



**FAITH ★ FAMILY
ACADEMY**

Faith Family Academy
Board Policy
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Faith Family Academy Board Policies

SECTION 1: SCHOOL VISION, MISSION AND GOALS

1.1 School Name

The corporate name of this open-enrollment charter school, as provided by the Texas Education Agency (“TEA”) is Faith Family Academy, herein referred to as “the School” or “FFA.” FFA is the holder of a charter issued by the Texas Commissioner of Education, and operates two schools: Oak Cliff and Waxahachie. All business shall be transacted under the corporate name.

1.2 Vision Statement and Goals

The Board shall adopt a vision statement and comprehensive goals for the School and the Superintendent.

1.3 FFA Educational Philosophy/Mission Statement

Faith Family Academy provides a positive personal growth and learning experience for all children in a safe, caring, and structured environment. We instill an appreciation for the contributions made by others past and present. All resources are dedicated to preparing students for life-long success by addressing physical, emotional, academic, character, and social development.

The vision of Faith Family Academy Charter Schools is to provide an exemplary education that emphasizes positive self-esteem, high academic standards, an appreciation for the fine arts, and encourages civic responsibility. The school organizations at FFA will ultimately enable students to serve as responsible citizens in the community.

1.4 FFA Goals and Objectives

- Encourage students of all ages to become life-long learners by providing curriculum and instruction that challenges individual scholars to expand their knowledge and enrich their educational experience.
- Enhance the learning environment by establishing rigorous standards in the core academic areas including technology and fine arts as well as promoting excellence in character education, civic responsibility and community outreach.
- Expand the partnership between teachers, parents and students to encourage enhanced communication, collaboration and cooperation in establishing and sustaining academic excellence.
- Promote an environment that encourages each adult and student to maximize their potential by engaging in a continuous improvement model of instruction designed to meet the unique needs of each individual.

1.5 Interpretation of Board Policies

These policies have been adopted by the FFA Board of Trustees, and govern the operations of the School. These policies consist of restatements of applicable federal and state laws and regulations that apply to the School's operations, as well as locally adopted rules specific to FFA. These policies summarize applicable laws but are not an exhaustive restatement of those laws. Should any other FFA rule, regulation or procedure conflict with these policies, the policies shall control.

SECTION 2: LOCAL GOVERNANCE

2.1 Board Legal Status

The School Board functions under the guidance and authority of the Entity Board. The Entity Board hires the Superintendent, as stated in the charter, authorized by TEA. (Entity Bylaws for Faith Family Kids, Inc. are attached in the appendix.)

The Board shall constitute a body corporate and shall have the exclusive power to govern and oversee the management of the School. Board members, as individuals, shall not exercise authority over the School, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue.

2.2 Board Member Eligibility/Qualifications

To be eligible to be a candidate for appointment to the office of school board Trustee, a person must:

1. Be a United States citizen;
2. Be 18 years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable;
3. Have not been determined by a final judgment of a court exercising probate jurisdiction to be:
 - a. Totally mentally incapacitated and the person's mental capacity has not subsequently been completely restored by a final judgment of a court exercising probate jurisdiction; or
 - b. Partially mentally incapacitated without the right to vote and the person's guardianship has not been modified to include the right to vote or the person's mental capacity has not been completely restored by a subsequent final judgment of a court exercising probate jurisdiction;
4. Have not been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities; and
5. Be a resident of Texas for the period of time described as the candidate's term.

2.3 Board Member Appointments

2.3.1 Official Oaths

After each appointment, the appointed Board members shall file their official oaths with the Board President.

2.3.2 Vacancy

Any vacancy occurring on the Board, whether by death, resignation, forfeiture, lack of qualifications, or removal shall be filled with an individual eligible and qualified to serve as a Board member. If a vacancy occurs on the Board, the remaining members of the Board may fill the vacancy by appointment. The vacancy shall be filled not later than the 180th day after the vacancy occurs.

2.3.3 Resignation

To be effective, a Board member's resignation must be in writing and signed by the officer and must be delivered to the Board for action on the resignation. The Board may not refuse to accept a resignation. If a Trustee submits a resignation, whether to be effective immediately or at a future date, a vacancy occurs on the date the resignation is accepted by the Board or on the eighth day after the date of its receipt by the Board, whichever is earlier.

All public officers shall continue to perform the duties of their offices until their successors shall be duly qualified and sworn in. Until the vacancy created by a Trustee's resignation is filled by a successor, the Trustee continues to serve and have the duties, restrictions and the powers of office, except that a Trustee may not vote on the appointment of the Trustee's successor.

2.3.4 Term

Board members shall serve for three (3) year terms, which will automatically renew until a successor is elected or until the member resigns in accordance with Section 2.3.3.

2.4 Board Powers and Duties

All powers and duties not specifically delegated by law to TEA or another state or federal agency or entity are reserved for the Board.

The Board shall:

1. Govern and oversee the management of the School;
2. Monitor progress toward School's comprehensive goals
3. Provide oversight regarding student academic achievement and strategic leadership for maximizing student performance;
4. Establish performance goals for the School concerning:
 - a. The academic and fiscal performance indicators and
 - b. Any performance indicators adopted by the School;
5. Adopt a policy to establish a School and Campus planning and decision-making process;
6. Adopt and file a budget for the succeeding fiscal year;
7. Monitor School finances to ensure that the Superintendent is properly maintaining the School's financial procedures and records;
8. Conduct FFA fiscal audits annually at School expense by a certified or public accountant holding a permit from the Texas State Board of Public Accountancy following the close of each fiscal year;
9. Publish an end-of-year financial report;
10. Select the external auditor who shall report directly to the Board;

11. Ensure the Superintendent implements and monitors plans, procedures, programs, and systems to achieve appropriate, clearly defined, and desired results in the major areas of School operations;
12. Ensure the Superintendent is accountable for achieving performance results; recognizes performance accomplishments and takes action, as necessary to meet performance goals;
13. Publish an annual report describing the School's educational performance including campus performance objectives and the progress of each campus toward those objectives;
14. Select a depository for FFA funds;
15. Acquire and hold real and personal property in the name of the School;
16. Hold all rights and titles to the school property of the School, whether real or personal;
17. Adopt a policy providing for the employment and duties of School personnel;
18. Limit redundant requests for information and the number and length of written reports that a classroom teacher is required to prepare;
19. Review paperwork requirements imposed on classroom teachers and transfer to existing non-instructional staff a reporting task that can reasonably be accomplished by that staff.
20. Seek to establish working relationships with other public entities to make effective use of community resources and to serve the needs of public school student in the community.
21. Adopt a process through which School personnel, students or parents/guardians of students and members of the public may obtain a hearing from the FFA administrators or the Board regarding a complaint. Adopt rules and bylaws;
22. Enter into contracts as authorized under the Education Code or other law and delegate contractual authority to the Superintendent as appropriate;
23. Receive bequests and donations or other moneys or funds coming legally into its hands in the name of the School;
24. Execute, perform, and make payments under contracts, which may include leases, leases with option(s) to purchase, or installment purchases, with any person for the use, acquisition, or purchases of any personal property, or the financing thereof. The contracts shall be on terms and conditions that are deemed appropriate by the Board in accordance with state law;
25. Authorize the sale of any property held in trust for free school purposes;
26. Request the assistance of the Attorney General on any legal matter;
27. Sue and be sued in the name of the School.

The Board and the Superintendent shall work together to:

1. Advocate for the high achievement of all FFA students;
2. Create and support connections with community organizations to provide community-wide support for the high achievement of all FFA students;
3. Provide educational leadership for the School, including leadership in developing the FFA vision statement and long-range educational plan;
4. Establish School-wide policies and annual goals that are tied directly to the FFA vision statement and long-range educational plan;

5. Support the professional development of principals, teachers, and other staff.

2.4.1 Board Policies

The Board shall adopt written policies to govern the operations of the School, which shall comply with all applicable state and federal laws and regulations. School board policies shall be accessible to employees, parents, students, and community residents. The Board has final authority to interpret the policies, rules, and procedures of the School. Amendment of the Board- adopted policies shall be achieved through Board action, typically following presentation and recommendation by the Superintendent or Superintendent's designee.

2.4.2 Receipt of Complaints or Reports

If employees, parents, students or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy.

When the concern or complaint directly pertains to the Board's own actions, or policy, for which there is not administrative remedy, the Trustee may request that the issue be placed on the agenda.

2.4.3 Ethics

FFA Board members are held to the highest standards of Professional Ethics and judgment as defined by the Texas Education Code and other applicable laws. All FFA Board members are bound by the Family Education Rights and Privacy Act (FERPA) confidentiality regulations.

FFA Board members shall not knowingly offer, confer, agree to confer on another, solicit, accept or agree to accept a benefit as consideration for any decision, opinion, recommendation, vote or other exercise. Board members may not accept gifts in connection with contracts, purchases, payments, claims or other transactions nor may a Board member accept an honorarium in association with the execution of their official duties or position.

2.4.4 Conflicts of Interest

FFA Board members may not engage in any activity that would be considered a conflict of interest with any vendor, organization or individual during their tenure as a Board member.

If a Board member has a substantial interest in a business entity or in real property, the official shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest. The affidavit must be filed with the official record keeper of the charter holder, Faith Family Kids, Inc. The Board member shall also abstain from further participation in the matter if the action will have a special economic effect on the business entity or the value of the property distinguishable from the effect on the public.

A Board member is considered to have a substantial interest in a business entity if (1) the person owns 10% or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity, or (2) funds received by the person from the business entity exceed 10% of the person's gross income for the previous

year. A Board member is considered to have a substantial interest in real estate if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. A Board member is considered to have a substantial interest in a business entity or real property if a person related to the member within the third degree by marriage or blood has a substantial interest.

The Board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a member has a substantial interest, and the interested member may not participate in the vote.

Additionally, in accordance with Section 11.067 of the Texas Education Code, a vendor commits a criminal offense by bidding or receiving a contract from FFA if any individual serving on FFA's Board has a substantial interest or relation to that vendor as prescribed under Section 11.067 of the Texas Education Code.

2.4.5 Nepotism

If all FFA campuses receive a satisfactory accountability rating for two of the three school years immediately preceding the current school year, the following provisions will apply to Board members who have relatives employed by FFA. If all campuses do not meet this requirement, the nepotism provisions set out in Title 19 of the Texas Administrative Code Sections 100.1111-100.1116 will apply.

If a Board member is related to an employee of FFA within the third degree by blood or within the second degree by marriage, the Board member shall file an affidavit disclosing the relationship before a vote or decision on any matter which may affect the employee. The affidavit must be filed with the official record keeper of the charter holder, Faith Family Kids, Inc. The Board member shall also abstain from further participation in the matter if the action will have a special effect on the member's relative distinguishable from the effect on other employees.

Board members related within the third degree by blood or within the second degree by marriage shall not constitute a quorum of the Board. Degrees of blood and marriage shall be determined in accordance with Chapter 573 of the Texas Government Code and Section 100.1133 of the Texas Administrative Code, Title 19.

2.5 Board Member Requests for Information

Individual Trustees, in their official capacity as public officers entrusted with governing and overseeing the management of FFA, have an inherent right of access to records maintained by the School.

2.5.1 Right to Access School Records

An individual Board member, acting in his or her official capacity shall have the right to seek access to FFA records or information, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. Individual Board members shall only seek access to FFA records or information in his or her official capacity and for a legitimate School business reason. Any records or information provided to one Board member shall be made available to all Board

members. FFA may request a Board member who is receiving public information that is confidential under law to sign a confidentiality agreement.

2.5.2 Submitting a Request

Individual members must make a request for access to, or copies of, records to the Superintendent or other designated custodians of records in writing. Individual members shall not direct or require School employees to prepare reports derived from an analysis of information in existing School records to create a new record compiled from information in existing School records. Directives to the Superintendent or custodian of records regarding the preparation of reports shall be by Board action.

2.5.3 Confidentiality of Requested Records

At the time Board members are provided access to confidential records or to reports compiled from such records, the Superintendent or other School employee shall advise them of their responsibility to comply with confidentiality requirements. Board Members are to adhere to all state and federal laws and regulations regarding the confidentiality of student records, including but not limited to, Family Educational Rights & Privacy Act (FERPA).

2.6 Former Trustee Employment

A Trustee is prohibited from accepting employment with the FFA until the first anniversary of the date the Trustee's membership on the Board ends.

2.7 Board Member Liability

A Board member is not personally liable for any act that is incident to or within the scope of the duties of the Board member's position and that involves the exercise of judgment or discretion as a Board member.

2.8 Board Member Training and Orientation

2.8.1 Required Training

Each Trustee must complete any training required by the state law. The minutes of the last regular meeting of the Board held during a calendar year must reflect whether each Trustee has met or is delinquent in meeting the training required to be completed as of the date of the meeting.

Board members shall complete the following trainings:

1. All new Board members shall receive a local FFA orientation within 50 days after their appointment. The purpose of the orientation is to familiarize new Board members with local Board policies and procedures and School goals and priorities.
2. All newly elected Board members shall receive orientation to the Texas Education Code within the first year of service. The orientation shall be delivered by regional education services centers and shall be three hours in length.

3. Returning Board members shall receive a basic orientation to the Texas Education Code and relevant legal obligations with emphasis on statutory provisions related to Texas charter school governance. The orientation shall be delivered by regional education service centers and shall be three hours in length.
4. After each session of the Texas Legislature, each Board member shall receive training from a regional education service center or other registered provider regarding major changes in the Education Code and other relevant legal developments related to charter school governance.
5. All Board members shall receive additional continuing education on an annual basis, in fulfillment of assessed needs and based on the framework for governance leadership. To the extent possible, the entire Board shall participate in continuing education programs together.
6. The Board President shall receive continuing education related to leadership duties of the Board President as some portion of the annual requirement.
7. At least 50 percent of the annual continuing education shall be designed and delivered by persons not employed or affiliated with FFA. No more than one hour of the required continuing education that is delivered School may be by self-instruction.

No continuing education shall take place during a Board meeting unless that meeting is called for the delivery of Board training. Continuing education may take place prior to or after a legally called Board meeting in accordance with the Government Code.

Board members may attend regional, state or national conventions or workshops without such gatherings being construed as “meetings” under the Open Meetings Act. However, no formal action shall be taken at such conventions or workshops concerning FFA business and any discussion of public business shall be merely incidental to the convention or workshop.

2.9 Compensation and Expenses

Board members shall serve without compensation. A Board member may be reimbursed for reasonable, allowable expenses incurred in carrying out official School business only with Board approval, and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board.

- Board member travel expenses may be reimbursed by the School if the reimbursement is determined to be related to the Board member’s official duties and necessary in the conduct of the School.
- The School may not pay the travel expenses of spouses and other persons who are not performing responsibilities or duties on behalf of the Board or the School, such as when the person accompanies a Board member while engaging in official School business.

Payment for authorized and documented travel expenses shall be made in accordance with legal requirements and FFA reimbursement policy.

2.10 Duties and Requirements of Board Officers

All Board officers are appointed by position by the Entity Board. The Entity Board shall organize the School Board by selecting:

1. A president, who shall be a member of the Board;
2. A secretary, who may or may not be a member of the Board;
3. Such other officers and committees as the Board may deem necessary.

2.10.1 President

The duties and powers of the **President** of the Board include but are not limited to:

1. Calling a meeting of the Board, giving public notice no earlier than the 30th day or later than the tenth day before the meetings to discuss and adopt the budget;
2. Ensure the annual financial statements are published as required by law;
3. Preside at all Board meetings unless unable to attend;
4. Have the right to discuss, make motions and resolutions and vote on all matters coming before the Board.

2.10.2 Secretary

The duties of the **Secretary** of the Board include but are not limited to:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting;
2. Ensure that notices of Board meetings are posted and sent as required by law;
3. In the absence of the President, call the meeting to order and act as presiding officer;
4. Sign or countersign documents as directed by action of the Board.

2.10.3 Officer Vacancy – Appointment or Removal

A vacancy among officers of the School Board shall be filled by the School's Entity Board. School Board officers shall serve until a successor is appointed. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board. The Entity Board may remove School Board members according to Entity Bylaws. (Article 2.2.03G)

2.11 Board Meetings

2.11.1 Open Meetings Act

The Open Meetings Act governs all meetings of the FFA Board of Trustees. The requirements of the Open Meetings Act, set out in Chapter 551 of the Texas Government Code, are incorporated into this Policy by reference.

“Meeting” means a deliberation among a quorum of the Board or between a quorum of the Board and another person, during which public business or public policy over which the Board has supervision or control is discussed or considered or during which the Board takes formal action.

“Meeting” also means a gathering:

1. That is conducted by the Board or for which the Board is responsible,
2. At which a quorum of members of the Board is present;
3. That has been called by the Board; and

4. At which Board members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of the School, about the public business or public policy over which the Board has supervision or control.

“Deliberation” means a verbal exchange during a meeting among a quorum of the Board, or between a quorum of the Board and another person, concerning any issue within the jurisdiction of the Board or any public business.

The term “meeting” does not include the gathering of a quorum of the Board at a social function unrelated to the public business that is conducted by the Board, or the attendance by a quorum of the Board at a regional, state, or national convention or workshop, ceremonial event, or press conference, if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event or press conference.

The Board shall provide the Superintendent an opportunity to present at a meeting an oral or written recommendation to the Board on any item that is voted on by the Board at the meeting.

2.11.2 Board Action

The Board may act only by majority vote of the members present at a meeting held in compliance with the Open Meetings Act, Chapter 551, Government Code, at which a quorum of the Board is present and voting. A majority vote is generally determined from a majority of those present and voting, excluding abstentions, assuming a quorum is present.

A majority of the Board constitutes a quorum for meetings of the Board. Notwithstanding any other law, a quorum is not required for the Board to act if a disaster occurs. All votes of the Board shall be conducted in open session, and no vote shall be taken in closed session or by secret ballot.

2.11.3 Meeting Notice

Notice of a Board meeting shall be posted on a bulletin board at a place convenient to the public in the central administration office for at least three (3) business days before the scheduled date of the meeting. That notice or a notice posted at another Board-designated place shall at all times be readily accessible to the public for at least three (3) business days before the scheduled date of the meeting. Additionally, Board meetings shall be held outside of typical work hours.

If FFA maintains an Internet Web site, in addition to the other place at which notice is required to be posted, the Board must also concurrently post notice of a meeting on the Internet Web site.

Agendas for all meetings shall be sufficiently specific to inform the public of the subjects to be deliberated at the meeting, setting out any special or unusual matters to be considered or any matter in which the public has a particular interest. The notice of a meeting related to the discussion or adoption of a budget shall include:

1. a physical copy of the proposed budget unless the Board makes the proposed budget clearly accessible on the home page of the FFA website; and
2. a taxpayer impact statement if the proposed budget is adopted.

In an emergency or when there is an urgent public necessity, as prescribed under 551.045 of the Texas Government Code, the notice of a meeting or the supplemental notice of a subject added to an agenda posted in accordance with law is sufficient if it is posted for at least two hours before the meeting is convened.

If a member of the public or of the Board inquires at a meeting about a subject for which notice has not been given, the notice provisions do not apply to a statement of specific factual information given in response to the inquiry or a recitation of existing policy in response to the inquiry. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda of a subsequent meeting.

2.11.4 Open Board Meetings

Every meeting of the Board shall be open to the public. The Board may, however, exclude a witness from a hearing during the examination of another witness in a matter being investigated and may enter into a closed meeting, as provided by law.

All or any part of an open meeting may be recorded by any person in attendance by means of an audio recorder, video camera, or any other means of aural or visual reproduction. The Board may adopt reasonable rules to maintain order at a meeting, including rules related to the location of recording equipment and the manner in which the recording is conducted. These rules shall not prevent or unreasonably impair a person from exercising the right to record a meeting that is open to the public.

The Board shall prepare and keep minutes and make an audio recording of each regular and special open meeting. The minutes shall state the subject matter of each deliberation and indicate each vote, order, decision or other action taken, including each board member's vote on a given item. The minutes and recording, as applicable, of a regular or special meeting of the Board must reflect each member's attendance at or absence from the meeting. The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the Superintendent or designee. All approved meeting minutes and adopted Board resolutions shall be posted on FFA website within seven (7) days of the Board meeting at which that document was approved.

A member of the Board may participate in an open or closed meeting by videoconference call if the presiding officer and videoconference equipment are at a location that is available to the public during the meeting and if a quorum of the Board is physically present at one location of the meeting. The videoconference equipment must meet certain minimum standards in order to support a videoconference during a meeting. If a member of the Board participates in a meeting by videoconference call, the member shall be considered absent from any portion of the meeting during which audio or video communication with the member is lost or disconnected. The meeting may continue without the disconnected board member if a quorum of the board remains present at the primary meeting location.

2.11.5 Closed Board Meetings

The Board may conduct a closed meeting for any of the following reasons:

1. To conduct a private consultation with its attorney when (1) it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or (2) on a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings;
2. To deliberate the purchase, exchange, lease or value of real property in deliberation if an open meeting would have a detrimental effect on the Board's position in negotiations with a third person;
3. 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 an officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. The closed meeting exception for personnel matters does not apply when the Board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when the Board discusses a class or group of employees, not a particular employee;
4. To deliberate in a case involving discipline of a public school student, unless the student's parent or guardian requests that the matter be addressed in open session;
5. To deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation, unless the student's parent or guardian or the student, if the student has attained 18 years of age, requests that the matter be addressed in open session;
6. To deliberate the medical records or psychiatric records of an individual applicant for a benefit or a matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for benefit from a health or retirement plan;
7. To deliberate the deployment or specific occasions for implementation of security personnel or devices or a security audit;
8. To discuss or adopt individual assessment instruments or assessment instrument items;
9. To deliberate information confidential under the Homeland Security Act. However, the Board must make an audio recording of the proceedings of the closed meeting held to deliberate the information; or
10. To discuss or deliberate regarding commercial or financial information that the Board has received for a business prospect or to deliberate the offer of a financial or other incentive to such a business prospect;
11. To deliberate security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure, or security devices; or
12. For any other lawful purpose or reason.

The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given and the presiding officer has publicly announced that a closed meeting will be held and has identified the section or sections of the Open Meetings Act or other applicable law under which the closed meeting is held.

2.11.6 Record of Closed Meeting

The Board shall either keep a certified agenda or make an audio recording of the proceedings of each closed meeting except for private consultation with the School's attorney. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the presiding officer at the beginning and end of the closed meeting indicating the date and time. The presiding officer shall certify that the agenda is a true and correct record of the proceedings. If an audio recording is made, it must include announcements by the presiding officer at the beginning and end of the meeting indicating the date and time.

Closed meetings may not be recorded by an individual trustee against the wishes of a majority of the Board.

The Board shall preserve the certified agenda or audio recording of a closed meeting for at least two years after the date of the meeting. A certified agenda or tape recording of a closed meeting is available for public inspections and copying only under a court order issued as a result of litigation involving an alleged violation of the Open Meetings Act.

No Board member shall participate in a closed meeting knowing that neither a certified agenda nor an audio recording of the closed meeting is being made as required by law.

2.11.7 Public Participation

The Board shall take no action abridging the freedom of speech or the right of the people to petition the Board for redress of grievances. The Board shall provide an opportunity for any member of the public to address the Board regarding an item on an agenda for an open meeting of the Board. Such opportunity shall be provided at a properly called Board meeting and prior to the Board's consideration of the agenda item in question. The Board may adopt reasonable rules regarding the public's right to address the Board.

Any member of the public who wishes to address the Board regarding an item on an open meeting agenda shall provide written or electronic notice of his/her desire to address the Board and the corresponding agenda item. Such notice shall be provided the Superintendent or Superintendent's designee at least 24 hours prior to the start of the Board meeting in question. The Board may place other reasonable restraints on the opportunity for public comment. The Board shall provide an opportunity for public comment on posted, open session agenda items at the beginning of each Board meeting.

2.11.8 Internal Committees

The Board may, as it deems necessary create committees to facilitate the efficient operation of the Board.

A committee that includes less than a quorum of Board members is not subject to the Open Meetings Act as it serves a purely advisory function with no power to supervise or control public business.

The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include FFA personnel and citizens. The function of the committees shall be fact-finding, deliberative, and advisory but not administrative. Special committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or by vote of the Board.

The President of the Board and the Superintendent shall be ex-officio members of all Board committees unless otherwise provided by Board action.

2.12 Superintendent

2.12.1 Qualifications

The qualifications for Superintendent must permit a candidate for certification to substitute management training or experience for educational experience.

2.12.2 Duties

The Superintendent shall be the educational leader and chief executive officer of FFA. The duties of the Superintendent include:

1. Assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of FFA and for the annual performance appraisal of FFA employees;
2. Except as provided in Education Code Section 11.202, assuming administrative authority and responsibility for the assignment and evaluation of all personnel of the School, other than the Superintendent;
3. Overseeing compliance with the standards for school facilities established by Texas Education Code Section 46.008;
4. Making staffing and personnel decisions, including the discipline and termination of at-will employees, and recommending the termination or nonrenewal of a contract employee;
5. Managing the day-to-day operations of FFA as its administrative manager, including implementing and monitoring plans, procedures, programs and systems to achieve clearly defined and desired results in major areas of School operations;
6. Preparing and submitting to the Board a proposed budget and administering the budget;
7. Preparing recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies;
8. Developing or causing to be developed appropriate administrative regulations to implement policies established by the Board;
9. Providing leadership for the attainment, and, if necessary, improvement of student performance based on the state's academic excellence indicators and other indicators as may be adopted by the State Board of Education or the Board;
10. Organizing the FFA central administration;
11. Consulting with any administrative-level committee, if applicable
12. Ensuring the enforcement of a Student Code of Conduct as adopted by the Board, and the adoption and enforcement of other student disciplinary rules and procedures as necessary;
13. Submitting reports as required by state or federal law, rule or regulation;

14. Providing joint leadership with the Board to ensure that the responsibilities of the Board and Superintendent team are carried out;
15. Investigating and reporting improper relationships between educators and students as required by Texas Education Code Section 21.006.
16. Performing any other duties assigned by action of the Board.

The Board and the Superintendent shall work together to:

1. Advocate for the high achievement of all students;
2. Create and support connections with community organization to provide community-wide support for the high achievement of all students;
3. Provide educational leadership for FFA, including leadership in developing the FFA vision statement and long-range educational plan;
4. Establish School-wide policies and annual goals that are tied directly to the FFA vision statement and long-range educational plan;
5. Support the professional development of administrators, teachers and other staff.

2.13 Campus Improvement Plans

The Board shall ensure that an improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. The Board shall annually approve School-wide and campus performance objectives and shall ensure that FFA and campus plans are mutually supportive to accomplish the identified objectives; and at a minimum, support the state goals and objectives.

SECTION 3: BUSINESS AND SUPPORT SERVICES

3.1 General and Fiscal Guidelines

The School's fiscal year may begin on July 1 or September 1 of each year, as determined by the Board.

The Superintendent shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of FFA for the following fiscal year. The Board shall formally adopt a budget prior to the start of the fiscal year and before the expenditure of funds for a fiscal year.

After the proposed budget has been prepared, the Board President shall call a Board meeting for the purpose of adopting a budget for the succeeding fiscal year. The notice of a meeting related to the discussion or adoption of a budget shall be in accordance with Section 2.11.3 of the Board Policy.

No public funds of the School may be spent in any manner other than as provided for in the budget adopted by the Board. Local funds and state funds not designated for a specific purpose may be used for purposes determined by the Board to be necessary in the conduct of the public schools.

3.1.1 Federal Funding Compliance

FFA will comply with procurement procedures or other laws applicable to the use of federal funds by a non-Federal entity pursuant to 2 C.F.R. Part 200 or other federal statute or regulation.

3.1.2 Funding – State Allotments

FFA's receipt and use of state funding shall be governed by state law and 19 TAC § 100.1041. Funds received by FFA under Texas Education Code § 12.106 are considered to be public funds for all purposes under state law and are held in trust by the charter holder, Faith Family Kids, for the benefit of the students of FFA. The funds may not be pledged or used to secure loans or bonds for any other organization, including a non-charter operation or out-of-state operation conducted by the charter holder or a related party, as defined by commissioner rule adopted under Texas Education Code § 12.1166; or be used to support an operation or activity not related to the educational activities of the School.

3.1.3 Coordination of Funds to Purchase Instructional Materials

FFA may receive the instructional materials and technology allotment from the state pursuant to Texas Education Code Chapter 31 and 19 TAC § 66.1307. FFA shall expend its allotment funds according to the priorities established in Texas Education Code § 31.0211. FFA may access its allotment funds for any upcoming school year upon completion of all of the following:

(1) submission to the commissioner certification that:

(A) the School has instructional materials that cover all the required Texas Essential Knowledge and Skills (TEKS), except those for physical education, as required by TEC, §31.004; and

(B) the School has used its allotment for only allowable expenditures; and

(2) preparation by TEA of the state ordering system for the new school year with the new allotment amounts.

In purchasing technological equipment with allotment funds, FFA shall secure technological solutions that meet the varying and unique needs of students and teachers; and consider both the long-term cost of ownership of the technological equipment and flexibility for innovation.

3.2 Accounting Financial Reports and Statements

The Board must adopt and instill a standard school fiscal accounting system that meets the minimum requirements prescribed by the State Board of Education; is consistent with state financial laws, does not misrepresent the nature, scope or duration of the financial activities of the state or FFA; and conforms with generally accepted accounting principles.

A report of the revenues and expenditures for the preceding fiscal year shall be filed with TEA on or before the date set by the State Board of Education. The Board shall prepare an annual financial statement that shows the following for each fund subject to its authority during the fiscal year:

1. Total receipts of the fund, itemized by source of revenues;
2. The total disbursements of the fund, itemized by the nature of the expenditure;
3. The balance in the fund at the close of the fiscal year.

3.3 Purchasing and Acquisition

The Board may adopt rules and procedures for the acquisition of goods and services. All School contracts, except contracts for the purchase of produce or vehicle fuel, that are valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for FFA.

The purchasing requirements do not apply to a contract for professional services rendered, including the services of an architect, attorney or fiscal agent. Competitive bids shall not be solicited for professional services outlined in Texas Education Code Section 44.031(f).

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services and to determine the method of purchasing goods and services for transactions valued at less than \$50,000.

All School purchases/services that exceed \$50,000, other than personnel costs, must be competitive and bids must be approved by the Board.

3.4 Investment Policy

The purpose of this Policy is to set specific investment policy and strategy guidelines, subject to the Act and other applicable laws and rules. This investment policy applies to all financial assets of the FFA. It is the policy of the FFA that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the FFA and conforming to the Public Funds Investment Act (PFIA), Texas Government Code Chapter 2256, as applied to open-enrollment charter schools under Texas Education Code Section 12.1053(b)(3) and Texas Administrative Code, Title 19, Section 100.1045.

3.4.1 Objectives

It is the policy of the FFA that all funds shall be managed and invested with three primary objectives, listed in order of priority: preservation and safety of principal, liquidity, and yield. Investments are to be chosen in a manner which promotes diversity by market sector, credit and maturity. Any earnings from the investment of funds will be used in a manner that best serves the interests of the FFA.

The choice of high-grade, government investments and high-grade, money market instruments are designed to assure the marketability of those investments should liquidity needs arise. To match anticipated cash flow requirements the maximum weighted average maturity (WAM) of the overall portfolio may not exceed six months.

3.4.2 Preservation and Safety of Principal

The primary objective of the investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from security defaults, safekeeping, or erosion of market value.

3.4.3 Liquidity

The investment portfolio shall be structured to meet all expected obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintain additional liquidity for unexpected liabilities.

3.4.4 Yield

The benchmark for the commingled portfolio shall be the Three (3)-month U.S. Treasury, designated for its comparability to the expected average cash flow pattern. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

The FFA shall maintain a cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets. Cash management is the process of managing monies in order to ensure maximum cash availability and reasonable yield on short-term investments.

3.4.5 Investment Strategy

The FFA maintains one commingled portfolio for investment purposes which incorporates the specific investment strategy considerations and the unique characteristics of the fund groups represented in the portfolio. The FFA maintains a debt service portfolio for investment purposes as a requirement of each loan entity. Fees accounts will follow the same guidelines as the comingled portfolio. The FFA shall pursue conservative buy-and-hold portfolio management strategy.

The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity is provided. The investments should include high quality, short term maturity securities (under one year) to create a laddered maturity structure. The maximum dollar weighted average maturity of six months or less will be calculated using the stated final maturity date of each investment including liquid funds. The maximum final stated maturity of any investment shall not exceed one year.

3.4.6 Investment Officer(s)

The Assistant Superintendent is designated as the Investment Officer responsible for investment decisions and activities. The FFA Board of Trustees may designate other individuals to serve as Investment Officer individually or in combination with the Assistant Superintendent. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and supporting rules or procedures.

All Investment Officers shall attend at least one training session, in accordance with the PFIA, within 12 months after assuming investment duties and shall attend ten hours of training every two consecutive years, beginning with the first day of the FFA fiscal year.

The Investment Officer is responsible for creating and maintaining the portfolio in accordance with this Policy, providing timely quarterly reporting to the governing body, and establishing procedures and controls for the process and other involved parties (*e.g.*, brokers, banks, pools).

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship, as defined by the Act, with an organization seeking to sell an investment to the FFA shall file a statement disclosing that personal business interest to the FFA Board of Trustees.

3.4.6 Investment Officer Responsibilities

The Investment Officer shall make investments with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds under FFA control and over which the Investment Officer has responsibility, rather than a consideration as to the prudence of a single investment, and whether the investment decision was consistent with this Investment Policy.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

3.4.7 Responsibilities of the Board of Trustees

The FFA Board of Trustees holds the ultimate fiduciary responsibility for the portfolio(s). It shall designate the Investment Officer, receive and review quarterly reporting, provide for investment officer training, and approve broker/dealers. The Board shall review the Investment Policy at least annually.

3.4.8 Internal Controls

The Investment Officer is responsible for establishing and maintaining an internal control structure designed to reasonably assure that assets are protected from loss, theft, or misuse. The internal controls shall address the following points at a minimum:

- Control of collusion;
- Separation of transaction authority from accounting and record keeping;
- Custodial safekeeping;
- Clear delegation of authority;
- Written confirmation for all transactions; and
- Review, maintenance and monitoring of security procedures both manual and automated.

State funds invested by the FFA shall be maintained in a discrete charter investment account, separate and distinct from the operating accounts for the FFA and separate and distinct from any investment accounts related to non-charter activities.

3.4.9 Compliance Audit

The Investment Officer shall complete an annual independent review to assure compliance with state law, policies and procedures. An external auditor shall review the quarterly investment reports if the FFA invests in other than pools and depository certificates of deposit.

3.4.10 Monitoring Credit Ratings

The Investment Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the

Investment Officer shall notify the FFA Board of Trustees of the loss of rating and liquidate the investment within one week.

3.4.11 Authorized Investments

Assets of the FFA may be invested only in the following instruments as further defined by the PFIA. All investment transactions will be made on a competitive basis.

1. Obligations of the U.S. Government, its agencies and instrumentalities and securities with the full faith and credit backing of the U.S. Government with a maximum stated maturity of one year to exclude mortgage backed securities;
2. Fully collateralized depository certificates of deposit of banks doing business in Texas, with a maximum maturity of one year guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC);
3. AAA-rated, constant-dollar Texas Local Government Investment Pools as defined by the PFIA and authorized by resolution of the governing body;
4. AAA-rated, SEC registered money market mutual funds as defined by the PFIA;
5. FDIC insured or collateralized interest bearing and money market accounts from any FDIC insured bank in Texas.

3.4.12 Delivery Versus Payment

All securities (U.S. obligations) shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the FFA's approved custodian. The custodian shall provide the FFA with proof of ownership or claim by an original document delivered to the FFA.

3.4.13 Quarterly Reporting

The Investment Officer(s) shall submit a signed quarterly investment report to the FFA Board of Trustees in accordance with the PFIA containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program and consistent with statutory requirements. The reports shall summarize investment strategies employed in the most recent quarter and fully describe investment securities, maturities, risk characteristics, and investment return for the quarter. The report will include the following at a minimum:

- A full description of each individual security or position held at the end of the reporting period including the book and market value at the beginning and end of the period;
- Unrealized gains or losses;
- Overall change in market value during the period as a measure of volatility;
- Weighted average yield of the portfolio and its applicable benchmarks;
- Earnings for the period;
- Analysis of the total portfolio by market sector and maturity; and
- Statement of compliance of the investment portfolio with the PFIA and the Investment Policy.

Market prices for the calculation of market value will be obtained from independent sources.

3.4.14 Other Involved Parties and Entities

3.4.14.1 Depository

At least annually a banking services depository contract shall be reviewed. At such time a new banking services depository is deemed necessary it shall be selected through a competitive request for proposal (RFP) or bid process. In selecting a depository, the services, cost of services, credit worthiness, earnings potential, and collateralization by the institutions shall be considered. All time and demand deposits in any depository of the FFA shall be FDIC insured at all times.

3.4.14.2 Security Broker/Dealers

All financial institutions and broker/dealers who desire to transact business with the FFA must supply the following documents to be maintained by the FFA Finance Department:

- Financial Industry Regulatory Agency (FINRA) certification and CRD number;
- Proof of Texas State Securities registration; and
- Investment Policy review certification.

Each broker/bank/pool must be provided a copy of the current Investment Policy and certify to a review stating understanding of the FFA Investment Policy and that controls are in place to assure only investments which comply with this Investment Policy will be sold to the FFA.

A list of qualified brokers, not pools or banks, will be reviewed at least annually by the FFA Board. In order to perfect the DVP process the banking services depository, or its brokerage subsidiary, will not be used as a broker-except in the case of an interest bearing savings account.

3.4.15 Safekeeping

The laws of the State and this Policy require that all purchased securities be cleared to safekeeping on a DVP basis and be held in safekeeping by an independent third party financial institution, or the FFA's banking services depository.

All safekeeping arrangements shall be approved by the Investment Officer and an agreement of the terms executed in writing. The safekeeping agent shall be required to issue safekeeping receipts listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the FFA.

3.5 Safety Program/Risk Management/Medical Treatment of Students

3.5.1 Multihazard Emergency Operations Plan

FFA shall adopt and implement a multihazard emergency operations plan for use in School facilities, which must address prevention, mitigation, preparedness, response and recovery in the case of an emergency, including the prompt recovery of services provided by the school, as further defined by Texas Education Code § 37.108. The multihazard emergency plan shall also include response plan for an active shooter emergency.

The multihazard emergency operations plan will be reviewed each year with the Campus Administrators, teachers and students to ensure compliance with all state and federal regulations. A safety and security audit of FFA facilities shall be conducted once every 3 years, and shall report the results of the audit to the Board of Trustees and to the Texas School Safety Center. FFA shall also conduct a security review as described by Texas Education Code § 37.1087 for each any facility that FFA constructs, acquires, renovates, or improves.

FFA employees shall be trained annually to respond to an emergency. Multi-hazard preparedness drills will be conducted to ensure students and employees are prepared to respond to emergency situations. Pursuant Section 441.3735 of the Texas Government Code, an individual who is employed or appointed by FFA and whose duties include communicating with the public during a disaster regarding the disaster shall obtain certification in emergency communications from the division and complete continuing education on emergency communications.

FFA shall establish a school safety and security committee, in accordance with Texas Education Code § 37.109. Meetings of the Committee shall be subject to the requirements of the Texas Open Meetings Act.

3.5.2 Dismissal During Unusual or Emergency Situations

The Superintendent shall have the authority to dismiss students and employees from school property for a part of a day or longer, if necessary in case of unusual or emergency situations. In the event such actions require the alteration of the annual school calendar, the Superintendent shall prepare recommendations to the Board for approval of a revised annual calendar.

3.5.3 Automated External Defibrillators

FFA shall annually make available to FFA employees and volunteer nurses instruction in the principles and techniques of cardiopulmonary resuscitation and the use of an automated external defibrillator.

3.5.4 Administration of Medicine to Students

No FFA employee shall give any student prescription medication, nonprescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this policy and the FFA Student/Parent Handbook.

FFA may authorize specific employee to administer medicine to a student. An authorized employee may provide student prescribed medication if:

- 1) A completed and approved Physician/Parent Request for Administration of Medicine or Special Procedure Form is received by FFA from the parent, legal guardian, or other person having legal control of the student; and
- 2) the medicine administered is from the original container that is properly labeled or a comes from a properly labeled unit dosage container filled by a registered nurse or another qualified district or school nurse.

An authorized employee may provide student over-the-counter and nonprescription medication without further authorization or written protocol from the student's health care provider:

- 1) A completed and approved Physician/Parent Request for Administration of Medicine or Special Procedure Form;
- 2) the medicine administered is from the original container that is properly labeled or a comes from a properly labeled unit dosage container filled by a registered nurse or another qualified district or school nurse; and
- 3) the dose administered is consistent with the instructions on the container's label.

An authorized employee acting in accordance with this policy is immune from civil liability and administrative disciplinary action. An authorized employee who is also a campus nurse is recommended to consult with the Texas Board of Nursing for purposes of licensure requirements.

3.5.5 Concussion Response

As provided under Section 38.151 of the Texas Education Code, "concussion" means a "complex pathophysiological process affecting the brain caused by a traumatic physical force or impact to the head or body, which may:

- (A) include temporary or prolonged altered brain function resulting in physical, cognitive, or emotional symptoms or altered sleep patterns; and
- (B) involves loss of consciousness.

If a FFA employee or volunteer believes that an enrolled student has sustained a concussion, the School shall:

- 1) immediately remove the student from a school-sponsored or school-related activity;
- 2) provide notice to the student's parent or guardian or another person with legal authority to make medical decisions for the student of the student's suspected concussion and removal; and
- 3) assure that the student's return to a school-sponsored or school-related activity is only after the requirements under Section 38.157(a) of the Texas Education Code has been satisfied.

3.5.6 Establishment of School Guardian Program

Recognizing that response from emergency responders, including law enforcement personnel, may not be sufficiently prompt to prevent harm in the event of an emergency, the Board adopts the following policy to address concerns about effective and timely response to emergency situations on FFA property, including invasion of schools by an armed outsider, hostage situations, students who are armed and posing a threat of physical harm to themselves or others, acts of terrorism and related criminal activity, and similar circumstances.

Pursuant to its authority under Texas Penal Code 46.03(a)(1), the Board may, from time to time, authorize specific FFA employees to possess certain firearms on FFA property, at FFA-

sponsored or sanctioned events, and at Board meetings. Those specifically authorized individuals shall be approved by separate action of the Board. The Board shall issue written authorization to those employees.

Only those employees who have obtained and maintain a current license to carry a handgun, in accordance with Texas law, are eligible to be considered under this policy. Any FFA employee so authorized to carry a firearm under this policy shall be provided additional training as deemed necessary by the Board.

The Board will adopt additional rules or procedures as necessary for implementation of this policy and authorizes the Superintendent to take reasonable action to implement such policies, rules or procedures.

3.5.7 Establishment of School Health Advisory Council

The Board shall establish a local school health advisory council (SHAC) to assist the School in ensuring local community values are reflected in the FFA health education instruction, in accordance with Texas Education Code 28.004. FFA must consider the recommendations of the SHAC before changing the health education instruction. The SHAC shall have those duties outlined in Section 28.004.

The Board shall appoint at least five members to the SHAC, a majority of whom must be parents of students enrolled in FFA who are not employed by FFA. One of those members shall serve as chair or co-chair of the SHAC. The Board may also appoint one or more persons from each of the following groups: FFA teachers, school counselors, school administrators; FFA students; health care professionals; the business community; law enforcement; senior citizens; clergy; nonprofit health organizations; and local domestic violence programs.

The SHAC shall meet in accordance with the requirements detailed in Section 28.004(d-1).

3.6 Buildings, Grounds and Equipment Management

3.6.1 Energy Usage

The Board shall establish a long-range energy plan to conserve energy consumption.

Each energy or water conservation measure shall comply with current local, state and federal construction, plumbing and environmental codes and regulations.

3.6.2 Visitors

All visitors to FFA property shall be required to check in with the administration office on the property before entering into other areas of the property, and shall comply with all applicable rules and requests from FFA employees. Each campus principal has the authority to remove an individual from campus property that has no legitimate business on the property or refuses to comply with visitor procedures and rules. Access to school building and grounds after regular school hours shall be limited to FFA employees fulfilling the duties and responsibilities of their position.

Any person subject to registration as a sex offender under Texas Code of Criminal Procedure Chapter 62 shall immediately notify the principal's office of his or her presence and registration status upon entering the premises of a FFA campus. "Premises" includes buildings and grounds, including driveways, streets, sidewalks, or parking lots. The principal may provide a chaperon to accompany the person while the person is on the premises of the school. These requirements do not apply to: (1) FFA students; (2) students of visiting schools participating in an event at FFA; or (3) persons who have entered into a written agreement with FFA exempting them from these requirements.

The Board may enter into a contract on behalf of the School with any school, corporation, city, university or college to utilize the athletic facilities of the other entity for a school-related purpose.

3.6.3 Facility Usage

FFA may allow a religious organization to use its facilities to host religious worship, services, sermons, or assemblies, in accordance with Section 11.173 of the Texas Education Code and only if:

1. the use of the facilities does not interfere with FFA's primary educational mission;
2. the religious organization provides the fair market rental value or reimbursement for utilities, security, and other costs related to the use of the facilities as determined by the FFA Board, unless otherwise waived by the Board;
3. the religious organization agrees to be held liable for any damages that occur in the organization's use of FFA's facilities;
4. the religious organization is subject to the same rental terms for the use of the facilities that a nonreligious organization would be subjected to for that use; and
5. any additional requirements imposed by other law for the use of the facilities are satisfied.

3.6.4 Facility Maintenance

The Superintendent shall ensure that buildings are inspected regularly. All School buildings shall be maintained in accordance with local and state regulations.

All new facilities and major space renovations shall meet the facility standards established by local and state regulations as well as federal law.

Damage of any nature to school property, shall be report to the Campus Administrator who shall then report to the Superintendent. Students or employees who damage buildings or equipment may be disciplined and required to pay for the damages that result. Parents and guardians may be held liable for damage to School property caused by their child.

3.6.5 Security

An adequate key control system, which shall limit access to authorized personnel and safeguard against the potential of unauthorized persons entering School owned or controlled buildings or facilities, shall be developed by the Superintendent or the Superintendent's designee.

For the purpose of promoting the safety and security of students, employees, visitors, and School property, and for the purpose of deterring breaches in School security, surveillance cameras may be installed and operated on School property and in and around School facilities, including in the common areas, the perimeter, parking lots and grounds, in cafeterias and on School-owned or leased vehicles.

3.7 Transportation Management

FFA may establish and operate a public school transportation system in the district or outside the district. For that part of the system that FFA operates directly, it shall employ bus drivers certified by the Department of Public Safety.

If FFA operates a transportation system, FFA is entitled to a state transportation allotment. The allotted funds are based on the cost of providing transportation services to students.

A person may not operate a school bus if 1) the door of the school bus is open or 2) the number of passengers on the bus is greater than the manufacturer's design capacity for the bus.

The Board, after determining eligibility for transportation services, shall allow a parent to designate a child-care facility or the resident of a grandparent of the child instead of the child's resident as the regular location for purposes of obtaining transportation under the system to and from the child's school. Either designated location must be an approved stop on an approved route.

"Child-care facility" means a facility licensed, certified, or registered by the Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment or supervision for a child who is not related by blood, marriage or adoption to the owner or operation of the facility for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

When transporting students in connection with school activities other than on routes to and from school, the operator of the vehicle shall ensure that the number of passengers does not exceed the designed capacity of the vehicle and that each passenger is secured by a safety belt.

FFA may purchase school motor vehicles through the comptroller or through competitive bidding

Each contract proposed to be made by FFA for the purchase or lease of one or more school buses must be submitted to complete bidding when the contract is values at \$20,000 or more.

School buses operated by FFA shall be maintained and inspected as required by the Transportation Code.

The Board may contract with any person for use, acquisition, lease or lease with option or options to purchase school buses, if the Board determines such a contract to be economically advantageous to FFA. Such a contract may have any lawful term or not less than two or more than ten years. Competitive bidding requirements apply to each contract for the purchase or lease of a school bus.

FFA-owned vehicles used exclusively for FFA are exempt from the state registration fee; however, they shall be registered in accordance with general statutes relating to motor vehicle registration.

Exempt license plates shall not be issued to vehicles unless the applicant for registration certified in writing that the name of FFA is printed on each side of the vehicle. School buses operated by FFA shall be maintained and inspected as required by the Transportation Code.

The exterior of a school bus may not bear advertising or another paid announcement directed at the public if the advertising or announcement distract from the effectiveness of required safety-warning equipment. A school bus that violates this section or rules adopted under this section shall be placed out of service until it complies.

FFA may allow advertisements on school buses in accordance with rules adopted by the Texas Department of Public Safety. The rules apply to all school buses used to transport all public school students.

For purposes of this policy “advertisement” means any communication brought to the attention of the public by paid announcement or in return for public recognition in connection with an event or offer or sale of a product or service, except for a single-line listing of FFA’s name and/or a school or manufacturer logo approved by the Texas Department of Public Safety. Advertisements must be of a material and in a location specified in the rules.

The Board may contract with non-school organizations for use of school buses.

The Board may provide services for the maintenance and operation of buses used by non-school organizations in accordance with the contracts of such use.

FFA shall meet or exceed the safety standards for school buses established by the Department of Public Safety with the advice of TEA. If FFA fails or refuses to meet these standards, it shall be ineligible to receive its transportation allotment until the first anniversary of the date FFA begins compliance.

FFA may not require or allow a child to stand on a moving bus or passenger van.

The operation of a school bus, while operating the bus, shall prohibit a passenger from standing in the bus or sitting on the floor of the bus or in any location on the bus that is not designed as a seat.

A bus, including a school bus and a school activity bus, operated by or contracted for use by the FFA for the transportation of school children shall be equipped with a three-point seat belt for each passenger, including the operator.

FFA shall require each student riding a bus operated by FFA to wear a seat belt. FFA may implement a disciplinary policy to enforce the use of seat belts by students.

Pursuant to the safety standards established by DPS, FFA may conduct a training session for students and teachers concerning procedures for evacuating a school bus during an emergency.

The training must be based on the recommendations of the most recent edition of the National School Transportation Specifications and Procedures or a similar school transportation safety manual.

Immediately before each field trip involving transportation by school bus, FFA is encouraged to review school bus emergency exit evacuation procedures with the school bus passengers including a demonstration of the school bus emergency exits and the safe manner to exit.

An operator may not use a wireless communication device while operating a motor vehicle within a school-crossing zone unless the vehicle is stopped or the wireless communication device is used with a hands-free device. An operator may not use a wireless communication device while operating a passenger bus with a minor passenger on the bus unless the passenger bus is stopped.

Any person who intentionally disrupts, prevents or interferes with the lawful transportation of student to and from school or activities sponsored by a school on a vehicle owned and/or operated by FFA or uses or exhibits a firearm while on FFA-operated vehicles shall be reported to proper law enforcement and banned from vehicles indefinitely.

FFA shall provide DPS written notification of any accident directly or indirectly involving a school bus operated by or for FFA that bears advertising or another paid announcement. Notice must be received not more than five days from the date of the accident and shall include:

- The name and address of the owner of the school bus;
- The name and driver's license number of the school bus operator
- The date of the accident;
- The city or country where the accident occurred, and
- The investigated police agency.

FFA shall report annually to TEA the number of accidents in which their buses were involved in the past year in a manner prescribed by the Commissioners. FFA shall file annual report to TEA only in the period beginning July 1 and ending July 31 and shall include the following information in the report:

- The total number of bus accidents;
- The date of each accident
- The type of bus involved in each accident
- Whether the bus involved in each accident was equipped with seat belts and, if so, the type of seat belts;
- The number of students and adults involved in each accident;

- The number and types of injuries that were sustained by the bus passenger in each accident and;
- Whether the injured passengers in each accident were wearing seat belts at the time of the accident and, if so, the type of seat belts.

FFA shall report a bus accident involving a school bus if the bus is owned leased, contracted or chartered by FFA and was transporting FFA personnel, students, or a combination of personnel and students or if the bus was driven by a FFA employee or by an employee of FFA's bus contractor with no passengers on board and the accident involved a collision with a pedestrian.

3.8 Food Services Management

FFA shall provide breakfast and lunch to students in accordance with state and federal law. The School must comply with the nutrition policies in the Child Nutrition Program and those outlined by the Texas Department of Agriculture. Additionally, FFA may not provide as part of a free or reduced-price meal any food that contains the list of substances provided under Section 33.9011 of the Texas Education Code, unless it has receives a waiver to do otherwise.

If at least ten percent of the students enrolled in the school are eligible for free or reduced-price breakfasts under the national school breakfast program provided for by the Child Nutrition Act of 1966, the School shall participate in the program and extend its benefits to all eligible students in the school.

The School may not adopt any rule, policy or program that would prohibit a parent or grandparent of a student from providing any food product of the parent's grandparent's or guardian's choice to children in the classroom of the child on the occasion of the child's birthday or children at a school-designated function.

FFA may allow a campus to elect to donate food to a nonprofit organization through an official of the nonprofit organization who is directly affiliated with the campus, including a teacher, counselor, or parent of a student enrolled at the campus. Donated food may be received, stored, and distributed on the campus and may include: (1) surplus food prepared for meals served at a school cafeteria; or (2) food donated to the campus as the result of a food drive or similar event. If a campus elects to donate food to a nonprofit, the campus may donate the following types of food: (1) packaged or unpackaged unserved food; (2) packaged served food if the packaging is in good condition; (3) whole, uncut produce; (4) wrapped raw produce; and (5) unpeeled fruit required to be peeled before consumption.

3.9 Use of School Communications

The school mail system is not a public forum and shall be used only for School related business. The school mail system shall not be used for personal communications, notifications, flyers, or other distribution of information that is not related to School business. With the permission of the Superintendent or designee, internal mailboxes at an individual campus may be used by campus employees and school-sponsored or school support groups affiliated with the campus. Reasonable restrictions may be placed on any such use of the campus mail systems including frequency, amount, and timing.

No officer or employee of FFA may knowingly use or authorize the use of the School's internal mail system or electronic mail system for the distribution of political advertising. "Political advertising" means a communication supporting or opposing a candidate for nomination or election to a public office or office of a political party, a political party or a public officer.

3.10 Acceptable Use of Technology Resources

FFA provides network access, Internet access, and an electronic mail account to its employees. Employees shall use these technology resources for school-related purposes, and may only make limited personal use of the FFA technology resources if such personal use does not unreasonably burden the FFA system or interfere with the employee's job performance. All employees are required to comply with the FFA Acceptable Use Policy (AUP) and with any other rules related to use of the FFA technology resources, including the Employee Handbook. Failure to comply with applicable rules may result in disciplinary action or termination of employment.

3.10.1. Purpose and Legal Authorities

The District provides electronic network and internet access to advance educational excellence, innovation, and digital literacy. This policy ensures the District satisfies the statutory requirements of:

- The federal [Children's Internet Protection Act \(CIPA\)](#)
- The Protecting Children in the 21st Century Act
- The Texas [Securing Children Online through Parental Empowerment \(SCOPE\) Act](#)
- Texas Education Code [TEC § 32.001](#) regarding technology standards.

3.10.2. Technology Protection Measures (Internet Filtering)

The District shall deploy and maintain network-level hardware or software filtering tools that continuously block or filter internet access to visual depictions and content that are:

- Obscene or pornographic.
- Child pornography as defined by federal and state criminal statutes.
- Harmful to minors, or considered "harmful material" under the [Texas SCOPE Act](#).
- Associated with malicious hacking, unauthorized network bypass, or proxy circumvention tools.

Filter Disabling Protocol

An administrator, technology coordinator, or other authorized District official may disable the technology protection measure during adult use to enable bona fide research or other lawful educational purposes.

3.10.3. Monitoring and Security of Minors Online

The District will actively supervise and monitor the online activities of minors utilizing school-sanctioned networks or District-owned devices.

- **Electronic Logging:** Web browsing history, network activity logs, and digital communications may be recorded and retained indefinitely.
- **No Expectation of Privacy:** Users have no expectation of privacy when using District-owned hardware, networks, or cloud infrastructure.
- **Data Security:** In compliance with the Texas Data Privacy Agreement (TX-DPA) standards, all vendors managing student data must use domestic data hosting, strict multi-factor authentication, and secure encryption protocols.

3.10.4. Inappropriate and Unauthorized Network Usage

To ensure student safety and network integrity, the following actions are strictly prohibited on all District systems:

- **Unauthorized Access:** Engaging in "hacking," digital trespassing, or accessing accounts without authorization.
- **Safety Compromises:** Disclosing, using, or disseminating personal identifiable information (PII) of minors without authorization.
- **Unauthorized Communications:** Utilizing unapproved chat rooms, public message boards, or unauthorized electronic messaging platforms.
- **Commercial Exploitation:** Using the network for commercial advertising, personal financial gain, or unauthorized product placement.

3.10.5. Mandatory Digital Citizenship Education

Pursuant to the Protecting Children in the 21st Century Act, the District will provide age-appropriate training and curriculum annually to all students. This curriculum must cover:

- **Appropriate Online Behavior:** Safe practices on social networking platforms, online forums, and digital communication tools.
- **Cyberbullying Awareness:** Recognizing, preventing, and responding to electronic harassment or bullying.
- **Digital Footprints:** Comprehending the long-term impact of shared online text, photos, and personal data.

3.10.6. Parental Empowerment and Control (Texas SCOPE Act Compliance)

In alignment with Texas state regulations, the District provides structural mechanisms to allow parents and legal guardians control over their student's digital environment:

- **Account Inspection:** Parents retain the right to inspect all digital platforms, software applications, and resources assigned to their child.
- **Privacy Controls:** Parents can review and adjust student profile privacy settings on District-managed applications.
- **Content Restrictions:** The District will provide parents options to limit or restrict a student's access to external web platforms during non-instructional hours.

3.10. 7. Public Notice and Hearing Process

To fulfill CIPA legal adoption mandates, the District will perform the following public accountability steps:

1. **Public Notice:** Provide public notice to the community regarding the content of this policy.
2. **Public Hearing:** Conduct at least one public hearing or open school board meeting to permit stakeholder discussion and gather public input.
3. **Documentation:** Retain official minutes, board resolutions, and meeting notices to prove compliance during FCC or E-rate audits.

3.11- Integrated Pest Management Program

3.11.1: Objective: In accordance with 4 Tex. Admin. Code § 7.201, FFA shall establish, implement, and maintain an Integrated Pest Management (IPM) program.

3.11.2: Definition: Integrated Pest Management (IPM) means pest management strategy that relies on multiple pest control tactics, including the judicious use of pesticides, informed by accurate identification and scientific knowledge of pests, reliable monitoring methods to assess pest presence, preventative measures to avoid pest infestations, and thresholds to determine when corrective control measures are needed. See 4 Tex. Admin. Code 7.114(13).

3.11.3: Board Policy Approval: The FFA Board shall approve a IPM policy, stating FFA's commitment to follow IPM guidelines in all pest control activities that take place on FFA school property.

3.11.4: Governing Law of IPM Program: Texas regulations and FFA's policy shall govern FFA's use of pesticides and any chemicals for the purpose of controlling pests, rodents, insects, and weeds in and around FFA's facilities.

3.11.5: IPM Coordinator:

- A. FFA shall appoint an IPM Coordinator(s) to implement FFA's IPM program. Not later than 90 days after the Superintendent designates or replaces an IPM Coordinator(s), FFA shall report to the Texas Department of Agriculture the newly appointed coordinator's name, address, telephone number, email address and the effective date of the appointment. The IPM coordinator(s) shall receive training in accordance with Texas law.
- B. In the event that FFA appoints more than one IPM Coordinator, FFA shall designate a Responsible IPM Coordinator who will have overall responsibility for the IPM program and provides oversight of subordinate IPM Coordinators regarding IPM program decisions.
- C. In the event that FFA removes an IPM Coordinator, the departing IPM Coordinator, Superintendent, or Superintendent's designee shall notify the Texas Department of Agriculture of the removal within ten (10) days in writing. FFA may not be without an IPM Coordinator for more than 30 days.
- D. The Superintendent may approve specific FFA employees to be trained by the IPM Coordinator for the purposes of carrying out the IPM program.

See 4 Tex. Admin. Code § 7.201(2)

3.11.6 : IPM Coordinator Duties: The IPM Coordinator shall oversee and be responsible for:

- A. coordination of pest management personnel, ensuring that all school employees who perform pest control, including those employees authorized to perform incidental use applications, have the necessary training, are equipped with the appropriate personal protective equipment, and have the necessary licenses for their pest management responsibilities;
- B. ensuring that all IPM program records, including incidental use training records, pest-related work orders, pest control service reports, pesticide applications, and pesticide complaints are maintained for a period of two (2) years and are made available to a department inspector upon request;
- C. working with FFA administrators to ensure that all pest control proposal specifications for outside contractors are compatible with IPM principles, and that contractors work under the guidelines of FFA's policies;
- D. ensuring that all pesticides used on FFA property are in compliance with the FFA's IPM program and that current pesticide labels and Safety Data Sheets (SDS) are available for interested individuals upon request;

- E. overseeing and implementing that portion of the plan that ensures that FFA administrators and relevant FFA personnel are provided opportunities to be informed and educated about their roles in the IPM program, reporting, and notification procedures;
 - F. ensuring that pesticide applications, including the approval of emergency applications at buildings and on FFA's property, are conducted in accordance with Texas law; and
 - G. maintaining a current copy of this IPM policy and making available to a department inspector upon request.
- See 4 Tex. Admin. Code § 7.202(d)

3.11.7: Application of Pesticides and Chemicals:

- A. For pest control activities, FFA shall employ or contract with a licensed applicator.
- B. If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law.
- C. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a FFA facility other than the person employed or entity contracted under this section.
- D. Any approved applicator or licensed technician shall adhere to the following when providing pest services on FFA property :
 - a. apply only EPA labeled pesticides, appropriate for the target pest, except as provided as otherwise provided under Texas law
 - b. provide the structural pest management needs of FFA by following the FFA's IPM program and these regulations;
 - c. obtain written approval from the IPM Coordinator(s) for the use of pesticides in accordance with Texas law;
 - d. handle and forward to the IPM Coordinator(s) records of IPM activities, any complaints relating to pest problems, and pesticide use;
 - e. ensure that pesticide use records are forwarded to the IPM Coordinator within two (2) business days or in a time frame as agreed to by the IPM Coordinator;
 - f. consult with the IPM Coordinator(s) concerning the use of control measures in buildings and grounds, including residential properties; and
 - g. ensure that all pest control activities are consistent with FFA's IPM program and IPM policy.

See 4 Tex. Admin Code § 7.203

3.11.8: Notification

- A. FFA shall prior to or by the first week of school attendance, ensure that a procedure is in place to provide prior notification of pesticide application.
- B. The IPM Coordinator must notify FFA staff of indoor pest treatment by posting in any common access areas that the individuals are likely to enter on a regular basis at least 48 hours before any planned treatment. FFA shall also make available, on request, the consumer information sheet made available by the certified applicator or technician.
- C. Parents and students who request in writing to be notified of pesticide applications may be notified by communication method established by FFA .

See 4 Tex. Admin Code §§ 146(c), 147(e), 147(g), 148(b), and 148(d); Also see Texas Occupations Code 1951.455(a).

3.11.9 Emergency Application

- The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

- An emergency is defined as an imminent hazard to health. An emergency treatment is limited to the localized area of the emergency.
- FFA and any certified applicator must sign a statement providing that an emergency exists which requires immediate treatment.
- The statement must be kept on file with the pest control use records.
- If the IPM, Superintendent or Superintendent's designee is not available to sign a statement at the time of treatment, that shall be recorded in the use records along with the Superintendent's name and contact.

3.11.10. Incidental Use:

- A. The Incidental Use Fact Sheet must contain the text provided in 4 Tex. Admin. Code § 7.205.
- B. The Incident Use Fact Sheet must be provided during pesticide instruction and training by the IPM coordinator to FFA employee whose primary duty is not pest control, and whose work may include tasks subject to the exception.
- C. The IPM coordinator must provide records to FFA administration of all the training conducted annually.
- D. Pest control use records for all incidental pesticide use application, including the reason for application and justification for emergency, must be maintained by FFA for two (2) years.

SECTION 4: PERSONNEL

4.1 Equal Treatment

4.1.1 Discrimination

FFA shall not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment on the basis of any of the following protected characteristics:

1. Race, ethnicity, or national origin;
2. Sex;
3. Religion;
4. Age (applies to individuals who are 40 years of age or older);

5. Disability; or
6. Any other protected characteristic or consideration.

The School shall post in conspicuous places upon its premises a notice setting forth the information the Equal Employment Opportunity Commission deems appropriate to effectuate the purposes of the anti-discrimination laws. FFA shall designate at least one employee to coordinate its efforts to comply with Title VII, Title IX, Section 504, the Age Discrimination in Employment Act, and the American Disability Act. FFA shall notify all employees of the name, office address, and telephone number of the employee(s) so designated.

4.1.2 Harassment

Discrimination includes harassment (*i.e.*, physical, verbal, or nonverbal conduct) of an employee based on a protected characteristic (*e.g.*, race, national origin, ethnicity, sex, religion, age, disability, etc.), when the conduct is so severe, persistent or pervasive that it:

- 1) Has the purpose or effect of unreasonably interfering with the employee's work performance;
- 2) Creates an intimidating, threatening, hostile, or offensive work environment; or
- 3) Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Employees are expected to treat each other with respect, and to treat students, parents, and other individuals with respect, which requires sensitivity to people's differences.

4.1.3 Sexual Harassment

Discrimination on the basis of sex includes sexual harassment. Employees shall not engage in unwanted or unwelcome verbal or physical conduct of a sexual nature directed toward another employee. This prohibition applies whether the conduct is by word, gesture, body language, tone, or any other form of direct or indirect communication, and includes requests for sexual favors, unwelcome touching, sexual advances, stalking and sexually-oriented conversations. Sexual harassment occurs when:

- Submission to the conduct is made explicitly or implicitly a term or condition of hiring or continued employment;
- sexual favors made explicitly or implicatively as a basis for employment decisions affecting an employee such as promotion or reassignment;
- sexually-oriented conversations, sounds, gestures, stares, remarks, jokes or other sexually-oriented conduct when such conduct creates an intimidating, hostile or offensive work environment.

4.1.4 Retaliation

An employee has the right to be free from retaliation for reporting in good faith that the employee, or another employee, has experienced discrimination or harassment, or for participating in an investigation into discrimination or harassment. False claims or statements, or refusal to cooperate into an investigation into discrimination or harassment, may result in disciplinary action.

4.1.5 Reporting Discrimination, Harassment or Retaliation

An employee who believes s/he, or another employee, has been or is being subjected to unlawful

discrimination, harassment, or retaliation should promptly make a report to their immediate supervisor or to another administrator or supervisor. A School employee who receives a report of discrimination, harassment, or retaliation shall immediately inform the Superintendent.

The Superintendent shall promptly appoint an individual to conduct an investigation into the allegations. The Superintendent or Superintendent's designee shall take appropriate action pending the outcome of the investigation, and as a result of the investigation, in order to address identified concerns and prevent recurrence. Disciplinary or other corrective action may be taken even if the conduct is not found to rise to the level of unlawful discrimination, harassment, or retaliation as defined by this Policy or by law.

The findings and conclusions of the investigation may be documented in a summary report and filed with the Superintendent's office. Information related to claims of discrimination, harassment and retaliation shall be kept private and not disclosed to the extent possible.

4.1.6 Employees and Applicants with Disabilities

The policies and practices of the FFA shall comply with the Americans with Disabilities Act (ADA). The School shall make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability, unless the accommodation would impose an undue hardship on the operation of the School.

4.2 Employee Qualifications and Credentials

A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or counselor by the School unless the person holds an appropriate certificate or permit and is "highly qualified" as required by No Child Left Behind (NCLB) and the implementing federal and state regulations.

Teachers assigned to bilingual education and ESL programs must be appropriately certified in bilingual education or ESL, respectively.

As a condition of receiving assistance under Title I, Part A of the ESEA, the School shall, at the beginning of each school year, notify the parents of each student attending any school receiving such funds that the parents may request, and the School shall provide the parents on request, information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived;
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree; and
4. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

A school that receives such federal funds also shall provide to each individual parent timely notice if the child has been assigned or has been taught for four or more consecutive weeks by a teacher who is not highlyqualified.

4.3 Standards of Conduct

All employees are expected to treat others with respect, and cooperate with other employees, students, parents, and community members in order to foster a positive and productive educational environment. All employees will be held to the ethical and professional standards set out in the Educators' Code of Ethics.

4.3.1 Educators' Code of Ethics

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. *19 Tex. Admin. Code § 247.1*

Professional Ethical Conduct, Practices, and Performance

Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of FFA, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local Board policies, and other state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9. The educator shall not make threats of violence against FFA employees,

Board members, students, or parents of students.

Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11. The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12. The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13. The educator shall not consume alcoholic beverages on school property or during school activities when students are present.

Ethical Conduct Toward Professional Colleagues

Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3. The educator shall adhere to written local Board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Ethical Conduct Toward Students

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, e-mail, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- c. Whether the communication was made openly or the educator attempted to conceal the communication;
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- e. Whether the communication was sexually explicit; and
- f. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

4.3.2 Improper Relationship with or Treatment of Student or Minor

In addition to all other expectations, restrictions, standards of conduct, and other requirements set out in law, Board Policy and FFA handbooks and rules, all employees and independent contractors are strictly prohibited from:

- A. Abusing or otherwise committing an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; engaging in or soliciting a romantic relationship, sexual contact, or sexual intercourse

- B. with a student or minor.
- C. engaging in any inappropriate communications with a student or minor; and
- D. failing to maintain appropriate boundaries with a student or minor.

As required by Chapter 22A of the Texas Education Code, the Superintendent shall notify the State Board for Educator Certification (SBEC) and/or the Texas Education Agency (TEA) within 48 hours of receiving notice of or becoming aware of any evidence that an employee or service provider engaged in conduct described above. A campus principal must report to the Superintendent within 48 hours of becoming aware of evidence of conduct described above.

Additionally, the Superintendent shall report to SBEC within seven (7) business days of learning of a certified educator's criminal history obtained from a source other than the DPS Clearinghouse, and within 7 business days of a certified educator resigning or being terminated from FFA employment if, at that time, the Superintendent is aware of any evidence that the educator engaged in reportable misconduct under Chapter 22A.

As soon as feasible after FFA becomes aware of alleged misconduct, FFA will provide notice to the parent(s) of any student with whom an employee or service provide is alleged to have engaged in the conduct described above in A-D. The notice will inform the parent(s) of the alleged misconduct, whether the educator was terminated or resigned, and whether a report was submitted to TEA or the State Board of Education concerning the alleged misconduct.

Any employee who knows a person has previously engaged in illegal sexual misconduct with a student or minor and helps that person obtain employment at FFA may face consequences with the State Board for Educator Certification and FFA.

4.3.3 Electronic Communication with Students

FFA employees may communicate electronically with students only if the communication is necessary in the performance of the employee's job duties and responsibilities and in accordance with other FFA rules and procedures. Any other electronic communication with a student shall be considered a violation of the FFA Standards of Conduct, unless the employee and student have a family or appropriate social relationship of which the student's parents are aware (*e.g.*, teacher tutors student outside of school; administrator coaches students summer basketball league). If a student engages in improper communications with a school employee, the employee shall notify his or her campus principal within 24 hours after receiving the communications.

For purposes of this subsection, "electronic communication" means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager and includes e-mails, text messages, instant messages, and any communications made through an Internet website, including a social media website or a social networking website.

Employees may elect not to disclose their personal telephone number or e-mail address to students.

4.3.4 Alcohol and Drug Use

FFA may require that an employee submit to drug or alcohol tests, based on reports, observations, or other information received which leads to a reasonable belief that the employee used drugs or alcohol, or is under the influence of drugs or alcohol, while on School property or while performing

job duties on or off School property.

4.3.5 Reporting Child Abuse

All FFA employees are required to report suspected child abuse or neglect to their immediate supervisor and the appropriate law enforcement entity or Child Protective Services (CPS), as required by Texas Family Code, Chapter 261. Any professional who has cause to believe that a child has been or may be abused or neglected shall make a report as required by law, within 24 hours after the professional first suspects abuse or neglect. A professional may not delegate to or rely on another person to make a report.

4.3.6 Conflicts of Interest

An employee holding one of the following positions shall notify the Superintendent if the employee has a substantial interest in a business entity or real property, as defined in Section 2.4.4 of this Policy, if a decision or action of the FFA could have a special economic effect on that interest: central office administrators, campus administrators, and business manager. If the Superintendent has such an interest in a business entity or real property, the Superintendent shall provide written notice of that interest to the charter holder, Faith Family Kids, Inc., as described in Section 2.4.4.

4.3.7 Performance Evaluations

All employees of FFA will be evaluated using the FFA's established evaluation procedures.

1. Campus Administrators and Assistant Administrators will be evaluated by the Superintendent in a Formative Evaluation conference in the first semester of each school year and in a Summative Evaluation conference in the spring semester using a standardized instrument.
2. Teachers will be evaluated by the Campus Administrator or their designee using state approved appraisal system. Campus administrators will regularly conduct classroom observations in an effort to continually assess teacher performance.
3. All other staff members will be evaluated annually by their immediate supervisor or their designee using a standardized instrument.

4.3.8 Employee Discipline

If determined appropriate by an employee's supervisor, a written disciplinary memo or reprimand may be issued based on the employee's violation of law, FFA policy, rule, regulation, or expected standards of conduct, or other appropriate basis. A copy will be given to the employee and a copy will be forwarded to the Director of Human Resources to be placed in the employee's personnel file. This provision in no way limits a supervisor's discretionary authority to take other disciplinary action or to document performance issues or misconduct through other means.

The Superintendent shall make reports regarding educator conduct to the State Board for Educator Certification (SBEC) as required by applicable laws or regulations, or as deemed appropriate in the discretion of the Superintendent.

4.3.9 Prohibited Activity Related to Diversity, Equity & Inclusion Duties

All FFA employees, contractors and volunteers are prohibited from engaging in diversity, equity and inclusion (DEI) duties as prescribed under Section 11.005 of the Texas Education Code. Any employee or contractor who willingly and knowingly violates this policy by engaging in or assigning a person to perform DEI duties shall be subject to disciplinary action.

4.3.10 Prohibited Activity Related to Enforcement of Critical Race Theory

All FFA employees, contractors and volunteers are prohibited from enforcing any course or subject, including an innovative course in violation of Section 28.002 of the Texas Education Code. Any employee or contractor who willingly and knowingly violates this policy shall be subject to disciplinary action.

4.4 Terms of Employment

4.4.1 At-Will Employees

All employment at FFA shall be at-will, with the exception of the positions identified in Section 4.4.2 as contract positions. An at-will employee may resign at any time with or without notice or cause and may be terminated at any time for any lawful reason, at the sole discretion of the Superintendent.

4.4.2 Contract Employees

Employees in the following positions will receive an employment contract:

1. Superintendent;
2. Campus Principal;
3. Assistant Principal;
4. Counselor;
5. Classroom Teacher;
6. Nurse;
7. Librarian;
8. Other positions as determined appropriate by the Superintendent.

4.4.3 Creation, Modification and Elimination of Positions

As determined by the organization, positions may be created, eliminated, or modified to meet the operational and instructional demands of the School. Funding for the position(s) will be determined based on the job description and specific funding program guidelines. Job descriptions will be developed, updated and maintained for each position.

4.4.4 Reassignment

To the extent permitted by law and policy, all employees are subject to assignment and reassignment at the sole discretion of the Superintendent.

4.4.5 Hiring Procedures

The Director of Human Resources will review all applications and forward the applications of eligible candidates to the appropriate Campus Administrator or Program Director for consideration. The Campus Administrator or Program Director will review the applications and identify appropriate candidates for an interview. All hiring will be approved by the Superintendent.

Certified Positions: Eligible candidates will be interviewed by the Campus Administrator and other FFA personnel using standard interview questions provided by the Human Resources Department. If the candidate is bilingual and applying for a bilingual position, in addition to the interview, the candidate must pass an oral and written fluency requirement. Recommendations for hiring will be forwarded to the Director of Human Resources. Criminal background checks and reference checks will be conducted by the Human Resources Department.

Non-Certified Positions: Recommendations for hiring will be forwarded to the Director of Human Resources.

Pre-Employment Affidavit: All applicants seeking employment with FFA shall submit a pre-employment affidavit, developed by TEA, disclosing whether the applicant has ever been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor. If the applicant answers affirmatively concerning an inappropriate relationship with a minor, the applicant must include in the affidavit all relevant facts pertaining to the charge, adjudication, or conviction, including, for a charge, whether the charge was determined to be true or false. If FFA determines based on the information in the affidavit that a charge against an applicant was false, the applicant may still be considered for employment.

The appropriate compensation and benefits for each position will be determined by the Superintendent in collaboration with the Director of Human Resources.

Necessary paperwork to complete the employment process will be coordinated by the Human Resources Department.

4.4.6 Immigration and Naturalization

Within three (3) business days of employment, FFA shall confirm the employment eligibility of all new hires by examination of documents establishing identity and employment authorization and completion of the I-9 Form of the Federal Immigration Service.

4.4.7 Criminal Background Checks

Each prospective volunteer or applicant for employment will be required to submit to a criminal background check and pre-employment affidavit, as required by Chapter 22 of the Texas Education Code. Volunteers and employees will not be permitted to begin performing services for FFA until a criminal background check has been completed and a pre-employment affidavit is completed and the School has determined that the individual is eligible for volunteer work or employment, based on state law and FFA Board Policy. Misrepresentation or omission of

requested criminal history information during the application or interview process is grounds for denial of employment.

An employee shall report to his or her immediate supervisor or campus principal within three days of an arrest, charge, indictment, conviction, plea, or other criminal adjudication or disposition. Failure to report shall be grounds for disciplinary action up to and including termination of employment.

In reviewing an applicant's or employee's criminal history record and determining whether the individual is eligible for the position sought or held, the School will consider the following factors:

1. Whether the individual is disqualified from FFA employment under state law, including Texas Education Code Section 22.085 and Texas Administrative Code, Title 19 § 100.1151(a);
2. Whether the individual's criminal history renders him or her unfit for the position sought or held, in light of:
 - a. The nature and severity of the offense;
 - b. The individual's age at the time of the offense;
 - c. When the offense occurred (how recently);
 - d. Number, frequency, and/or pattern of offenses;
 - e. Whether there is a nexus between the offense and the position;
 - f. Information provided by the individual;
 - g. The individual's willingness to provide information or explanation for the criminal history at issue;
 - h. Extenuating or aggravating circumstances surrounding the offense.

Only a conviction or guilty plea will be considered evidence of an individual's guilt. The existence of any other form of criminal history (e.g., arrest, charge, dismissal, or other disposition) is not evidence of an individual's commission of criminal conduct. FFA shall seek information from the individual and other reliable sources in order to determine whether the individual committed the underlying conduct.

FFA will require contracting and subcontracting entities who work at FFA instructional facilities to conduct criminal background checks on all employees who have an opportunity for direct contact with students in connection with the employees' continuing duties. All contracting and subcontracting entities will be required to certify to FFA that all employees who will work at FFA instructional facilities are legally authorized to do so based on the results of the employees' criminal background checks.

4.4.8 Resignation of Employment

At-will employees may resign their employment at any time by submitting a written resignation letter to the Superintendent or designee.

Contract employees may resign from employment at any time prior to the 45th calendar day before the first day of instruction (“Voluntary Resignation Date”), by submitting a written resignation letter to the Superintendent or designee. A contract resignation letter received prior to the Voluntary Resignation Date shall be accepted automatically upon receipt by the Superintendent or designee. A contract resignation letter submitted at any other time is subject to the consent and approval of the Superintendent.

Once a resignation is accepted, the employee will complete an “Exit Interview Form” and schedule an exit interview with his/her supervisor or with the Superintendent. On the effective date of resignation, all school property must be turned in before the employee receives his/her last paycheck. The employee’s final paycheck will be made available on the regular pay period, unless otherwise arranged by the Superintendent or designee.

4.4.9 Contract Termination

This section addresses the process for termination of an employment contract prior to the end of the contract term. This policy does not apply to at-will employees, or to the nonrenewal, non-extension, discipline, or reassignment of contract employees.

4.4.9.1 Notice and Opportunity for Hearing

Prior to termination, the Superintendent shall provide the employee with written notice of the Superintendent’s intent to terminate the employee’s contract, including the specific reason(s) for termination and a summary of the evidence supporting the termination. The employee may request the opportunity to be heard by the Superintendent prior to termination. A hearing request must be presented in writing to the Superintendent within ten (10) business days of the date of the notice of intent to terminate. The Superintendent shall notify the employee of the date, time, and location of the hearing.

If an employee requests a hearing following the Superintendent’s notice of intent to terminate, the employee may be suspended with pay until such time as the Superintendent renders a decision on the termination.

4.4.9.2 Hearing Procedures

The Superintendent may set reasonable time limits and guidelines to be followed in the termination hearing. The employee is entitled to a representative of his or her choosing at the hearing, and may present evidence, subject to the discretion of the Superintendent. The Texas Rules of Evidence and Texas Rules of Civil Procedure will not apply to the proceedings. The Superintendent’s decision shall be based on the evidence presented at the hearing, and any other evidence collected in support of the Superintendent’s decision. The Superintendent’s decision shall be effective when it is announced, orally or in writing, to the employee. If the employee does not make a timely request for hearing, the Superintendent may take final action to terminate an employee’s contract.

4.4.9.3 Appeal

If the employee is not satisfied with the Superintendent’s final decision, the employee may appeal the decision to the Board of Trustees. The employee’s appeal must be presented in writing to the Superintendent within ten (10) business days of the date of the Superintendent’s final

decision. The Superintendent shall notify the employee of the date, time, and location of the appeal hearing before the Board of Trustees.

The Board may set reasonable limits and guidelines to be followed in the appeal hearing. Both the employee and the FFA administration are entitled to a representative of their choosing at the hearing, and may present evidence, including direct and cross examination of witnesses, subject to the discretion of the Board President. The Texas Rules of Evidence and Texas Rules of Civil Procedure will not apply to the proceedings. The Board's decision to uphold or overturn the Superintendent's action shall be based on the evidence presented at the hearing and shall be effective when it is announced, orally or in writing, to the employee. If the employee does not timely appeal, the Superintendent's decision is final.

4.4.9.4 Grounds for Termination During Probationary Period

Employment contracts will include a 90-day probationary period. During the first 90 days of the contract, employment will be on an at-will basis and the employee's contract may be terminated for any reason, other than an unlawful reason, at the discretion of the Superintendent. Conversely, an employee may resign for any reason and without consent during the probationary period, and any such resignation will be effective automatically upon receipt.

4.4.9.5 Grounds for Termination During Remainder of Contract Grounds for mid-contract termination may include but are not limited to failure to comply with FFA board policies, regulations and rules, documented performance deficiencies, failure to comply with FFA expected standards of conduct, insubordination or failure to follow directives, maintaining outside business and employment that may be in direct conflict with job duties and responsibilities, reduction in force, failure to disclose information in a required pre-employment affidavit, or any other lawful reason.

4.4.10 Compensation

Compensation for all FFA employees will be determined by the Superintendent or the Superintendent's designee, based on the FFA base pay structure as well as other relevant factors including, but not limited to, (1) experience, (2) job duties and responsibilities, and (3) required qualifications and credentials.

Non-exempt employees covered under the Fair Labor Standards Act (FLSA) shall not be paid less than the prevailing minimum wage. Compensation for overtime work shall be as provided by the FLSA. Overtime must be expressly authorized by the employee's supervisor in advance. An employee who works overtime without express authorization may be subject to discipline.

4.4.11 Benefits

Benefits for fulltime employees shall include:

- Enrollment in the Texas Teacher Retirement System (TRS);
- Workers' Compensation insurance; and
- Group health insurance.

FFA shall pay a portion of the total monthly health insurance premium payment for each full-time employee. All employee insurance options are posted on the FFA web site.

COBRA Benefits. As part of the health insurance benefits, continuation of coverage shall be offered pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA provides employees with an opportunity to continue health care insurance coverage when a “qualifying event” would ordinarily terminate the coverage. Common “qualifying events” include death, resignation, termination, reduction in hours, leaves of absence, divorce, or loss of eligibility of a dependent. COBRA permits an employee to pay the full cost of coverage at the rates paid by the school plus an administrative fee.

Employees shall notify the school’s group health insurance plan administrator within thirty (30) days of a qualifying event, including termination of coverage, termination or resignation from employment, significant reduction of hours which would disqualify the employee for health insurance coverage, or eligibility of an employee for Medicare benefits.

4.4.12 Leave and Absence from Duty

Employees taking leave of absence from duty shall do so only in compliance with school policy and procedure. Failure to return to duty promptly after an approved leave of absence without justification shall be cause for disciplinary action up to and including termination of employment. An employee will be required to submit medical certification of the need for leave if the employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family, or if the Superintendent determines that there is a questionable pattern of absences. Additional restrictions and requirements related to employee leaves and absences from duty are outlined in the FFA Human Resources Handbook.

Any absences not covered by personal or other paid leave due to the employee’s failure to properly request the leave, or lack of available leave days, will be deducted from the employee’s next paycheck according to the employee’s daily rate of pay.

Any administrator employed for eight or more years with FFA shall be entitled to 100% payment of all unused personal leave days, at their current daily rate, upon retirement and resignation from FFA.

4.4.12.1 Personal Leave

Teachers and other professional, salaried employees may earn a maximum of five (5) days of paid personal leave each school year, which shall be available for use each year beginning on August 1. Hourly employees may earn a maximum of four days of paid personal leave each school year.

Any foreseeable need for leave must be requested at least 5 days in advance, if possible. In deciding whether to approve or deny a request for personal leave, the supervisor may consider the effect of the employee’s absence on FFA’s operations as well as the ability to obtain a substitute for employee’s position. **No personal leave may be taken on the workday immediately before or after a school holiday or during state-wide assessments. Any exceptions must be approved, in advance, by the Superintendent or designee. Failure to comply could result in loss of pay and are subject to non-renewal.**

Personal leave days must be used during the school year in which the days are earned, and do not accumulate from year-to-year. Any unused personal leave days remaining at the end of the school year will be lost. Personal leave may be used for any reason.

Rate of Accrual of Leave for Term Employees. Employees who begin employment after the opening of school will be eligible for leave as follows:

Employment beginning after November 1st – eligible for 3 days

Employment beginning after January 1st – eligible for 2.5 days

Employment beginning after March 1st – eligible for 1.5 days

Leave for Hourly Employees. Hourly full-time employees will receive four days of local leave. Employees shall earn two (2) days per semester. Leave can be used as earned. Exceptions to this leave schedule must be approved, in writing, by the Superintendent.

4.4.12.2 State Leave

State sick or personal leave days earned in accordance with Texas Education Code and accumulated from previous public school employers will be noted on employee service records but will not be usable or redeemable while employed at FFA.

4.4.12.3 Family Emergency Leave

Family emergency leave is a form of paid leave that may be requested only after all other forms of paid leave available to the employee have been exhausted. Full-time employees are entitled to up to 5 days of family emergency leave each school year. Part-time employees are entitled to up to 3 days of family emergency leave each school year. An employee may request family emergency leave by submitting a written request to the Superintendent along with medical certification or other credible documentation of the “family emergency” situation. FFA may require an employee to use his or her available family emergency leave if all other leave has been exhausted and the employee will be or is absent for a qualifying family emergency.

The term “family emergency” shall be limited to catastrophic events and life threatening situations that involve the employee or a member of the employee’s immediate family and require the employee’s absence from work. Determination of a qualifying “family emergency” will be made by the Superintendent.

The term “immediate family” is defined as the employee’s:

- Spouse;
- Child (including biological, adopted, foster, child-in-law, stepchild, legal ward);
- Parent or stepparent;
- Sibling;
- Grandparent or grandchild.

4.4.12.5 Family and Medical Leave

Eligible employees are entitled to up to twelve weeks of unpaid leave in a twelve month period (*defined below*) for qualifying family or medical reasons, pursuant to the Family and Medical Leave Act (FMLA). In determining whether an employee is entitled to FMLA leave, the twelve

month period shall begin on the first date of the employee's FMLA leave. Employees are required to use available paid leave concurrently with FMLA leave.

Eligibility. In order to be eligible for FMLA leave, an employee must meet the following requirements:

1. Employee must have been employed with FFA for at least 12 months prior to the need for leave;
2. Employee must have worked at least 1,250 hours in the 12 months immediately preceding the need for leave;
3. Employee must have a qualifying reason for needing the leave.

Qualifying Reasons. FMLA leave is available to an eligible employee for any one or more of the following qualifying reasons:

1. Leave for the birth and/or care of the employee's child;
2. Leave for the placement of a child for adoption or foster care;
3. Leave to care for a spouse, son, daughter, or parent with a serious health condition;
4. Leave when the employee is unable to work because of a serious health condition;
5. The employee's spouse, son, daughter, or parent is a member of the military and is on active duty or has been called to active duty and a qualifying need for leave in that circumstance exists;
6. Leave to care for employee's spouse, son, daughter, parent, or next of kin who is a current member of the Armed Forces with a serious injury or illness.

Intermittent or Reduced Schedule Leave. An employee may be eligible for FMLA leave taken in shorter periods rather than a continuous period of leave, either in the form of intermittent leave (*i.e.*, leave taken in separate periods of time related to a single illness or injury) or reduced schedule leave (*i.e.*, a temporary change in the employee's schedule, such as reduction from a full-time to part-time schedule).

Intermittent or reduced schedule leave may be taken for medical necessity caused by the employee's own serious health condition or the serious health condition of a covered family member, and will only be approved for those legitimate reasons specified by law. FFA does not permit intermittent or reduced schedule leave for the purpose of bonding with a child after birth or placement for adoption or foster care. An employee shall make reasonable attempts to schedule his or her leave so as to avoid unnecessary inconvenience or burden to FFA.

The School may require that an employee on intermittent or reduced schedule leave accept a temporary reassignment to a position more suited to irregular attendance, as permitted by the FMLA.

Leave at the End of the Semester. A teacher may be required to remain on FMLA leave through the end of the semester in which the period of leave begins in order to ensure continuity in student instruction, and only as permitted by the FMLA.

Requesting FMLA Leave. Employees must provide the School with at least 30 days of advance notice of the need for FMLA-qualifying leave, or as soon as practicable. Failure to provide

timely notice may delay the designation of leave. An employee seeking FMLA leave or leave which may qualify for FMLA must comply with the normal leave request procedures required by the employee's supervisor and FFA, and may be asked to submit documentation to support the stated reason for the leave request. Failure or refusal to comply with a request for information related to a request for FMLA leave may result in a delay or denial of FMLA leave designation.

Requests for Medical Certification. The FFA may require that an employee requesting FMLA leave or currently on FMLA leave provide medical certification establishing that a qualifying reason for the leave exists. Medical certification may be required at the time a request for leave is submitted and at 30-day intervals during any period of leave that exceeds 30 days.

4.4.12.46 Return to Work

Before an employee will be permitted to return to work from a period of FMLA leave, or another period of extended leave for the employee's own medical condition, the employee will be required to submit a fitness for duty certification establishing his or her ability to perform the essential functions of the position. An employee returning from FMLA leave shall be restored to the position held when the leave began or to an equivalent position.

SECTION 5: INSTRUCTION

5.1 Curriculum Development and Implementation

The design and implementation of the curriculum will be consistent with the state curriculum goals and objectives. The School shall not adopt or use any instructional material included on the list of rejected instructional materials maintained by the State Board of Education. The Board authorizes the Superintendent to cooperatively develop the FFA curriculum and to organize committees to review the curriculum. The Superintendent shall propose curriculum modifications, accommodations and additions that are essential to the maintenance of a high quality program of instruction from pre-kindergarten through grade 12. To ensure students leave FFA with the skills and knowledge to have successful experiences in higher education and in the workplace, a model of continuous progress based on vertically aligned learning objects and indicator of student performance will be used.

Teachers shall conduct frequent analysis of the effectiveness of the curriculum objectives using diagnostic instruments. Teachers and supervisors will use test results to assess the status of individual student achievement and to adjust curriculum and/or instruction as warranted.

5.1.1 Closing the Gaps

The board of trustees of each independent school district shall adopt and post on the district's website early childhood literacy and mathematics proficiency plans that set specific annual goals for the following five school years to reach quantifiable goals for student performance in reading and mathematics at each campus. Each plan must:

1. Identify annual goals for students in each group evaluated under the closing the gaps domain under Education Code 39.053(c)(3);
2. Include annual goals for aggregate student growth on the third grade reading or mathematics assessment instrument, as applicable, administered under Education Code 39.023 or on an alternative assessment instrument determined by the board;

3. Provide for targeted professional development for classroom teachers in kindergarten or first, second, or third grade who are assigned to campuses that the board identifies as not meeting the plan's goals;
4. Assign at least one district-level administrator or employee of the regional education service center (ESC) for the School's region to:
5. Coordinate implementation of the plan; and
6. Submit an annual report to the board on the School's progress toward the goals set under the plan; and
7. Be reviewed annually by the board at a public meeting.

Each plan may set separate goals for students in a bilingual education or special language program under Education Code Chapter 29, Subchapter B. Tex. Educ. Code § 11.185.

5.2 Notice of Intervention Strategies

Parents have a right to information regarding the provision of assistance for learning difficulties to the parent's child. FFA will notify parents of students, other than students enrolled in special education, who receive assistance from FFA for learning difficulties, including through the use of intervention strategies. An "intervention strategy" is a strategy in a multi-tiered system of supports that is above the level of intervention generally used in the system of support for all children.

Each school year the student receives assistance, parents will receive notice of intervention strategies when the student begins to receive assistance. The notice will be written in English or the parent's native language if practicable and will include: (1) a reasonable description of the assistance that may be provided to the child, including any intervention strategies that may be used; (2) information collected regarding any intervention in the base tier of a multi-tiered system of supports that has previously been used with the child; (3) the estimated time frames within which a report on the child's progress with the assistance will be provided to the parent; and (4) if the student receives services under Section 504, an explanation of the options under that section.

FFA will report annually through PEIMS information regarding the total number of students who: (1) receive intervention strategies at any time during the year; and (2) receive aids, accommodations, or services under Section 504, Rehabilitation Act of 1973.

5.3 Unsatisfactory Performance on State Assessments.

FFA shall establish an accelerated learning committee for each student who does not perform satisfactorily on the following state assessment instruments: (1) The third grade mathematics of reading assessments; (2) The fifth grade mathematics or reading assessments; or (3) the eighth grade mathematics or reading assessments in accordance with all provisions of Tex. Educ. Code § 28.0211.

5.4 Graduation Requirements

5.4.1 Graduation Plan

Students will be required to meet the Texas graduation requirements as provided by Texas Education Code Section 28.025 and the Texas Education Agency. FFA will provide parents and

students with an opportunity to receive guidance regarding a student's plan for graduation. The ARD committee of a student receiving special education services shall determine if the student will be required to meet satisfactory performance on an assessment for the purpose of graduation in accordance with 19 TAC § 101.3023(a).

5.4.2 State-wide Assessment (STAAR) Requirements for Graduation

At Faith Family Academy, to graduate under the state-wide assessment (STAAR), a student must achieve a cumulative score that is at least equal to the product of the number of End-of-Course (EOC) assessments taken in each foundation content area and a scale score that indicates satisfactory performance.

Special Education Students. A student's ARD Committee shall determine the type of assessment to be administered and how the score on an EOC assessment shall be used for final course grades, credit decisions, and graduation requirements.

Transferring Course Credit. Any student transferring into Faith Family Academy who has already earned credit for a course in which a STAAR/EOC assessment is offered may retake the EOC assessment with the following limitations:

1. The EOC assessment score may be used for only the cumulative scoring.
2. The EOC assessment score may not be used as part of the student's grade for course.

5.5 Special Programs

Faith Family Academy is ready, willing and able to serve the unique needs of all students. The following services are provided to eligible students:

- Special Education
- English as a Second Language
- Bilingual Education
- Gifted and Talented Education
- Dyslexia Program
- Section 504 services
- Dual Language

5.5.1 Non-Discrimination

No qualified student with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any FFA service, program, or activity.

5.5.1.1 Section 504 Services

FFA shall form Section 504 committees, as appropriate, to assess a qualifying student's need for reasonable modifications in FFA policies, practices or procedures.

5.5.1.2 Identification of Eligible Students for Special Education Services

The School shall ensure that all children with disabilities enrolled in the School, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. 20 U.S.C. 1412(a)(3)(A); 34 C.F.R. 300.111(a)(1)(i). The

School may provide services to students with disabilities directly or through shared services arrangements.

Before the School conducts an initial evaluation, it shall make reasonable efforts to obtain informed parental consent. If the parent does not provide consent, or if the parent fails to respond to a request for consent, the School may, but is not required to, pursue the initial evaluation by utilizing due process procedures in accordance with the law. Parental consent to initial evaluation shall not be construed as consent for placement for receipt of special education and related services. 20 U.S.C. 1414(a)(1)(D)(i)(I); 34 C.F.R. 300.300(b).

5.5.1.3 Determination of Eligibility

A student is eligible to participate in the School's special education program if: (1) the student is between the ages of 3 and 21; (2) the student has one or more of the disabilities listed in federal regulations, state law, or both; and (3) the student's disabilities prevents the student from being adequately or safely educated in the public schools without the provision of special services. 20 U.S.C. 1401(3); Tex. Educ. Code 29.003(b); 19 TAC 89.1035.

5.5.1.4 Requests and Referrals for Evaluation

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. 20 U.S.C. 1414(a)(1)(E).

Referral of students for a full individual and initial evaluation for possible special education services must be part of the School's overall, general education referral or screening system. Students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial; remedial; compensatory; response to evidence-based intervention; and other academic or behavior support services. A student is not required to be provided with interventions for any specific length of time prior to a referral being made or a full individual and initial evaluation being conducted. If the student continues to experience difficulty in the general classroom with the provision of interventions, FFA personnel must refer the student for a full individual and initial evaluation. A referral for a full individual and initial evaluation may be initiated at any time by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student. 19 TAC 89.1011(a).

A reasonable time before FFA proposes or refuses to initiate the identification, evaluation, or educational placement of a student or the provision of a free appropriate public education (FAPE) to a student, the School shall provide written notice to the student's parent or guardian. 20 U.S.C. 1415(b)(3); 34 C.F.R. 300.503(a)

5.5.1.5 Evaluation

The School shall conduct a full individual and initial evaluation before the initial provision of special education and related services. 20 U.S.C. 1414(a)(1)(A). Upon completion of the administration of assessments and other evaluation measures, a team of qualified professionals and the parent shall make the determination of whether the child has a disability and of the educational needs of the child. The School shall provide a copy of the evaluation report and the

documentation of determination of eligibility at no cost to the parent. 20 U.S.C. 1414(b)(4); 34 C.F.R. 300.306(a).

5.5.1.6 Admission Review and Dismissal Committee

FFA shall establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted. The ARD committee is the individualized education program (IEP) team defined in federal law and regulations, including 34 C.F.R. § 300.321. FFA is responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including the responsibilities listed at 19 TAC § 89.1050.

For any student eligible for special education, FFA shall convene an ARD meeting at least annually to review the student's IEP, make appropriate revisions to the IEP, determine the student's placement, and, if applicable, review the student's Behavior Intervention Plan as required by Tex. Educ. Code § 29.005(h).

5.5.1.7 Least Restrictive Environment

To the maximum extent appropriate, students with disabilities will be educated with students who are not disabled. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment will occur only when the nature or severity of the student's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. 20 U.S.C. 1412(a)(5).

5.5.1.8 Parental Involvement

FFA shall establish and maintain procedures to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education (FAPE). 20 U.S.C. 1415(a). These procedures shall include:

- a. An opportunity for the parents to review all education records and to participate in meetings relating to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child. 34 C.F.R. 300.501.
- b. An opportunity for the parents to obtain an independent educational evaluation of the child. 34 C.F.R. 300.502.
- c. Protecting the rights of a child when no parent can be identified, the School cannot locate the parents, or the child is a ward of the state, which may include the assignment of an individual to act as a surrogate parent. 34 C.F.R. 300.519.
- d. Prior written notice to the parents when FFA proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. 34 C.F.R. 300.503.
- e. Procedures to allow parties to resolve disputes through a mediation process. 34 C.F.R. 300.506.

- f. An opportunity for any party to file a due process complaint on any matter relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. 34 C.F.R. 300.507.
- g. Procedures that require either party, or the attorney representing a party, to provide to the other party a due process complaint (which shall remain confidential). 34 C.F.R. 300.508.

A foster parent may act as a parent of a student with a disability if the Department of Family and Protective Services (DFPS) is appointed as the temporary or permanent managing conservator of the student; the rights and duties of DFPS to make decisions regarding education provided to the student under Family Code 153.371 have not been limited by court order; and the foster parent agrees to (a) participate in making special education decisions on the child's behalf; and (b) complete a training program that complies with minimum standards established by agency rule. The foster parent must complete a training program before the next scheduled ARD committee meeting for the student but not later than the 90th day after the date the foster parent begins acting as a parent for the purpose of making special education decisions. The School may not require a foster parent to retake a training program in order to continue serving as a student's parent or to serve as the surrogate parent for another student if the foster parent has previously completed training program as provided by DFPS, a school district, an education service center, or any other entity that receives federal funds to provide special education training to parents.

FFA will take steps to ensure that the parents or guardians of a student who is eligible for special education services are afforded the opportunity to meaningfully participate, including: (1) Providing the parents notice of the meeting early enough to ensure that they will have an opportunity to attend; (2) Complying with all notice requirements applicable under 34 CFR § 300.322; and (3) Collaborating with the parent to schedule the meeting at a mutually agreeable time and place. If the parent refuses to attend an ARD meeting or collaborate to find a mutually agreeable time and date, FFA will keep detailed records of all attempts to schedule a meeting.

Beginning at least one year before a student reaches 18 years of age, the student's IEP must include a statement that the student has been informed that, unless the student's parent or other individual has been granted guardianship of the student under state law, all rights granted to the parent under the IDEA, other than the right to receive any notice required under IDEA, will transfer to the student upon reaching 18. The IEP must also state that the student has been provided information and resources regarding guardianship, alternatives to guardianship, and other supports and services that may enable the student to live independently. After the student reaches the age of 18 the School shall provide any notice required under IDEA to both the adult student and the parent. 19 TAC § 89.1049 (a)-(e).

5.5.1.9 Dyslexia Services

The School shall provide each student with dyslexia or a related disorder with access to each program under which the student qualifies for services. The School shall implement procedures for screening, individualized evaluation, and techniques for treating dyslexia and related disorders according to the State Board of Education approved strategies. A process for early identification, intervention, and support for students at risk for dyslexia must be available;

however, such early intervention strategies may not be used to delay or deny the provision of a full and individual evaluation to a child suspected of having a specific learning disability, including dyslexia or a related disorder.

Parents of a student with dyslexia or a related disorder must be informed of all services and options available to the student, including general education interventions under response to intervention and multi-tiered systems of support models as required by state and federal law. The School shall provide a parent education program for parents. The School must provide each identified student access at his or her campus to instructional programs required in subsection (e) of this section and to the services of a teacher trained in dyslexia and related disorders. The school district or open-enrollment charter school may, with the approval of each student's parents or guardians, offer additional services at a centralized location. Such centralized services shall not preclude each student from receiving services at his or her campus.

The School shall purchase a reading program or develop its own reading program aligned with the descriptors in the Dyslexia Handbook. Teachers who screen and treat these students must be trained in instructional strategies that use individualized, intensive, multisensory, phonetic methods and a variety of writing and spelling components described in the Dyslexia Handbook.

19 TAC § 74.28.

5.5.1.10 Students Placed in Private School

If FFA places a child with a disability in, or refers a student with a disability to, a private school or facility as a means of carrying out the requirements of special education laws, FFA shall ensure the child is provided special education and related services in accordance with an IEP at no cost to the parents. 20 U.S.C. 1412(a)(10)(B)(i). When a parentally placed child with a disability is referred to FFA, the School shall convene an ARD committee to determine whether the School can offer the child a FAPE. If the School determines that it can offer FAPE, it is not responsible for providing educational services to the child, except that FFA must develop and implement an individualized services plan. 19 TAC 89.1096(b).

5.5.1.11 Transfer Students

FFA shall ensure that evaluations of children who transfer from one school to another in the same academic year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of evaluations. 20 U.S.C. 1414(a)(1)(C), (b)(3)(D); 34 C.F.R. 300.301(c)–(e); Tex. Educ. Code 29.004; 19 TAC 89.1011.

Specific information regarding the School's Special Education program can be found in the FFA Special Education Policies and Procedures Manual.

5.5.2 Bilingual/ESL

Every student who has a home language other than English and who is identified as having limited English proficiency (LEP) shall be provided a full opportunity to participate in a bilingual education or English as a second language (ESL) program

FFA shall:

1. Identify LEP students based on criteria established by the State;
2. Provide bilingual education and ESL programs, as integral parts of the regular program;
3. Seek certified teaching personnel to ensure that LEP students are afforded full opportunity to master the essential knowledge and skills; and
4. Assess achievement for essential knowledge and skills in accordance with Education Code chapter 39 to ensure accountability for LEP students and the schools that serve them.

5.5.2.1 Identification

Within the first four weeks of the first day of school, the language proficiency assessment committee (LPAC) shall determine and report to the Board the number of LEP students on each campus and shall classify each student according to the language in which the student possesses primary proficiency. The Board shall report that information to TEA before November 1 each year.

5.5.2.2 LPAC Membership

The LPAC shall include:

1. An appropriately certified bilingual educator;
2. An appropriately certified transitional language educator;
3. A parent of a LEP student who is not an employee of FFA; and
4. A campus administrator.

FFA may add other members to the LPAC in any of the required categories. If FFA does not have an individual in one or more of the required membership categories, it shall designate another professional staff member to serve on the LPAC. In grade levels at which FFA is not required to provide a bilingual education program, the LPAC shall be composed of one or more professional personnel and the parent of an LEP student designated by the School.

All members of the LPAC, including parents, shall observe all laws and rules governing confidentiality of information concerning individual students, including Section 8 of this policy. FFA shall be responsible for the orientation and training of all members of the LPAC.

5.5.2.3 Home Language Survey

Within four weeks of each student's enrollment, FFA shall conduct a home language survey to determine the language normally used in the home and the language normally used by the student. The home language survey shall be conducted in English and in the home language, and signed by the student's parents if the student is in kindergarten through grade 8, or by the student if the student is in grades 9 through 12. The original copy of the survey shall be retained in the student's permanent record. If a student is identified through the home language survey as normally speaking a language other than English, the student shall be tested in accordance with 19 TAC § 89.1225 or, for students with disabilities, 19 TAC § 89.1230.

5.5.2.4 LEP Classification

The LPAC may classify a student as LEP if:

1. The student's ability in English is so limited or the student's disabilities are so severe that assessment procedures cannot be administered;

2. The student's score or relative degree of achievement on the TEA-approved English proficiency test is below the levels established by TEA as indicative of reasonable proficiency;
3. The student's primary language proficiency score as measured by a TEA-approved test is greater than the student's proficiency in English; or
4. The LPAC determines, based on other information, including a teacher evaluation, parental viewpoint, or student interview, that the student's primary language proficiency is greater than the student's proficiency in English or that the student is not reasonably proficient in English.

Tex. Educ. Code § 29.056(c)

5.5.2.5 Parental Notice and Consent

Within ten days of the LPAC Committee's classification of a student as LEP, the LPAC shall give written notice to the student's parent. The notice must be in English and in the parent's primary language. The notice shall inform the parents of the benefits of the program for which the student is recommended and that it is an integral part of the school program. Pending parent approval, the School shall place the student in the recommended program, but may count only those students with parent approval for bilingual education allotment.

5.5.2.6 Participation of Non-LEP Students

With the approval of the School and a student's parent(s), a student who is not LEP may also participate in a bilingual education program. The number of participating students who are not LEP may not exceed 40 percent of the number of students enrolled in the program.

5.5.2.7 Students with Disabilities

FFA shall implement assessment procedures that differentiate between language proficiency and disabling conditions in accordance with 19 TAC, Chapter 89, Subchapter AA. FFA shall establish placement procedures that ensure that placement in a bilingual education or ESL program is not refused solely because the student has a disability. LPAC members shall meet in conjunction with admission, review, and dismissal (ARD) committee members to review and provide recommendations about the education needs of each English learner who qualifies for services in the special education program. 19 TAC § 89.1230

5.5.2.8 Bilingual and ESL Programs

Each district with an enrollment of 20 or more LEP students in any language classification in the same grade shall offer a bilingual education or special language program, as follows:

1. Kindergarten through elementary grades: bilingual education.
2. Post-elementary through grade 8: bilingual education, ESL, or other transitional language instruction approved by TEA.
3. Grades 9 through 12: ESL.

5.5.2.9 Exceptions and Waivers

FFA shall comply with the requirements for bilingual education exceptions and ESL waivers under 19 TAC § 89.1207. Tex. Educ. Code § 29.054; 19 TAC § 89.1207

A district that is unable to employ a sufficient number of teachers, including part-time teachers, who meet the certification requirements for bilingual education and ESL program shall apply for an exception or waiver to the certification requirement on or before November 1. 19 TAC § 89.1245(b)

5.5.2.10 Program Content

The FFA bilingual education program shall be a full-time program of dual-language instruction that provides for learning basic skills in the primary language of the students enrolled in the program and for carefully structured and sequenced mastery of English language skills.

An ESL program shall be an intensive program of instruction in English from teachers trained in recognizing and dealing with language differences. The bilingual or ESL program shall be designed to consider the students' learning experiences and shall incorporate the cultural aspects of the students' backgrounds.

Students enrolled in the bilingual or ESL programs shall be placed in classes with other students of approximately the same age and level of educational attainment. FFA shall ensure that each student's instruction is appropriate to the student's level of educational attainment, and the School shall keep adequate records of the educational level and progress of each student enrolled in the program.

LEP students shall participate fully with English-speaking students in regular classes provided in subjects such as art, music, and physical education. FFA shall provide students enrolled in the bilingual or ESL program a meaningful opportunity to participate fully with other students in all extracurricular activities. Elective courses may be taught in a language other than English.

5.5.2.11 Facilities

Bilingual education and special language programs shall be provided in regular FFA facilities rather than in separate facilities.

5.5.2.12 Summer Program

If the School is required to offer a bilingual education or special language program, it shall offer a voluntary summer school program for LEP children who will be eligible for admission to kindergarten or first grade at the beginning of the next school year. A school that operates on a semester system shall offer the program during the period school is recessed for the summer and for one-half day for eight weeks or on a similar schedule approved by the Board. A school that operates on any other system shall offer 120 hours of instruction on a schedule established by the Board. The program must be an intensive bilingual education or special language program that meets the standards set by TEA, and the student/teacher ratio may not exceed 18:1. A district shall comply with the requirements of 19 Tex. Admin. Code § 89.1250 in providing such a program.

5.5.2.13 Other Programs

FFA may establish on a full-time or part-time basis other summer school, extended day, or extended week bilingual or special language programs for LEP students and may join with other districts in establishing such programs. Neither the summer program nor the other programs may substitute for the program to be provided during the regular school year.

5.5.2.14 Personnel

Teachers assigned to bilingual education and ESL programs must be appropriately certified in bilingual education or ESL, respectively, unless TEA grants an exception.

5.5.2.15 LEP Students and State Assessments

In grades 3 through 12, an LEP student shall participate in the required State assessments in accordance with Commissioner's rules at 19 TAC Chapter 101, subchapter AA. *19 TAC 101.5(d)*

5.5.2.16 Program Exit

FFA may transfer an LEP student out of a bilingual education or special language program if the student is able to participate equally in a regular all-English instructional program as determined by:

1. TEA-approved tests administered at the end of each school year to determine the extent to which the student has developed oral and written language proficiency and specific language skills in English;
2. Satisfactory performance on the reading assessment instrument or an English language arts assessment instrument, as applicable, with the assessment instrument administered in English, or, if the student is enrolled in the first or second grade, an achievement score at or above the 40th percentile in the reading and language arts sections of an English standardized test approved by TEA; and
3. TEA-approved criterion-referenced tests and the results of a subjective teacher evaluation.

The School shall notify parents of a student's reclassification as English proficient and his or her exit from the bilingual or ESL program and acquire written approval.

5.5.2.17 Post-Exit Monitoring

The LPAC shall reevaluate a student who is dismissed from a bilingual education or special language program if the student earns a failing grade in a subject in the foundation curriculum during any grading period in the first two school years after the student is transferred to determine whether the student should be re-enrolled in a bilingual education or special language program.

During the first two school years after a student is transferred out of a bilingual education or special language program, the LPAC shall review the student's performance and consider:

1. The total amount of time the student was enrolled in bilingual education or special language programs;
2. The student's grades each grading period in each subject in the foundation curriculum;
3. The student's performance on state assessment instruments;
4. The number of credits the student has earned toward high school graduation, if applicable; and
5. Any disciplinary actions taken against the student under Education Code Chapter 37, Subchapter A.

After the evaluation, the LPAC may require intensive instruction for the student or re-enroll the student in a bilingual education or special language program.

5.6 Student Fees

FFA may charge fees to students as permitted by state law and may consider parent or student requests for exemption from a specific fee on receipt of reliable proof that a student and his or her parent or guardian are unable to pay the fee. Tex. Educ. Code 12.108.

The School may require payment of:

1. A fee for materials used in any program in which the resultant product in excess of minimum requirements becomes, at the student's option, the personal property of the student, if the fee does not exceed the cost of materials.
2. Membership dues in student organizations or clubs and admission fees or charges for attending extracurricular activities, if membership or attendance is voluntary.
3. A security deposit for the return of materials, supplies, or equipment.
4. A fee for personal physical education and athletic equipment and apparel, although any student may provide his or her own equipment or apparel if it meets reasonable requirements and standards relating to health and safety established by the board.
5. A fee for items of personal use or products that a student may purchase at the student's option, such as student publications, class rings, annuals, and graduation announcements.
6. A fee specifically permitted by any other statute.
7. A fee for an authorized, voluntary student health and accident benefit plan.
8. A reasonable fee, not to exceed the actual annual maintenance cost, for the use of musical instruments and uniforms owned or rented by the School.
9. A fee for items of personal apparel that become the property of the student and that are used in extracurricular activities.
10. A parking fee or a fee for identification cards.
11. A fee for a driver training course, not to exceed the actual district cost per student in the programs for the current school year.
12. A fee for a course offered for credit that requires the use of facilities not available on the school premises or the employment of an educator who is not part of the school's regular staff, if participation in the course is at the student's option. The board may not charge a fee for a course requested by parents according to Education Code 28.003.
13. A fee for a course offered during summer school, except that the board may charge a fee for a course required for graduation only if the course is also offered without a fee during the regular school term.
14. A reasonable fee for transportation of a student who lives within two miles of the school the student attends to and from that school, except that the board may not charge a fee for transportation for which the district receives funds under Education Code 48.151(d).
15. A reasonable fee, not to exceed \$50, for costs associated with an educational program offered outside of regular school hours through which a student who was absent from class receives instruction voluntarily for the purpose of making up the missed instruction and meeting the level of attendance required under Education Code 25.092. The School must provide a written form to be signed by the student's legal guardian stating that this

fee would not create a financial hardship or discourage the student from attending the program. The School may only assess the fee if the student returns the signed form.

16. If the School does not receive any funds under Education Code 48.151 and does not participate in a county transportation system for which an allotment is provided under Education Code 48.151(i), a reasonable fee for the transportation of a student to and from the school the student attends.

The School may not charge fees for:

1. Instructional materials, workbooks, laboratory supplies, or other supplies necessary for participation in any instructional course, except as authorized under the Education Code.
2. Field trips required as part of a basic educational program or course.
3. Any specific form of dress necessary for any required educational program or diplomas.
4. Instructional costs for necessary school personnel employed in any course or educational program required for graduation.
5. Library materials required to be used for any educational course or program, other than fines assessed for lost, damaged, or overdue materials.
6. Admission to any activity the student is required to attend as a prerequisite to graduation.
7. Admission to or examination in any required educational course or program.
8. Lockers.

SECTION 6: STUDENT RIGHTS AND RESPONSIBILITIES

FFA does not discriminate on the basis of race, religion, ethnicity, national origin, gender, sex, disability, or any other unlawful characteristic in providing educational services, activities and programs.

6.1 Student Conduct and Discipline

The FFA *Student Code of Conduct* was adopted by the Board of Trustees and sets the expectations for student behavior as well as the consequences for a student who fails to meet those expectations. The *Student Code of Conduct* provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems. All students are expected to comply with the Student Code of Conduct. Parents, guardians and students will be required to acknowledge receipt and understanding of the Student Code of Conduct at the beginning of each school year.

6.1.1 Discipline of Students with Disabilities

Students eligible for services under the Individuals with Disabilities in Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (Section 504) are subject to discipline under those laws and in accordance with the provisions of this Code. The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student with a disability under Section 504 who is currently engaging in the illegal use of drugs or in the use of alcohol to the same extent that the School would take disciplinary action against nondisabled students. The due process procedures afforded under Section 504 do not apply to disciplinary action for the use or possession of illegal drugs or alcohol. However, a student who is eligible for special education

under the IDEA should have a manifestation determination review conducted to address any use or possession of illegal drugs or alcohol if such conduct could result in a change of placement.

Any disciplinary action that would constitute a “change in the placement” of a student receiving special education services requires a student’s Admission, Review, and Dismissal (ARD) committee to conduct a manifestation determination review in order to determine whether the student’s conduct was a manifestation of his or her disability. A manifestation determination review (MDR) should be held as soon as possible, but not later than 10 school days after the decision is made to change the student’s placement.

A change in placement occurs if a student is:

1. Removed from the student’s current educational placement for more than ten consecutive school days; or
2. Subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than ten school days in a school year;
 - b. The student’s behavior is substantially similar to the student’s behavior in the previous incidents that resulted in the series of removals; and
 - c. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

The School will determine, on a case-by-case basis, whether a pattern of removals constitutes a change in placement.

A student who has not been determined eligible for special education services and who has engaged in behavior that violates the Code is entitled to the protections under the IDEA regarding discipline of a student with special needs described above if the school has knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred. If the school does not have knowledge that a student is a student with a disability prior to taking disciplinary action, the student may be subject to the disciplinary actions applied to students without disabilities. If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary action, the evaluation shall be conducted in an expedited manner. Refer to Campus Principal for more information regarding special education services.

6.1.2 Restraint and Time Out

"Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body.

“Emergency” means a situation in which a student’s behavior poses a threat of (A) imminent, serious physical harm to the student or others; or (B) imminent, serious property destruction.

“Time-out” means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting (A) that is not locked; and (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.

A school employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations:

1. Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.
2. Restraint shall be discontinued at the point at which the emergency no longer exists.
3. Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
4. Restraint shall not deprive the student of basic human necessities. 19 TAC § 89.1053(c).

Training for school employees, volunteers, or independent contractors on the use of restraint shall be provided in accordance with 19 TAC 89.1053(d). In a case in which restraint is used, school employees, volunteers, or independent contractors must implement documentation requirements as required by 19 TAC 89.1053(e), including same day notification of the campus administrator or designee and the parent, written notification mailed to the parent within one school day, and documentation placed in the student's special education eligibility folder.

A school employee, volunteer, or independent contractor may use time-out with the following limitations:

1. Physical force or threat of physical force shall not be used to place a student in time-out.
2. Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or BIP if it is utilized on a recurrent basis to increase or decrease targeted behavior.
3. Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP. 19 TAC § 89.1053(g).

6.2 Student Searches and Questioning

A student's person or property may be searched by authorized school officials if the official has a reasonable belief that the search will result in the discovery of evidence of a violation of the FFA Student Code of Conduct or of the law. Any personal property which is brought onto school property or to a school-sponsored or school-related activity or event, on or off school property, may be subject to search (*e.g.*, student cell phone, backpack, personal computer, purse, car, etc.).

Students should have no expectation of privacy in School-owned property. Lockers, desks, and other items provided for student use are the property of FFA, and students do not have a reasonable expectation of privacy in School property or in personal items placed inside School property. School administrators or other authorized personnel may monitor and search any School property for any lawful reason and may confiscate prohibited items.

Upon request, a law enforcement official or an investigator from the Department of Family and Protective Services may be given the opportunity to interview a student on School property as

part of an official investigation. A campus administrator may be present for the interview if the official or investigator requests.

6.3 Prohibition of Student Bullying and Harassment

6.3.1 Bullying, Harassment and Retaliation Prohibited

FFA strictly prohibits bullying, harassment or retaliation against its students and strives to ensure that all students are treated fairly, respectfully and equitably. Parents, students, employees and other individuals are encouraged to promptly report concerns of bullying or harassing conduct directed towards FFA students. Reports may be made anonymously. Reports should be directed to the campus principal or designee, but may also be made to any FFA employee. All FFA employees are responsible for promptly reporting bullying or harassment concerns, or reports of bullying or harassment received from another individual, to the campus principal or designee. No person shall retaliate against another person for reporting bullying or harassment.

Students who are victims of or witnesses to bullying or harassment may see the school counselor for more information on intervention and mediation strategies.

Definition of Bullying. For purposes of this policy, “bullying” is engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the FFA and that:

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

“Bullying” includes cyberbullying. Cyberbullying means bullying that is done through the use of any electronic communication device, including cellular or other types of phone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Conduct described above is considered bullying if the conduct:

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

Definition of Harassment. For purposes of this policy, “harassment” is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law which is so severe, pervasive and objectively offensive

that it effectively denies a student's access to the educational opportunities or benefits provided by the School.

Examples of sexual harassment include unwanted sexual advances; touching intimate body parts; coercing physical contact of a sexual nature; jokes or comments of a sexual nature or that are based on a student's sex or gender.

Bullying Report and Investigation. Upon receipt of a report of bullying, the campus principal or designee shall create a written account of the report and initiate an investigation in order to determine the truth of the allegations and identify issues or concerns to address. An investigation into a report of bullying should be initiated and completed without unnecessary delay, and may involve interviews of individuals who may have knowledge of the alleged events (*e.g.*, students, teachers, parents), as well as review of relevant documents, videos, photographs, etc.

At the conclusion of the investigation, the investigator shall create a written report of the allegations and investigation, including factual conclusions and a statement of the actions which have been or will be taken in order to address any issues identified and ensure that the alleged conduct does not recur. The principal or a designated staff member may report bullying that rises to the level of assault or harassment to a local law enforcement officer.

Parent Communication. Within three (3) days of receiving a report of alleged bullying, the campus principal or designee shall notify the parents of the alleged victim that a report has identified their child as a victim of bullying. Within a reasonable time after receiving a report of alleged bullying, the campus principal or designee shall notify the parents of the alleged bully that a report has identified their child as engaging in bullying behavior.

At the completion of the investigation, the campus principal or designee shall notify parents of the accused student(s) and victim(s) of the nature of the allegations made, the conclusions of the investigation, and any corrective or disciplinary action that will be taken in response. Communications with parents shall be conducted in compliance with the Family Educational Rights and Privacy Act.

Students who engage in bullying of other students may be subject to discipline by FFA. In limited circumstances a student may be subject to discipline for engaging in bullying behavior while off-campus. Refer to the FFA Student Code of Conduct for more information. Students who are found to have used reasonable self-defense in response to bullying shall not be disciplined for their use of reasonable self-defense.

Appeal. A parent or student who is unhappy with the outcome of an investigation conducted under this Policy may file a formal complaint in accordance with the procedures set out in the FFA Formal Complaint Policy.

Sexual Harassment Reports. FFA shall receive and process reports or allegations of sexual harassment in accordance with the regulations of the Department of Education.

6.4. Prohibition of Student Use of Personal Communication Devices

FFA strictly prohibits the use of personal communication devices by students on school property during the school day. "Personal communication device" shall mean: a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication. The term does not include an electronic device provided to a student by FFA.

The use of personal devices is permitted only for the following reasons:

1. to implement an individualized education program, a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), or a similar program or plan;
2. when a student with a documented need demonstrates a directive from a qualified physician; or
3. the use of the personal device is necessary to comply with a health or safety requirement imposed by law or as part of FFA's safety protocols.

The Board shall determine compliance with this Policy by either prohibiting a student from bringing a personal communication device on school property or designating a method for the storage of student's personal communication device while the student is on school property during the school day. Students and parents shall refer to the FFA Student Code of Conduct for more information.

6.5 Student Admission, Enrollment and Attendance

FFA does not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic or athletic ability, or the district the child would otherwise attend under state law. Additional information regarding student admissions, enrollment and attendance can be found in the FFA Parent/Student Handbook.

6.6.1 Eligibility for Admission

FFA is an open-enrollment charter school, accepting school-aged students residing within the School's geographic boundaries. In determining a student's eligibility for admission, the School may consider the student's past disciplinary history, history of a criminal offense, or juvenile court adjudication, or disciplinary problems, and may exclude the applicant from admission.

Applications for admission to FFA will be accepted between March 1st and May 31st of each year ("Application Period"). All applications will be dated when received and processed according to the order of receipt. An application received outside of the Application Period will be placed in an available space or placed on the wait list for the class and/or grade level if no spaces are available.

In order to be considered for admission, an applicant must provide the following information:

- Student name;
- Parent/Guardian name(s);
- Date of birth;
- Social security number;
- Address;
- Phone number;

- Person(s) with whom the student resides;
- Age as of September 1st of current school year;
- Enrolled grade level;
- Information regarding whether or not the student has a history of a criminal offense, juvenile court adjudication, or discipline problems under Subchapter a, Chapter 37 or the Education Code.

If the number of applications received during the Application Period exceeds the available spaces, FFA will activate a lottery system in order to fill the available spaces. Currently enrolled students, siblings of current enrolled students, and the children of FFA faculty and staff are not subject to the lottery system and will be placed in an available space or on the applicable wait list prior to initiation of the lottery system. The names of all other applicants will be combined in a pool. Names will be randomly drawn from the pool by the PEIMS Coordinator, with a designated staff member present as a witness, until the available spaces are filled. Each name drawn from the pool will be assigned to a space in the appropriate class and/or grade level, if available, or placed on a wait list for the class and/or grade level in the order the name was drawn. As spaces become available, the first name on the applicable wait list will be selected and the parent will be contacted to confirm placement of the child.

6.6.1.1 School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense on school property or at a school-sponsored activity, as defined in the state guidance for unsafe school choice options, or who is assigned to a campus identified by TEA as persistently dangerous, shall be notified of the right to request a transfer to a safe school. On written request by the student's parent, FFA shall explore transfer options, which may include assisting the student in return to his or her home school district or a transfer agreement with another school district or charter school.

Notice to a parent based on identification as a persistently dangerous school shall be given prior to the start of a school year or at the time of a student's subsequent enrollment. Notice to a parent based on a violent criminal offense shall occur within 14 calendar days after the offense occurs. A transfer shall be approved or disapproved within 14 calendar days of written submission of the request.

FFA will retain documentation of parent notification, requests for transfer, and action taken for five (5) years.

6.6.2 Enrollment

A student must be enrolled by the child's parent, guardian, or other person with legal authority to possess the child. The School shall record the name, address, and date of birth of the person enrolling the child. A copy of the parent/guardian's driver's license or other photo ID shall be placed in the student's cumulative folder as appropriate documentation. The student must be identified by the student's **full** legal name as it appears on the student's birth certificate or other document suitable as proof of the student's identity.

Not later than the 30th day after the date a parent/guardian enrolls the student, the parent/guardian, or the most school most recently attended by the student, shall furnish to the School all of the following:

1. The child's birth certificate or another document suitable proof of the student's identity;
2. A copy of the student's records from the school the student most recently attended if s/he was previously enrolled in a school; and
3. A record showing that the student has the immunizations required by Education Code Section 38.001, proof that the child is not required to be immunized or proof that the child is entitled to provisional admission.

If a person enrolls a child under 11 years of age in school and does not provide the valid prior school information or documentation required within 30 days of enrollment, the School shall notify the appropriate law enforcement agency. If a child is enrolled under a name other than the name that appears in the identifying documents or records, the School shall notify the missing children and missing persons information clearinghouse of the child's name as shown on the identifying records and the name under which the child is enrolled.

Appropriate registration data shall be verified annually and signed by the student's parent, legal guardian or other person having lawful control. Students who have reached age 18 will be considered adult students and shall be permitted to complete all necessary forms.

6.6.2.1 Student Reenrollment

Currently enrolled students, siblings of current enrolled students, and the children of FFA faculty and staff are not subject to the lottery system and will be placed in an available space or on the applicable wait list prior to initiation of the lottery system. Former FFA students seeking to reenroll in the School shall receive the same consideration and be subject to the same rules and restrictions of enrollment as first time students.

6.6.2.2 Homeless Students

The School shall comply with the requirements of the McKinney-Vento Homeless Assistance Act as required by law. The Superintendent shall designate an appropriate staff person to serve as the liaison for students who are homeless. The School shall not stigmatize or segregate a student who is homeless, and shall take into consideration a variety of factors in determining the best interest of the student for purposes of continuing the student's education in the school of origin, as defined by law.

In determining the best interest of a child who is homeless, the School shall:

1. Presume that keeping the child in the school of origin is in the child's best interest, except when doing so is contrary to the request of the child's parent or guardian, or (in the case of an unaccompanied youth) the youth;
2. Consider student-centered factors related to the child's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of children

who are homeless, giving priority to the request of the child's parent or guardian or the unaccompanied youth;

3. If, after conducting the best interest determination based on consideration of the presumption in item 1 above and the student-centered factors in item 2 above, the School determines that it is not in the child's best interest to attend the school of origin or the school requested by the parent or guardian or the unaccompanied youth, provide the parent, guardian, or unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal; and
4. In the case of an unaccompanied youth, ensure that the homeless liaison assists in placement and enrollment decisions under these provisions, gives priority to the views of such unaccompanied youth, and provides the notice to such youth of the right to appeal.

In accordance with these provisions, the School shall immediately enroll a child who is homeless, even if the child:

1. Is unable to produce records normally required for enrollment, such as previous academic record, records of immunization and other required health records, proof of residency, or other document; or
2. Has missed application or enrollment deadlines during any period of homelessness.

If a dispute arises over eligibility, or school selection or enrollment in a school:

1. The child shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals;
2. The parent or guardian of the child or an unaccompanied youth shall be provided with a written explanation of any decisions related to school selection or enrollment made by the School, including the rights of the parent, guardian, or unaccompanied youth to appeal such decisions.
3. The parent, guardian, or unaccompanied youth shall be referred to the homeless liaison, who shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute; and
4. In the case of an unaccompanied youth, the liaison shall ensure that the youth is immediately enrolled in the school in which the youth seeks enrollment pending resolution of such dispute.

Any complaint or appeal associated with this subsection may be pursued through Section 7 of this Policy.

6.6.2.3 Military Dependents

A transitioning military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which the child was enrolled while residing with the custodial parent. Special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law, shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent. The School shall comply with the requirements of Texas Education Code Chapter 162 in regards to the enrollment of military dependents.

6.6.3 Student Attendance

Regular and consistent attendance is vital to ensuring student academic success. Student absences will be categorized as either Excused or Unexcused. Student absences due to illness, death in the immediate family, doctor's appointments, religious holidays, attendance to a released time course or other legitimate reasons may be considered Excused if proper documentation is provided and approval is given by the campus administrator.

6.6.3.1 Failure to Attend School

A student's failure to attend school, or a parent's contribution to their child's nonattendance, is a serious matter. Texas state law requires that all school-age students attend school, and failure to do so violates the law.

Class Credit. A student will not receive credit for a class unless the student is in attendance for at least 90 percent of the days the class is offered.

Truancy. FFA shall notify a student's parent in writing at the beginning of the school year that if the student is absent from school on 10 or more days or parts of days within a six-month period in the same school year that 1) the student's parent is subject to prosecution under Section 25.093 of the Texas Education Code and 2) the student is subject to referral to a truancy court for truant conduct Section 65.003(a) of the Texas Family Code. The School will also provide written notice to a student's parent if the student has been absent from school, without excuse, on three days or parts of days within a four-week period. The notice will inform the parent of his/her duty to monitor and require the student's attendance, of the potential for prosecution for Contributing to Nonattendance, and will request a conference between the parent and school officials.

Additionally, a student is considered "Chronically absent" if the student is absent from school for more than 10 percent of the school's required operation and instructional time within a school year or an enrollment period that exceeds 30 instructional days.

The School is required by law to file a complaint against a student or parent who commits the offense of Failure to Attend School or Contributing to Nonattendance with the appropriate court.

Failure to Attend School: A student shall be referred to truancy court if the student is absent on 10 or more days or parts of days within a six-month period or three or more days or parts of days within a four-week period in the same school year.

Contributing to Nonattendance. A parent commits a misdemeanor if the parent with criminal negligence fails to require the student to attend school and the student is absent on 10 or more days or parts of days within a six-month period. or three or more days or parts of days within a four-week period in the same school year.

6.7 Student Health Services

Refer to Student Health Services Policies and Procedures Handbook for information regarding student health services.

6.8 Student Clubs

FFA shall not permit the formation or operation of student-initiated or student-led clubs or any clubs or organizations that are not related to school curriculum or FFA-sponsored extracurricular activities or teams. All clubs and extracurricular activities must be initiated, sponsored, and supervised by a FFA faculty member and must have a clear and direct connection to an existing course, academic subject area, or program offered by the School.

SECTION 7: FORMAL COMPLAINTS

7.1 Purpose

The Faith Family Academy takes seriously all concerns or complaints by students, employees, parents or other persons. Unless a specific complaint procedure is provided by FFA Board Policy, the procedures below must be used for any formal complaint or grievance.

7.2 Informal Resolution

The School encourages informal resolution of concerns or complaints. However, if informal resolution is not successful, a formal complaint may be initiated as described below.

7.3 Formal Complaint Process

7.3.1 Filing a Complaint

Formal complaints must be filed in writing within fifteen (15) business days of the date of the incident, action, or decision giving rise to complaint. Complaints must be submitted on a form provided by the FFA. Complaints will be considered timely if they are received or postmarked on or before the deadline. The time limits for filing a complaint or appeal will be strictly followed and failure to meet the deadlines may result in dismissal of the complaint at any point during the process.

Students, parents, employees and other persons may report concerns or complaints to the lowest level administrator with the authority to remedy the complaint. For employees the lowest level administrator will typically be the immediate supervisor. For parents and students the lowest level administrator will typically be the campus principal. A complaint may be filed with the Superintendent if it alleges violations of law or policy by the lowest level administrator. The Superintendent will determine whether a complaint should begin at the Central Administration, in which case the procedures for holding a complaint conference will apply in place of the appeal conference procedures.

7.3.2 Conference

The complaining party shall be given the opportunity to present his or her concerns at a conference with the administrator handling the complaint. The conference should be held within fifteen (15) business days of the date the formal complaint was received by the administrator. The complaint conference is not an evidentiary hearing and the administrator is not subject to being questioned. The complaining party may present information, including documents, during this conference. The administrator may place reasonable restrictions on the time, place and manner of the conference and presentation.

7.3.3 Response

The appropriate administrator shall provide a written response to the complaining party within fifteen (15) business days of the conference.

7.3.4 Appeal

If the complaining party is not satisfied with the response from the receiving administrator or if no response is received by the due date for such response, the complaining party may appeal in writing on the form provided by the school within ten (10) business days of the earlier of the date of the response or the deadline for the response. Appeals shall be heard by the Superintendent or designee. The Superintendent or designee shall schedule a conference with the complaining party within fifteen (15) business days of receiving the written appeal. The complaint conference is not an evidentiary hearing and the Superintendent or designee is not subject to being questioned. The conference shall be limited to the issues and evidence presented by the complaining party in the original complaint and at the Level I conference. The Superintendent or designee may place reasonable restrictions on the time, place and manner of the conference and presentation. The Superintendent or designee shall provide a written response within fifteen (15) business days of the conference.

7.3.5 Appeal to Board of Trustees

If the complaining party is not satisfied with the response from the Superintendent, the complaining party may appeal in writing to the FFA Board of Trustees on a form provided by the school within ten (10) business days of the earlier of the date of the response or the deadline for the response. The Superintendent will notify the complaining party of the date, time, and location of the Board meeting at which the appeal will be heard. On appeal the Board will only consider those issues and documents properly submitted during the complaint process, and will not consider new issues, complaints, documentation or information. The Board may set reasonable time limits for the presentation of the complaining party and administration. The decision of the Board is final and may not be appealed.

7.3.6 Representative

The complaining party may bring a representative to a conference or meeting held under this Formal Complaint Policy. The complaining party must provide the administrator hearing the complaint with at least 72 hours notice if an attorney will be present at a complaint conference or meeting, so that the FFA may arrange for its own representation to be present. The administrator may reschedule the conference or meeting if sufficient notice of legal representation is not provided.

SECTION 8: PUBLIC INFORMATION AND RECORDS MANAGEMENT

8.1 Records Maintenance and Retention

All School records will be maintained and destroyed in accordance with the applicable retention schedules of the Texas State Library and Archives Commission (TSLAC).

8.2 Video Surveillance of Special Education Settings

In order to promote student safety, on receipt of an authorized written request, FFA shall provide equipment, including a video camera, to the campus in specified in the request.

8.2.1 Requests

Parents of children who receive special education services in one or more self-contained classrooms or other special education settings may request in writing that video recording equipment be placed in classrooms or settings in which the parent's child is in regular attendance. Parents must submit written requests to the principal or the principal's designee at the campus in which the parent's child is in regular attendance.

Staff members assigned to self-contained classrooms or other special education settings may request in writing that equipment be placed in classrooms or settings in which the staff member is assigned. Staff members must submit written requests to the principal or principal's designee at the campus in which the staff member is assigned.

The principal or assistant principal of a school or campus at which one or more children receive special education services in self-contained classrooms or other special education settings may request in writing that equipment be provided to the principal's or assistant principal's school or campus. Assistant principals must submit requests to the principal at the campus in which the assistant principal is assigned.

The Board of Trustees may request in writing that equipment be provided to one or more specified schools or campuses at which one or more children receive special education services in self-contained classrooms or other special education settings. The Board must submit any such request to the video equipment coordinator.

FFA will designate a Central Office Administrator to serve as the video equipment coordinator. Campus principals who receive requests or who wish to make a request shall provide such requests to the video equipment coordinator.

8.2.2 Installation and Operation

FFA will respond to all requests for video camera equipment installation in writing within ten (10) days of receiving the request. If the requested location is subject to video surveillance, FFA will install the video recording equipment within a reasonable time without undue delay.

The recording equipment will not become operational until after the school provides at least five school days individualized advanced written notice of the placement of the video camera to the parents of all students receiving special education services in the classroom or setting and

providing advanced written notice to all campus staff by posting a notice at the entrance to the classroom or setting informing of the use of recording equipment in that area.

8.2.3 Duration

A requested video camera will remain in a classroom or other special education setting for the remainder of the school year in which the campus receives the request, unless the requestor withdraws the request in writing.

At the end of each school year, the campus will notify parents of children in classrooms or settings containing a camera that the operation of the camera will not continue during the following school year unless an eligible person submits a new request for the following year. The campus will provide this notice no later than the 10th day before the end of each school year.

If a campus will discontinue use of a camera for any reason during the school year, the campus will provide notice to parents of students in regular attendance in the subject classroom or special education setting at least five days before discontinuing use of the camera.

8.2.4 Recordings

Recordings made as a result of this section is confidential. FFA will not allow regular or continual monitoring of recordings. FFA will not use the recordings for teacher evaluation or monitoring for any purpose other than the promotion of safety of students receiving special education in a self-contained classroom or other special education setting.

If an incident report is filed regarding an occurrence in a self-contained classroom or other special education setting that is monitored by video recording equipment, FFA may allow certain persons to view video footage from the classroom or setting as permitted by law, including:

- An FFA employee who is involved in an incident documented by the recording and who requests to view the recording;
- A parent/guardian of a student who is involved in an incident documented by the recording and who requests to view the recording;
- A peace officer;
- A school nurse;
- An FFA administrator trained in de-escalation and restraint techniques; and
- A human resources staff member designated by the Board of Trustees.

8.3 Student Records

The Family Educational Rights and Privacy Act (FERPA) prohibits unauthorized disclosure of student education records, and grants certain rights to parents and adult students related to the use and maintenance of student education records.

8.3.1 Definitions

“Education records” means those records that are:

- 1) Directly related to a student; and
- 2) Maintained by FFA or by a party acting for FFA.

“Education records” include, but are not limited to, a student’s:

- 1) attendance records;
- 2) test scores;
- 3) grades;
- 4) disciplinary records;
- 5) counseling records;
- 6) psychological records;
- 7) applications for admission;
- 8) health and immunization information;
- 9) teacher and school counselor evaluations;
- 10) reports of behavioral evaluations; and
- 11) records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child.

The term “education records” does not include:

- 1) Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
- 2) Records of the law enforcement unit of an educational agency or institution.
- 3) Records relating to an individual who is employed by the School, that:
 - a. Are made and maintained in the normal course of business;
 - b. Relate exclusively to the individual in that individual’s capacity as an employee;
 - c. Are not available for use for any other purpose; and
 - d. The individual is not employed as a result of his or her status as a student.
- 4) Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:
 - a. Made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
 - b. Made, maintained, or used only in connection with the treatment of the student; and
 - c. Disclosed only to individuals providing the treatment, not including remedial educational activities or activities that are part of the program of instruction at the School.
- 5) Records created or received by FFA after the individual is no longer a student in attendance and that are not directly related to the individual’s attendance as a student of FFA.
- 6) Grades on peer-graded papers before they are collected and recorded by a teacher.

An “eligible student” is any student that is at least 18 years of age or is enrolled in a postsecondary educational institution.

A “parent” for purposes of this section includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.

“Personally identifiable information” includes, but is not limited to:

- 1) Student name;

- 2) Name of student's parent or other family members;
- 3) Student's or family's address;
- 4) Personal identifier, such as the student's social security number, student number, or biometric record;
- 5) Other indirect identifiers, such as date of birth, place of birth, and mother's maiden name;
- 6) Other information that, alone or in combination, is linked or linkable to a specific student and that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; and
- 7) Information requested by a person who the School reasonably believes knows the identity of the student to whom the education record relates.

8.3.2 Inspection and Review of Education Records

The School shall provide a parent or eligible student with an opportunity to inspect and review the student's education records upon request. If the parent or eligible student is not able to inspect or review the records, the School may provide a copy of the records to the requesting parent. The School may charge a charge for the copies at \$0.10 per page. The requested records shall be made available within a reasonable period of time, not to exceed 45 days.

A parent or eligible student will not be permitted to view the education records of another student, and the School will remove other student information before making the requested records available.

8.3.3 Amending Education Records

A parent or eligible student may request amendment of education records if the parent or eligible student believes a record contains information that is inaccurate, misleading, or in violation of the student's rights of privacy. The School shall make a decision within a reasonable amount of time, and shall inform the parent or eligible student of his or her right to request a hearing on the School's denial of the request. The hearing shall be conducted, and the ultimate decision communicated, in the manner required by FERPA.

8.3.4 Disclosure of Education Records

The School may not disclose a student's education records without the parent's or eligible student's written consent, unless the disclosure is permitted by a recognized exception. The following are common exceptions that permit disclosure by the School. Disclosure may be permitted under other exceptions not specifically listed here.

1. Disclosure is to FFA employees, contractors, consultants, volunteers, or other individuals or entities who perform services for the School and have legitimate educational interests in the education records.
2. Disclosure is to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.
3. Disclosure is to state and local officials or authorities to whom the information is allowed to be reported or disclosed under state statute.

4. Disclosure is to parents of an eligible student who is still listed as a dependent of the parent(s) for tax purposes.
5. Disclosure to comply with a judicial order or lawfully issued subpoena.
6. Disclosure in connection with a health or safety emergency, if knowledge is necessary to protect the health or safety of the student or other individuals.
7. Disclosure of “directory information,” as defined by this Policy.
8. Disclosure of records that have been sufficiently de-identified through removal of personally identifiable student information.

8.3.5 Directory Information

The School has designated certain types of student information to be “directory information,” which may be disclosed without parental consent unless the parent has provided written notice that the student’s information should not be released as directory information. Parents will be provided with a form at the beginning of each school year for the purpose of making that election.

The following types of information are considered directory information for FFA-sponsored purposes: student name, address, telephone listing, photograph, date of birth, honors and awards received, grade level, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

For all other purposes, directory information shall include student names.

8.3.6 Records of Students with Disabilities

FFA shall permit parents to inspect and review education records collected, maintained, or used for purposes of identifying, evaluating, placing, or educating students with disabilities. The following guidelines shall apply when a parent of a student with disabilities requests to review or inspect FFA records relating to the education of their child:

1. Parents may request that a representative inspect and review the records. 34 C.F.R. 300.613(b)(3).
2. The School shall comply with a request without unnecessary delay and before any meeting regarding an IEP or hearing relating to the identification, evaluation, or placement of the child, and in no case longer than 45 days after the request. 34 C.F.R. 300.613(a).
3. The School shall keep a record of persons obtaining access to these student records (except access by parents and authorized employees), including name, date of access, and the purpose for which the person is authorized to use the records. 34 C.F.R. 300.614.

FFA shall provide parents on request a list of types and locations of education records. 34 C.F.R. 300.616. Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the IDEA or disclosed to anyone other than officials of agencies collecting or using this information. FFA may not release information from these records without parental consent except as provided in FERPA. 34 C.F.R. 300.622

FFA shall inform parents when personally identifiable information collected, maintained, or used to provide special education and related services is no longer needed to provide educational services to the student. Such information shall be destroyed at the request of the parents.

A permanent record of the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation. 34 C.F.R. 300.624.

8.4 Employee Records

The following employee records on professional personnel must be readily available for review by the Commissioner:

- Credentials (certificate or license);
- Service record(s) and any attachments;
- Contract;
- Teaching schedule or other assignment records; and
- Absence from duty reports.

With regard to public access to information in personnel records, custodians of such records shall adhere to the requirement of the Public Information Act. An employee may make a written request for a copy of his or her personnel file, or may provide written authorization for a representative to receive a copy of the employee's personnel file.

FFA employees and Board members shall choose whether to allow public access to the following types of information: home address, home telephone number, or information that reveals whether the person has family members, or emergency contact information. Employees and Board members shall state their choice to the Director of Human Resources in a signed writing not later than the 14th day after employment begins, election or appointment to the Board occurs, or service with the School ends. If an employee or Board member fails to state his or her choice within 14 days, the information is available to the public. However, an employee or Board member may make a written request at any time to the personnel officer to open or close access to this information.

8.5 Requests for Public Information

The FFA is subject to the Texas Public Information Act (PIA), Chapter 552 of the Texas Government Code. The provisions of the PIA are incorporated into the FFA Board Policy by reference.

“Public information” means information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by the Board or for the Board and to which the Board has a right of access.

8.5.1 Public Information Officer

The Superintendent is the PIO and custodian of all records maintained by the FFA. Requests for copies or to inspect public information shall be submitted to the Public Information Officer (PIO) or the PIO's designee in writing.

The PIO is responsible for the release of public information as required by Government Code Chapter 552. The officer is not responsible for the use made of the information by the requestor or the release of the information after it is removed from a record.

8.5.2 Certain Information Protected

Certain types of information are protected from disclosure by law and may not be released. The following is not an exhaustive list of the types of information that is or may be confidential or otherwise protected from disclosure:

- A document evaluating the performance of a teacher or administrator, including a written reprimand or written disciplinary document.
- The results of an educator certification examination by the State Board of Educator Certification, unless: (1) the disclosure is regarding notification to a parent of the assignment of an uncertified teacher to a classroom as required by Education Code 21.057; or (2) the educator has failed the examination more than five times.
- An e-mail address of a member of the public that is provided for the purpose of communicating electronically with the School is confidential and not subject to disclosure unless the member of the public affirmatively consents to its release.
- The name of a person who is enrolled in a public or private primary or secondary school and involved in an improper relationship with an educator as provided by Penal Code 21.12(a).
- The name of a student or minor who is the victim of abuse or unlawful conduct by an educator.
- Personnel information the release of which would constitute an unwarranted invasion of employee privacy, including employee medical and health information and employee personal financial information.
- Information that deals with the ongoing detection, investigation, or prosecution of crime.
- Information related to threatened or ongoing litigation to which FFA is or may be a party.
- Student education records protected by the Family Educational Rights and Privacy Act (FERPA).
- Certified agenda or recording of a closed meeting conducted by the FFA Board of Trustees.
- Any other information protected or confidential by state or federal law.

8.5.3 Charges for Public Information

The PIO may assess charges for responding to a public information request, in accordance with the Act.

8.5.4 Monthly and Yearly Time Limits for Public Information Requests

If FFA personnel spend 36 uncompensated hours in a fiscal year or 15 uncompensated hours in any given month responding to requests for public information from one requestor, FFA will provide cost estimates for each subsequent request, regardless of the number of pages requested. FFA will not be required to locate, compile, produce, or provide copies of documents on any subsequent requests until such cost estimate is paid.

8.5.5 Designated Address and Electronic Address for Public Information Requests

Not later than October 1st of each year, FFA shall notify the Attorney General of Texas of the current mailing address and electronic mail address designated by FFA for receiving written requests for public information.

SECTION 9: PARENTAL RIGHTS

9.1 Parent Engagement

The FFA Board Members shall provide an Internet portal through which parents of students enrolled in FFA may submit comments to campus administrators and the Board.

9.2 Parent Access to Student Records

Please refer to the FFA Parent/Student handbook and campus administration for parent's access to certain student records.