------------|-----------------|-----------|----|---|------------------|
| SU        | M               | TU              | W         | TH | FR                                      | SA               |
|           |                 | 1               | 2         | 3  | 4                                       | 5                |
| 6         | 7               | 8               | 9<br>ADSY | 10 | 11                                      | 12               |
| 13        | 14              | 15<br>STAAR EOC | 16        | 17 | 18<br>June 19 <sup>th</sup><br>Observed | 19<br>Juneteenth |
| 20        | 21              | 22              | 23        | 24 | 25<br>END LAST DAY                      | 26               |
| 27        | 28<br>STAFF DAY | 29              | 30        |    |   |                  |

18 Student Days | 19 Teacher Days

175 Student Days  
+ 25 ADSY = 200 Student Days

187 Teacher Days  
+ 25 ADSY = 212 Teacher Days

District Holiday

Conference Day (No Students)

State Testing

Staff Day (No Students) \*

**Note:** Staff Day types (Campus/District Professional Learning, Teacher Prep) will be determined at a later date.

**DRAFT 11/10/2025**  
DATES SUBJECT TO CHANGE  
**Board Approval Pending**

# Fort Worth ISD 2026-2027 Intersession Calendar **DRAFT**

| JULY 2026 |    |    |    |    |                                       |                           |
|-----------|----|----|----|----|---------------------------------------|---------------------------|
| SU        | M  | TU | W  | TH | FR                                    | SA                        |
|           |    |    | 1  | 2  | 3<br>July 4 <sup>th</sup><br>Observed | 4<br>July 4 <sup>th</sup> |
| 5         | 6  | 7  | 8  | 9  | 10                                    | 11                        |
| 12        | 13 | 14 | 15 | 16 | 17                                    | 18                        |
| 19        | 20 | 21 | 22 | 23 | 24                                    | 25                        |
| 26        | 27 | 28 | 29 | 30 | 31                                    | AUGUST<br>1               |

22 Workdays

| OCTOBER 2026 |                                  |    |    |                   |                    |    |
|--------------|----------------------------------|----|----|-------------------|--------------------|----|
| SU           | M                                | TU | W  | TH                | FR                 | SA |
|              |                                  |    |    | 1                 | 2                  | 3  |
| 4            | 5                                | 6  | 7  | 8<br>STAFF<br>DAY | 9<br>FALL<br>BREAK | 10 |
| 11           | 12<br>Indigenous<br>Peoples' Day | 13 | 14 | 15                | 16                 | 17 |
| 18           | 19<br>INTER                      | 20 | 21 | 22                | 23                 | 24 |
| 25           | 26                               | 27 | 28 | 29                | 30                 | 31 |

14 Student Days | 15 Teacher Days

| JANUARY 2027 |                   |                        |    |    |                      |    |
|--------------|-------------------|------------------------|----|----|----------------------|----|
| SU           | M                 | TU                     | W  | TH | FR                   | SA |
|              |                   |                        |    |    | 1<br>WINTER<br>BREAK | 2  |
| 3            | 4<br>STAFF<br>DAY | 5<br>START<br>SEMESTER | 6  | 7  | 8                    | 9  |
| 10           | 11                | 12                     | 13 | 14 | 15                   | 16 |
| 17           | 18<br>MLK         | 19<br>TCC<br>Begin     | 20 | 21 | 22                   | 23 |
| 24           | 25                | 26                     | 27 | 28 | 29                   | 30 |
| 31           |                   |                        |    |    |                      |    |

18 Student Days | 19 Teacher Days

| APRIL 2027 |    |            |    |    |    |          |
|------------|----|------------|----|----|----|----------|
| SU         | M  | TU         | W  | TH | FR | SA       |
|            |    |            |    | 1  | 2  | 3        |
| 4          | 5  | 6<br>STAAR | 7  | 8  | 9  | 10       |
| 11         | 12 | 13         | 14 | 15 | 16 | 17       |
| 18         | 19 | 20         | 21 | 22 | 23 | 24       |
| 25         | 26 | 27         | 28 | 29 | 30 | MAY<br>1 |

22 Student Days | 22 Teacher Days

| JULY 2027                 |                                       |    |    |    |    |    |
|---------------------------|---------------------------------------|----|----|----|----|----|
| SU                        | M                                     | TU | W  | TH | FR | SA |
|                           |                                       |    |    | 1  | 2  | 3  |
| 4<br>July 4 <sup>th</sup> | 5<br>July 4 <sup>th</sup><br>Observed | 6  | 7  | 8  | 9  | 10 |
| 11                        | 12                                    | 13 | 14 | 15 | 16 | 17 |
| 18                        | 19                                    | 20 | 21 | 22 | 23 | 24 |
| 25                        | 26                                    | 27 | 28 | 29 | 30 | 31 |

21 Workdays

| AUGUST 2026 |                    |                          |                   |                   |                   |    |
|-------------|--------------------|--------------------------|-------------------|-------------------|-------------------|----|
| SU          | M                  | TU                       | W                 | TH                | FR                | SA |
| 2           | 3<br>STAFF<br>DAY  | 4<br>STAFF<br>DAY        | 5<br>STAFF<br>DAY | 6<br>STAFF<br>DAY | 7<br>STAFF<br>DAY | 8  |
| 9           | 10<br>STAFF<br>DAY | 11<br>START<br>FIRST DAY | 12                | 13                | 14                | 15 |
| 16          | 17                 | 18                       | 19                | 20                | 21                | 22 |
| 23          | 24                 | 25                       | 26                | 27                | 28                | 29 |
| 30          | 31                 |                          |                   |                   |                   |    |

15 Student Days | 21 Teacher Days

| NOVEMBER 2026 |    |                      |                                |    |    |    |
|---------------|----|----------------------|--------------------------------|----|----|----|
| SU            | M  | TU                   | W                              | TH | FR | SA |
| 1             | 2  | 3<br>Election<br>Day | 4                              | 5  | 6  | 7  |
| 8             | 9  | 10                   | 11<br>CONFR<br>Veterans<br>Day | 12 | 13 | 14 |
| 15            | 16 | 17                   | 18                             | 19 | 20 | 21 |
| 22            | 23 | 24                   | 25                             | 26 | 27 | 28 |
| 29            | 30 |                      |                                |    |    |    |

14 Student Days | 15 Teacher Days

| FEBRUARY 2027 |  |    |    |    |    |    |
|---------------|--|----|----|----|----|----|
| SU            | M  | TU | W  | TH | FR | SA |
|               | 1  | 2  | 3  | 4  | 5  | 6  |
| 7             | 8  | 9  | 10 | 11 | 12 | 13 |
| 14            | 15<br>CONFR<br>TELPAS<br>Presidents<br>Day | 16 | 17 | 18 | 19 | 20 |
| 21            | 22   | 23 | 24 | 25 | 26 | 27 |
| 28            |  |    |    |    |    |    |

19 Student Days | 20 Teacher Days

| MAY 2027 |                       |    |    |    |    |    |
|----------|-----------------------|----|----|----|----|----|
| SU       | M                     | TU | W  | TH | FR | SA |
| 2        | 3                     | 4  | 5  | 6  | 7  | 8  |
| 9        | 10                    | 11 | 12 | 13 | 14 | 15 |
| 16       | 17                    | 18 | 19 | 20 | 21 | 22 |
| 23       | 24                    | 25 | 26 | 27 | 28 | 29 |
| 30       | 31<br>Memorial<br>Day |    |    |    |    |    |

20 Student Days | 20 Teacher Days

| SEPTEMBER 2026 |                |    |    |    |    |    |
|----------------|----------------|----|----|----|----|----|
| SU             | M              | TU | W  | TH | FR | SA |
|                |                | 1  | 2  | 3  | 4  | 5  |
| 6              | 7<br>Labor Day | 8  | 9  | 10 | 11 | 12 |
| 13             | 14             | 15 | 16 | 17 | 18 | 19 |
| 20             | 21             | 22 | 23 | 24 | 25 | 26 |
| 27             | 28             | 29 | 30 |    |    |    |

21 Student Days | 21 Teacher Days

| DECEMBER 2026 |    |                   |    |                       |                    |    |
|---------------|----|-------------------|----|-----------------------|--------------------|----|
| SU            | M  | TU                | W  | TH                    | FR                 | SA |
|               |    | 1<br>STAAR<br>EOC | 2  | 3                     | 4                  | 5  |
| 6             | 7  | 8                 | 9  | 10                    | 11                 | 12 |
| 13            | 14 | 15                | 16 | 17<br>END<br>SEMESTER | 18<br>STAFF<br>DAY | 19 |
| 20            | 21 | 22                | 23 | 24                    | 25                 | 26 |
| 27            | 28 | 29                | 30 | 31                    |                    |    |

13 Student Days | 14 Teacher Days

| MARCH 2027 |                            |                      |    |    |                      |    |
|------------|----------------------------|----------------------|----|----|----------------------|----|
| SU         | M                          | TU                   | W  | TH | FR                   | SA |
|            | 1                          | 2                    | 3  | 4  | 5                    | 6  |
| 7          | 8                          | 9                    | 10 | 11 | 12                   | 13 |
| 14         | 15                         | 16                   | 17 | 18 | 19                   | 20 |
| 21         | 22                         | 23<br>STAAR<br>Alt 2 | 24 | 25 | 26<br>Good<br>Friday | 27 |
| 28         | 29<br>Chavez<br>Huerta Day | 30                   | 31 |    |                      |    |

11 Student Days | 11 Teacher Days

| JUNE 2027 |                    |                    |    |    |   |                  |
|-----------|--------------------|--------------------|----|----|---|------------------|
| SU        | M                  | TU                 | W  | TH | FR                                      | SA               |
|           |                    | 1                  | 2  | 3  | 4                                       | 5                |
| 6         | 7                  | 8                  | 9  | 10 | 11<br>END<br>LAST DAY                   | 12               |
| 13        | 14<br>STAFF<br>DAY | 15<br>STAAR<br>EOC | 16 | 17 | 18<br>June 19 <sup>th</sup><br>Observed | 19<br>Juneleenth |
| 20        | 21                 | 22                 | 23 | 24 | 25                                      | 26               |
| 27        | 28                 | 29                 | 30 |    |   |                  |

9 Student Days | 10 Teacher Days

175 Student Days x 450 Minutes  
= 78,750 Instructional Minutes

187 Teacher Days

District Holiday

Conference Day (No Students)

Intersession

State Testing

Staff Day (No Students) \*

**Note:** Staff Day types (Campus/District Professional Learning, Teacher Prep) will be determined at a later date.

**DRAFT 11/10/2025**  
DATES SUBJECT TO CHANGE  
**Board Approval Pending**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ACTION AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE REVISIONS TO BOARD POLICIES FDA (LOCAL), FDB (LOCAL), AND EHBG (LOCAL) – WAIVER OF FIRST READING**

**EXECUTIVE SUMMARY:**

This District is committed to creating a more accessible, transparent, and equitable enrollment experience for all FWISD families. The District aims to ensure every student has access to high-quality educational opportunities. Board Policies FDA (LOCAL) and FDB (LOCAL) address in-district and out-of-district student transfers rules, including rules related to admission into the District's Schools of Choice. Additionally, Board Policy EHBG (LOCAL) addresses the admission priorities for the District's prekindergarten program. Following a review of the District's current policies, the District is recommending moving a majority of the current policy language to District administrative regulations. This change will give the District's administration the flexibility to update admission priorities each year based on any relevant changes to District programs, schools, and student enrollment numbers. Additionally, these changes more closely align with TASB recommended policy language for FDA, FDB, and EHBG.

**RECOMMENDATION:**

Approve Revisions to Board Policies FDA(LOCAL), FDB (LOCAL), and EHBG (LOCAL) – Waiver of First Reading

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Districtwide

**INFORMATION SOURCE:**

Sid Pounds, Asst. General Counsel

|  |   |
|--|---|
| <b>Authority</b>   | The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, ancestral language, sexual orientation, or gender identity or expression.   |
| <b>Factors</b>   | In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.  |
| <b>Transfer Requests</b>                                   | A nonresident student wishing to transfer into the District shall file an application for transfer with the Superintendent or designee <b>in accordance with District administrative regulations.</b>   |
| Change of Residence  | A District student who moves out of his or her school attendance zone or out of the District during a school year shall be permitted to continue in attendance at the current school for the remainder of the school year.  |
| Transfers for Schools of Choice/ <b>Programs of Choice</b> | <p>A nonresident student may make application for admission into a School of Choice by the application deadline established annually by the District. Selection for a School of Choice/<b>Programs of Choice</b> shall be based on a lottery system. <b>Priority will be determined by the Superintendent or designee and outlined in District guidelines.</b> <del>as well as the following characteristics of each applicant, in this order of priority:</del></p> <ol style="list-style-type: none"><li><del>1.— A resident sibling of a student currently enrolled at the requested School of Choice.</del></li><li><del>2.— A child of a resident District employee.</del></li><li><del>3.— A resident of the District.</del></li><li><del>4.— A child of a nonresident District employee.</del></li><li><del>5.— A nonresident student, subject to tuition.</del></li></ol> |
| <del>Transfers for Programs of Choice</del>                | <p><del>A nonresident student must make application for admission into a Program of Choice by the application deadline established annually by the District for consideration of acceptance. Selection for a Program of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:</del></p> <ol style="list-style-type: none"><li><del>1.— A resident of the attendance area of the Program of Choice.</del></li><li><del>2.— A resident sibling of a student currently enrolled in a Program of Choice at the requested school.</del></li><li><del>3.— A child of a resident District employee.</del></li></ol>   |

~~4.—A resident of the District, but residing outside the attendance area of the requested Program of Choice.~~

~~5.—A child of a nonresident District employee.~~

~~6.—A nonresident student, subject to tuition.~~

~~A student may not gain acceptance into Schools of Choice through the open transfer process.~~

Open Transfers

Provided that a school or grade level has not reached capacity and that the school does not have a Program of Choice waiting list, a transfer request shall be considered and granted **based on priorities outlined in District guidelines**. ~~on the following characteristics of each applicant, in this order of priority:~~

~~1.—A PEG student applying from a school within the District.~~

~~2.—A resident sibling of a student currently enrolled at the requested school.~~

~~3.—A child of a resident District employee.~~

~~4.—A resident of the District residing outside the attendance area of the requested school.~~

~~5.—A child of a nonresident District employee.~~

~~6.—A PEG student applying from a school outside the District.~~

~~7.—A nonresident student, subject to tuition.~~

~~A student, once accepted as a nonresident transfer, shall be permitted to complete enrollment in the school specified in the transfer application. A change in schools shall require a new application for transfer.~~

~~Children of  
Nonresident  
District  
Employees~~

~~A nonresident full-time or part-time (but not substitute or temporary) employee may request that his or her child attend District schools on a tuition-waived basis. If the employee ceases to work for the District, his or her child shall be permitted to continue in school for the remainder of the school year. Thereafter, the child shall be charged the annual tuition as determined by the Board.~~

~~The student may attend the appropriate school in the pyramid where the parent works, depending on available space.~~

~~A student, once accepted as a nonresident transfer, shall be permitted to complete enrollment in the school specified in the transfer application. A change in schools shall require a new application for transfer.~~

|   |   |
|---|---|
| Transportation  | Transportation for a nonresident student who is granted a transfer to attend a District school shall be the responsibility of the parent or guardian or of the student.   |
| Transfer Agreements   | A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.  |
| <b>Withdrawing from a Program of Choice or School of Choice</b> | <p><del>A student who withdraws from any School of Choice or Program of Choice in which he or she is enrolled shall not be permitted to remain enrolled at the campus unless:</del></p> <ol style="list-style-type: none"><li><del>1. The student lives within the attendance area of the campus, if applicable; or</del></li><li><del>2. Space is available for the student to attend under the open transfer provisions of this policy, if applicable, and the principal approves an open transfer.</del></li></ol> <p><del>If the student does not continue enrollment at the campus, he or she shall be permitted to enroll in the campus located in the student's attendance area.</del></p> <p><del>If a student in grades 6–9 withdraws from a School of Choice or Program of Choice prior to the end of the first six-week grading period, a student on the waiting list for the School of Choice or Program of Choice shall be given an opportunity to enroll in the School of Choice or Program of Choice, in accordance with the priority order detailed in this policy.</del></p> |
| <b>Tuition</b>  | <p><del>The Board shall determine, within statutory limits, the amount of tuition to be charged. <b>If the District charges tuition, the amount shall be set by the Board, within statutory limits.</b></del></p>   |
| <del>Property Tax Offset</del>                                  | <p><del>A transfer student whose parent, guardian, or other person having sworn educational authority resides outside the District, but pays property taxes within the District shall be allowed to offset such property tax payments against tuition fees.</del></p> <p><del>Procedures for receiving a tuition reduction include:</del></p> <ol style="list-style-type: none"><li><del>1. The parent or guardian shall provide required documentation including:<ol style="list-style-type: none"><li><del>a. Documentation of tax payment.</del></li><li><del>b. Additional documentation required to determine ownership of the property if the parent or guardian is not listed as the owner.</del></li></ol></del></li></ol>  |

- ~~2.—The percentage of ownership of the assessed property by the parent or guardian shall determine the amount of tuition reduction.~~
- ~~3.—The calculation of the reduction in tuition shall be based on the documented payment of school taxes for the year preceding the enrollment of the student. The reduction shall be a dollar for dollar reduction based on the amount of tax paid.~~
- ~~4.—Based on the tuition rate approved by the Board, the amount of yearly tuition payments, including any reductions for property tax payment, shall be established by the administration prior to the student's enrollment in school. Once established, the yearly tuition payment amount shall not be adjusted or tuition payments refunded.~~

**Waivers**

~~In accordance with administrative procedures, the Superintendent may waive tuition:~~

- ~~1.—For an individual student based on financial hardship upon written application by the student, parent, or guardian [see FP]; or~~
- ~~2.—For interdistrict enrollment in designated District programs after accommodation of District students.~~

**Nonpayment**

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

**Appeals**

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

**District Students**

Attendance areas shall be established by the Board. Each student shall be expected to attend school in the attendance area in which he or she resides except as provided below. The purpose of attendance areas is to promote neighborhood schools. A student's primary "home school" is always in the attendance area where the student resides. [See FD]

A student whose parent moves during the school year from one attendance area to another within the District shall be permitted to attend the school in which he or she was originally registered for the remainder of the school year.

Change of  
Residence

A District student who moves out of his or her school attendance zone or out of the District during a school year shall be permitted to continue in attendance at the current school for the remainder of the school year.

**Reassignment  
Authority and  
Approval**

The Board delegates to the Superintendent or designee, inclusive of the principal when appropriate, the authority to assign and transfer any student from one school facility or classroom to another facility or classroom within the District.

**Transfers for  
Schools of  
Choice/Programs of  
Choice**

A student may make application for admission into a School of Choice by the application deadline established annually by the District. Selection for a School of Choice/**Programs of Choice** shall be based on a lottery system. **Priority will be determined by the Superintendent or designee and outlined in District guidelines.** ~~as well as the following characteristics of each applicant, in this order of priority:~~

- ~~1.— A resident sibling of a resident student currently enrolled at the requested School of Choice.~~
- ~~2.— A child of a resident District employee.~~
- ~~3.— A resident of the District.~~
- ~~4.— A child of a nonresident District employee.~~
- ~~5.— A nonresident student, subject to tuition.~~

**Transfers for  
Programs of Choice**

~~A student must make application for admission into a Program of Choice by the application deadline established annually by the District for consideration of acceptance. Selection for a Program of Choice shall be based on a lottery system as well as the following characteristics of each applicant, in this order of priority:~~

- ~~1.— A resident of the attendance area of the Program of Choice.~~
- ~~2.— A resident sibling of a resident student currently enrolled in a Program of Choice at the requested school.~~

~~3.— A child of a resident District employee.~~

~~4.— A resident of the District residing outside the attendance area of the requested Program of Choice.~~

~~5.— A child of a nonresident District employee.~~

~~6.— A nonresident student, subject to tuition.~~

~~A student may not gain acceptance into Schools of Choice through the open transfer process.~~

**Withdrawing from a Program of Choice or School of Choice**

~~A student who withdraws from any School of Choice or Program of Choice in which he or she is enrolled shall not be permitted to remain enrolled at the campus unless:~~

~~1.— The student lives within the attendance area of the campus, if applicable; or~~

~~2.— Space is available for the student to attend under the open transfer provisions of this policy, if applicable, and the principal approves an open transfer.~~

~~If the student does not continue enrollment at the campus, he or she shall be permitted to enroll in the campus located in the student's attendance area.~~

~~If a student in grades 6–9 withdraws from a School of Choice or Program of Choice prior to the end of the first six-week grading period, a student on the waiting list for the School of Choice or Program of Choice shall be given an opportunity to enroll in the School of Choice or Program of Choice, in accordance with the priority order detailed in this policy.~~

**Open Transfers**

Provided that a school or grade level has not reached capacity and that the school does not have a Program of Choice waiting list, a transfer request shall be considered and granted **based on priorities outlined in District guidelines**. ~~based on the following characteristics of each applicant, in this order of priority:~~

~~1.— A PEG student applying from a school within the District.~~

~~2.— A resident sibling of a resident student currently enrolled at the requested school.~~

~~3.— A child of a resident District employee.~~

~~4.— A resident of the District residing outside the attendance area of the requested school.~~

~~5.— A child of a nonresident District employee.~~

~~6.— A PEG student applying from a school outside the District.~~

~~7.—A nonresident student, subject to tuition.~~

**Medical  
Reassignments**

~~A reassignment may be granted, as determined by school authorities, for medical reasons. Documentation from a physician licensed to practice medicine shall be required, must describe the nature of the health problem, and set forth the reason a reassignment is medically necessary. A review team, consisting of the program director of health services, a physician, and a selected staff member shall screen each request for a medical reassignment.~~

**Guidelines for  
Transfers**

~~The following guidelines shall apply:~~

- ~~1.—Once a transfer is made outside of a student's attendance area, the school to which the student is reassigned shall become the student's secondary "home school."~~
- ~~2.—A transfer, once made, shall remain in effect as long as the student is in the same school.~~
- ~~3.—A transfer in prekindergarten and kindergarten may be granted so long as space is available at the receiving school. A prekindergarten transfer shall be granted for one year only. A kindergarten transfer shall remain in effect through grade 5.~~
- ~~4.—A student shall have the right at all times to return to his or her primary "home school" or primary "home school" pyramid from a reassigned school upon application and notification to both principals.~~
- ~~5.—A student who transfers or is reassigned and desires to participate in athletics shall be subject to the regulations listed in the District athletic handbook. A student-parent transfer agreement waiver shall be required in each instance.~~
- ~~6. In addition to athletic eligibility, a transfer between a primary and/or a secondary "home school" may affect other student activities (including academic honors).~~

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**Note:** For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

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ADMISSION  
PRIORITIES

The District shall offer prekindergarten to all eligible four-year-old children and may offer prekindergarten to all eligible three-year-old children within the District. As financial resources allow, the District may expand prekindergarten to three-year-old and four-year-old noneligible students. The District shall prioritize admission to prekindergarten classes and assignment to prekindergarten classes at a specific campus in accordance with District guidelines and regulations.

~~The District shall prioritize admission to prekindergarten classes and assignment to prekindergarten classes at a specific campus in accordance with the following:~~

- ~~1. Children who reside in the District and are eligible for enrollment in prekindergarten under state law and reside in the attendance zone for the campus. [See EHBG(LEGAL)]~~
- ~~2. Children of employees who reside in the District and are eligible for enrollment in prekindergarten under state law and do not reside in the attendance zone for the campus.~~
- ~~3. Children who reside in the District and are eligible for enrollment in prekindergarten under state law and do not reside in the attendance zone for the campus.~~
- ~~4. Children of employees who do not reside in the District, but who meet the state eligibility requirements for enrollment in prekindergarten.~~
- ~~5. Children who reside in the District and in the attendance zone for the campus, but who do not meet the state eligibility requirements for enrollment in prekindergarten.~~
- ~~6. Children of employees who reside in the District, but who do not reside in the attendance zone for the campus and do not meet the state eligibility requirements for enrollment in prekindergarten.~~
- ~~7. Children who reside in the District, but who do not reside in the attendance zone for the campus and do not meet the state eligibility requirements for enrollment in prekindergarten.~~
- ~~8. Children who do not reside in the District, but who meet the state eligibility requirements for enrollment in prekindergarten.~~
- ~~9. Children of employees who do not reside in the District and do not meet state eligibility requirements for enrollment in prekindergarten.~~

SPECIAL PROGRAMS  
PREKINDERGARTEN

EHBG  
(LOCAL)

~~10. Children who do not reside in the District and do not meet the state eligibility requirements for enrollment in prekindergarten, subject to tuition.~~

~~To be admitted, a student shall be four years of age by September 1 of the school year of enrollment.~~

~~The enrollment during the school year of more students who are eligible for prekindergarten shall not result in the withdrawal of enrolled students who do not meet the state eligibility criteria; however, students not in compliance with attendance requirements shall be withdrawn.~~

TRANSPORTATION

The District shall not provide transportation for prekindergarten students.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ACTION AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE 2025-2026 FACILITY MASTER PLAN SCHOOL ATTENDANCE  
BOUNDARY ADJUSTMENTS**

**EXECUTIVE SUMMARY:**

Fort Worth ISD developed a multi-year master facility plan to address operational efficiencies throughout the District, which was approved by the Board of Education on May 20, 2025. This plan outlined rightsizing and consolidation actions, providing a clear path forward and allowing for alignment of resource allocations to best support student needs.

In accordance with the approved plan, three (3) traditional campuses and one (1) choice campus are slated for consolidation at the end of the 2025-2026 school year. Locations include: Edward J. Briscoe Elementary School, Milton L. Kirkpatrick Elementary School, Charles E. Nash Elementary School, and Riverside Applied Learning Center. Beginning in the fall of 2026, students at consolidated campuses will be reassigned to neighboring schools in order to balance utilization rates and improve operational efficiency.

Students at Edward J. Briscoe Elementary School will be reassigned to Carroll Peak, Morningside, and Van Zandt-Guinn Elementary Schools.

Students at Milton L. Kirkpatrick Elementary School will be reassigned to Washington Heights and Dolores Huerta Elementary Schools. To further balance enrollment and utilization within the pyramid, a portion of the Dolores Huerta attendance zone will be reassigned to W. J. Turner Elementary School.

Students at Charles E. Nash Elementary School will be reassigned to Rufino Mendoza, Oakhurst, and Versia L. Williams Elementary Schools.

Students at Riverside Applied Learning Academy will be reassigned to Bonnie Brae Elementary School. Bonnie Brae will transition to an applied learning instructional model for all students, both those students within the traditional attendance boundary and those applying to attend via the Gold Seal Programs of Choice application process.

Students attending a consolidating traditional campus via an approved transfer will be reassigned to their home campus based on their address. All families remain eligible to apply for a transfer to another campus through the existing Fort Worth ISD process.

**RECOMMENDATION:**

Approve 2025-2026 Facility Master Plan School Attendance Boundary Adjustments

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Bonnie Brae Elementary School  
Carroll Peak Elementary School  
Charles E. Nash Elementary School  
Dolores Huerta Elementary School  
Edward J. Briscoe Elementary School  
Milton L. Kirkpatrick Elementary School  
Morningside Elementary School

Oakhurst Elementary School  
Riverside Applied Learning Academy  
Rufino Mendoza Elementary School  
W. J. Turner Elementary School  
Washington Heights Elementary School  
Van Zandt-Guinn Elementary School  
Versia L. Williams Elementary School

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations

# Kirkpatrick Elementary School

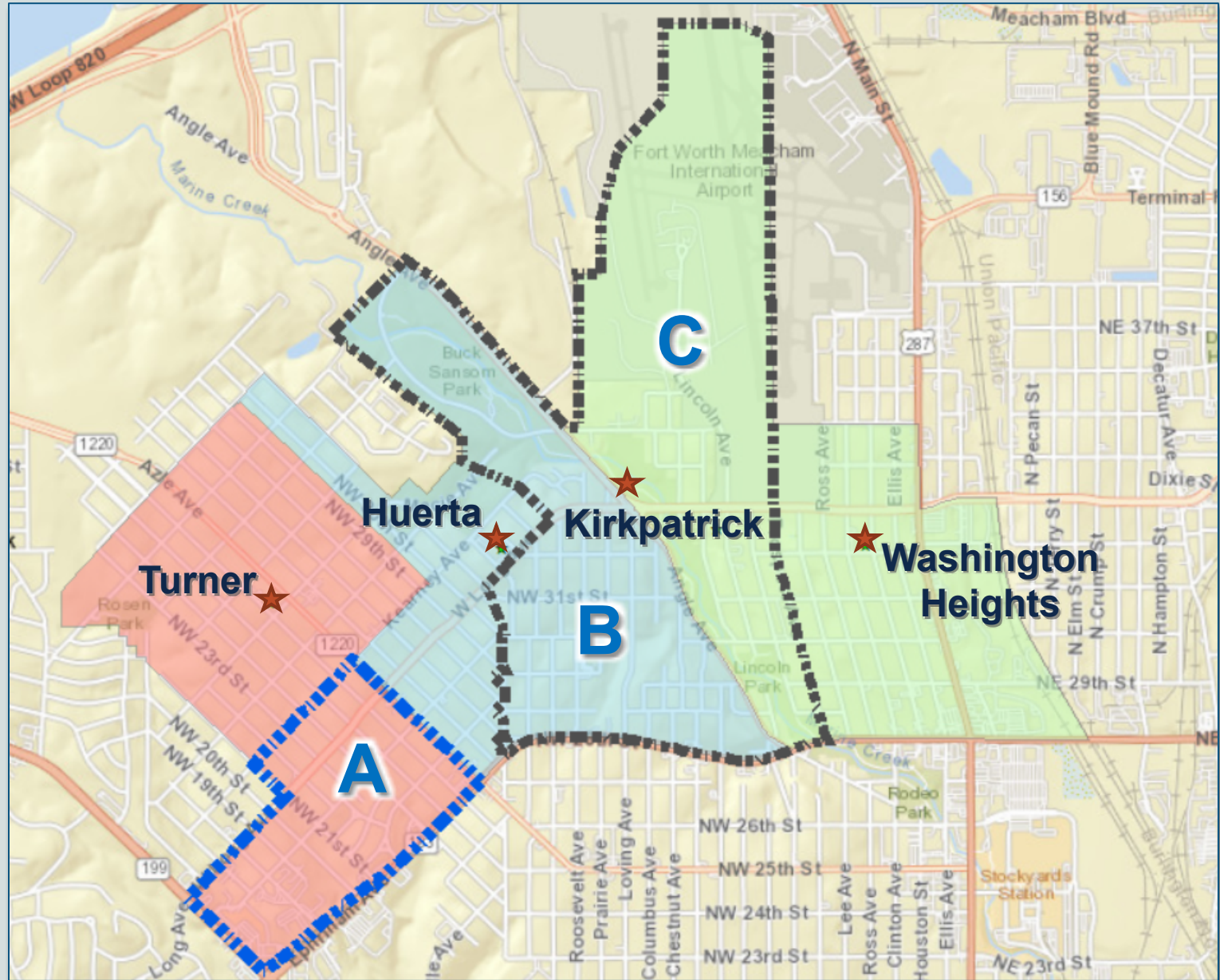
Fall 2026

**A** – Rezone students west of Azle Ave from Huerta ES to Turner ES.

**B** – Rezone students west of Angle Ave from Kirkpatrick ES to Huerta ES

**C** – Rezone students east of Angle Ave from Kirkpatrick ES to Washington Hts ES

| Location             | Capacity | Utilization Rate |       |
|----------------------|----------|------------------|-------|
|                      |          | Before           | After |
| WJ Turner ES         | 629      | 51%              | 74%   |
| lores Huerta ES      | 583      | 75%              | 82%   |
| ashington Heights ES | 400      | 66%              | 78%   |
| kpatrick ES          | 332      | 80%              |       |



# EJ Briscoe Elementary School

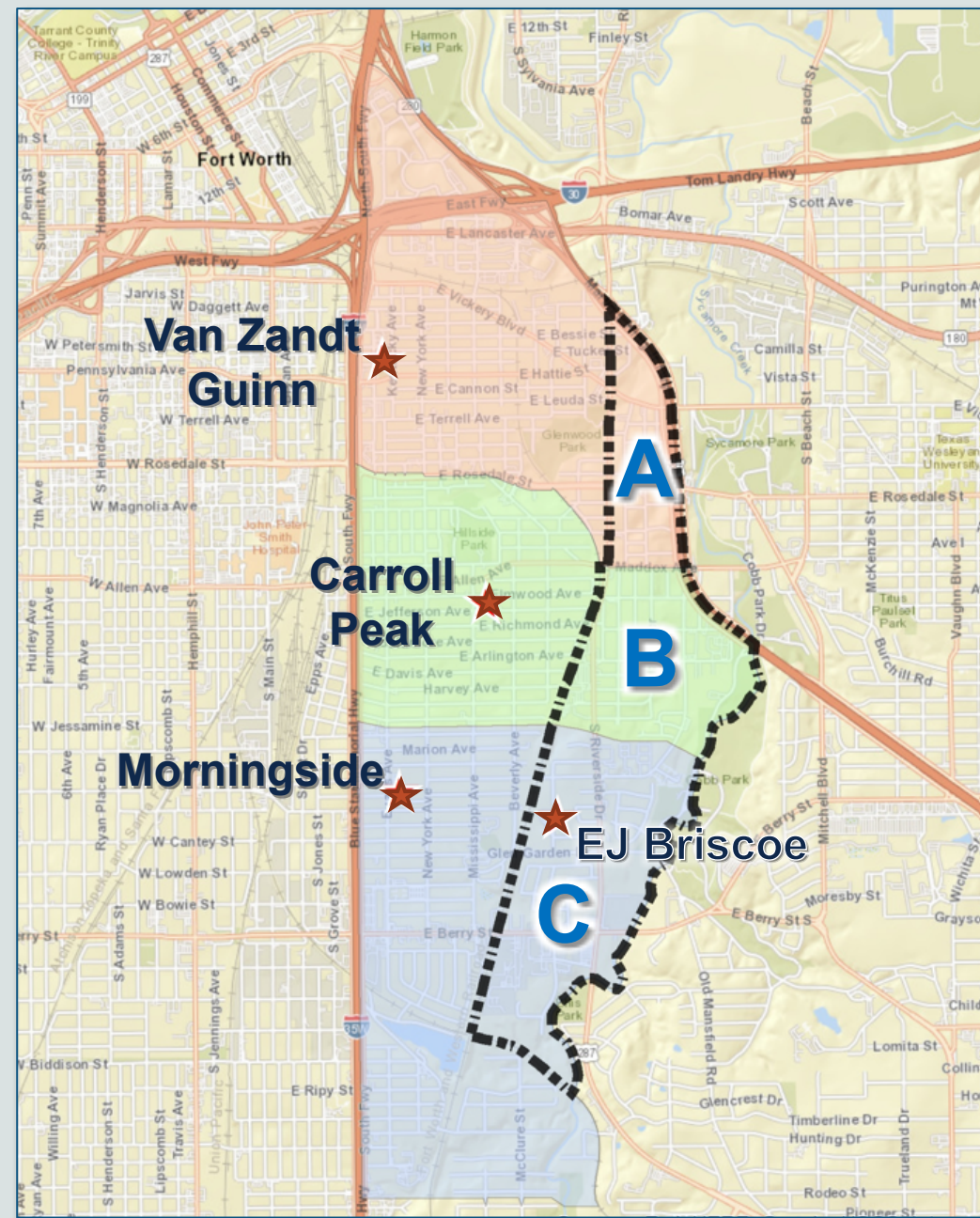
Fall 2026

**A** – Rezone students north of Maddox to Van Zandt-Guinn ES

**B** – Rezone students south of Maddox and north of stream/culvert to Carroll Peak ES

**C** – Rezone students south of stream/culvert to Morningside ES

| Location           | Capacity | Utilization Rate |       |
|--------------------|----------|------------------|-------|
|                    |          | Before           | After |
| Van Zandt-Guinn ES | 629      | 51%              | 53%   |
| Carroll Peak ES    | 789      | 60%              | 69%   |
| Morningside ES     | 903      | 50%              | 66%   |
| Briscoe ES         | 560      | 54%              |       |



# Charles Nash Elementary School

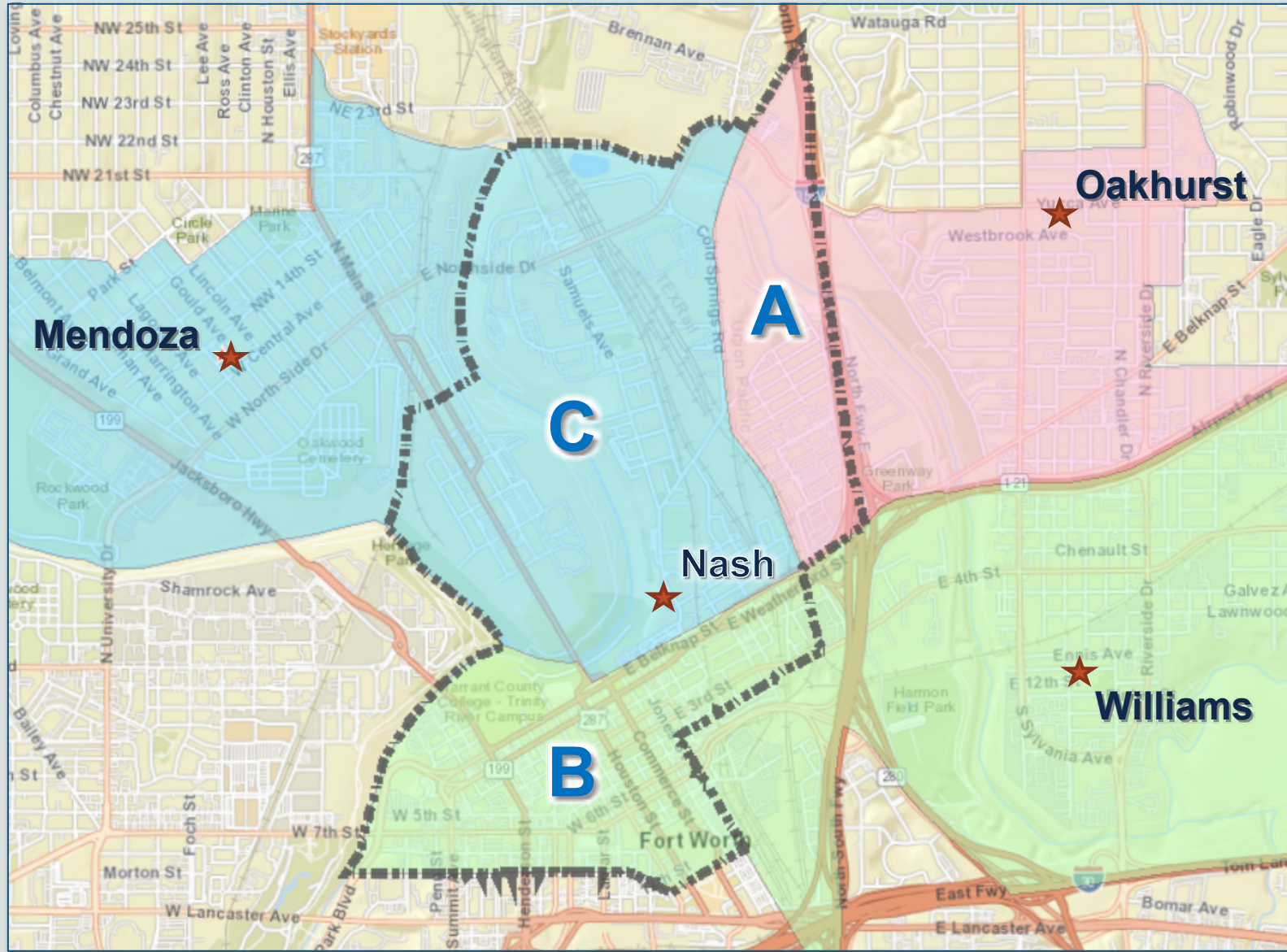
Fall 2026

**A** – Rezone students east of Union Pacific RR to Oakhurst ES

**B** – Rezone students south of Belknap St to Versia Williams ES

**C** – Rezone students west of Union Pacific RR and north of Belknap St to Rufino Mendoza ES\*\*

| Location           | Capacity | Utilization Rate |       |
|--------------------|----------|------------------|-------|
|                    |          | Before           | After |
| Rufino Mendoza ES  | 560      | 60%              | 71%   |
| Oakhurst ES        | 697      | 70%              | 79%   |
| Versia Williams ES | 423      | 65%              | 80%   |
| Charles Nash ES    | 263      | 69%              |       |



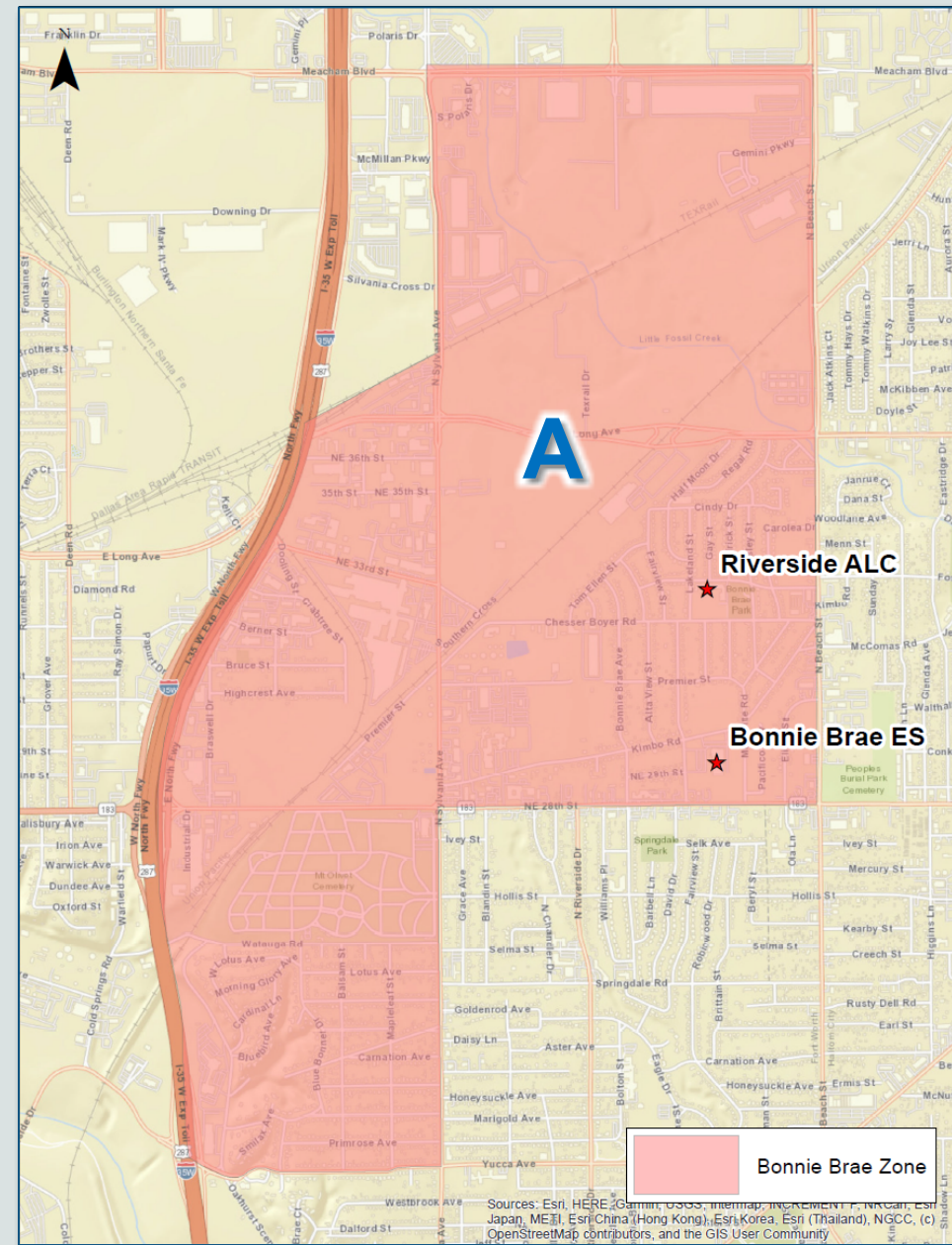
\*\* This boundary change also impacts secondary schools

# Riverside Applied Learning Center

Fall 2026

**A** – Rezone students from Riverside Applied Learning Center to Bonnie Brae ES; all students will transition to an applied learning instructional model

| Location       | Capacity | Utilization Rate |       |
|----------------|----------|------------------|-------|
|                |          | Before           | After |
| Bonnie Brae ES | 583      | 55%              | 88%   |
| Riverside ALC  | 365      | 52%              |       |



Sources: Esri, HERE, Garmin, USGS, Imagery, Mapbox, Microsoft, Swatchday, Japan, MEIT, Esri (China), Esri (Korea), Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ACTION AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: AUTHORIZE REPURCHASE OF 15 ACRE PARCEL LOCATED ON 1901 RM RD 2871, FORT WORTH, TEXAS 76126**

**EXECUTIVE SUMMARY:**

The Board approved a resolution and contract of sale to purchase or acquire of 15 acres parcel out of the Nathan Proctor Survey Abstract 1229 Tract 1, also known as 1901 RM RD 2871, Fort Worth, Texas Tarrant County, 76126 during the September 24, 2019 Board Meeting. Per the terms of the contract, the original seller has exercised their right to repurchase the property. The proceeds from the repurchase in the amount of \$1,450,000 will be deposited in the real estate proceeds.

**RECOMMENDATION:**

Authorize Repurchase of 15 Acre Parcel Located on 1901 RM RD 2871, Fort Worth, Texas 76126

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Operations  
Capital Improvement Program

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ACTION AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC:        **APPROVE CONSOLIDATION OF WESTERN HILLS PRIMARY AT WESTERN HILLS ELEMENTARY BEGINNING IN THE 2026-2027 SCHOOL YEAR****

**EXECUTIVE SUMMARY:**

Western Hills Elementary and Western Hills Primary are two (2) facilities located on the same lot in west Fort Worth. Both campuses are being reconstituted using the Accelerating Campus Excellence (ACE) model beginning with the 2026-2027 school year. This State-supported model was selected to expedite academic improvement for campuses with prior poor performance.

As part of the ACE model, campuses will be restaffed with high performing instructional staff and leaders. Criteria for selection to serve at an ACE campus are intentionally stringent, raising the bar for staffing at these critical campuses. As stand-alone campuses, staffing models would require two (2) principals, counselors, librarians, etc.

Elementary campuses within the Western Hills High School pyramid were previously identified as part of the monitor zone for potential additional consolidation opportunities as part of the Facility Master Plan, approved by the Board of Trustees on May 20, 2025. With continued declining enrollment, and the proposed transition to the ACE model, consolidation of Western Hills Elementary and Western Hills Primary is recommended for the 2026-2027 school year. Consolidating the campuses will result in increased staffing and resource allocation efficiency. Additionally, bringing both the primary and elementary students into the same facility:

- Allows a single leader to set a unified vision for the campus, ensuring consistent academic expectations and oversight
- Increases instructional consistency and provides enhanced vertical planning opportunities for classroom teachers
- Minimizes transition points for students and builds a more cohesive campus community

This consolidation will not impact current attendance boundaries for families as both Western Hills Elementary and Western Hills Primary utilize the same boundaries.

**RECOMMENDATION:**

Approve Consolidation of Western Hills Primary at Western Hills Elementary Beginning in the 2026-2027 School Year

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**PROVIDER(S)/VENDOR(S):**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Western Hills Elementary School  
Western Hills Primary

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ACTION AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR GMP AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR DAGGETT MIDDLE SCHOOL RENOVATIONS PROJECT IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**EXECUTIVE SUMMARY:**

On January 21, 2025, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager at Risk for Pre-Construction Services for the Daggett Middle School Renovations (CMAR #25-009). Negotiations were successful with the highest-ranked General Contractor, and the District entered into a contract for Pre-Construction services on January 31, 2025.

Upon execution of the GMP Amendment(s), the project will move into the construction phase. The District is seeking authorization from the Board to negotiate and enter into a contract with a Construction Manager at Risk for this next phase.

**RECOMMENDATION:**

Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Daggett Middle School Renovations Project in Conjunction with the 2021 Capital Improvement Program.

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**FUNDING SOURCE:**

Bond Funds (652-691)

**COST:**

Not to Exceed \$24,500,000

**PURCHASING MECHANISM:**

Competitive Solicitation - RFP/RFQ/Bid#: 25-009

**PROVIDER(S)/VENDOR(S):**

Post L Group, LLC

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program  
TEA #042 Daggett Middle School

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ACTION AGENDA ITEM**

**BOARD MEETING**

**December 9, 2025**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR GMP AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR ELEMENTARY SCHOOL #1 REPLACEMENT AT EASTERN HILLS SITE PROJECT IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**EXECUTIVE SUMMARY:**

On June 27, 2023, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager at Risk for Pre-Construction Services for the Elementary School #1 Replacement at Eastern Hills Site (CMAR #23-012). Negotiations were successful with the highest-ranked General Contractor, and the District entered into a contract for Pre-Construction services on August 7, 2023.

Upon execution of the GMP Amendment(s), the project will move into the construction phase. The District is seeking authorization from the Board to negotiate and enter into a contract with a Construction Manager at Risk for this next phase.

**RECOMMENDATION:**

Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for construction Services for Elementary School #1 Replacement at Eastern Hills Site Project in Conjunction with the 2021 Capital Improvement Program.

**STRATEGIC PRIORITY:**

4 - Operational Alignment and Efficiency

**FUNDING SOURCE:**

Bond Funds (652-691)

**COST:**

Not to Exceed \$51,000,000

**PURCHASING MECHANISM:**

Competitive Solicitation - RFP/RFQ/Bid#: 23-012

**PROVIDER(S)/VENDOR(S):**

Sedalco + Post L JV

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program

TEA #125 Eastern Hills Elementary School

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of Operations