

AGENDA
BOARD OF TRUSTEES
UVALDE INDEPENDENT SCHOOL DISTRICT
John H. Harrell Auditorium
June 20, 2022
6:30 PM
Regular Meeting

U.C.I.S.D. Mission Statement

The mission of Uvalde CISD, a progressive rural community with a heritage of inspiring and growing leaders, is to ensure each student has an excellent foundation to reach his or her goals through:

- Personalized, rigorous instruction,
- Global experiences, a dedicated staff with high expectations, and
- Community commitment and pride in the achievement of all students.

Our Beliefs

- We believe every person has value.
- We believe every person has potential.
- We believe every person learns.
- We believe in individual uniqueness.
- We believe individual determination is vital to success.
- We believe respect is the foundation for relationships.
- We believe community is essential for success.

Our Objectives

- Each student will achieve global experiences through technology and community resources.
- Each student will demonstrate citizenship by contributing to the global community.
- Each student will be equipped for college and/or career opportunities.

Agenda of Regular Meeting

The Board of Trustees Uvalde Consolidated Independent School District

A Regular Meeting of the Board of Trustees of Uvalde Consolidated Independent School District will be held Monday, June 20, 2022, beginning at 6:30 PM in the John H. Harrell Auditorium, 1 Coyote Trail, Uvalde, Texas 78801.

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

1. Call to Order 4
 - A. Announcement by the chairperson whether a quorum is present, that the meeting has been duly called, and that notice of the meeting has been posted in the time and manner required by law.
 - B. Invocation
 - C. Pledge of Allegiance to the Flags of the United States of America and the State of Texas
 - D. Strategic Plan Reading
We will ensure each student is provided with the knowledge and skills to guide college and career choices.
 1. Research -based curriculum with emphasis on critical thinking, which provides innovative instructional practices in each classroom.
 2. All campuses are equipped with resources to positively enhance the learning needs of each student.
2. Open Forum:
We welcome your comments on items not listed on the agenda. The Audience of Patrons portion of the meeting is limited to three minutes per person and will last up to 15 minutes total. Delegations of more than 5 persons shall appoint one person to present their views to the board. Keep your comments in a positive nature. Please do not expect board discussion of items raised during the open forum at this meeting that are not on the agenda posted for this meeting. If comments made during the course of the public forum warrant further information, we will direct the superintendent to gather information for consideration at a later date.
3. Consent Agenda:
 - A. Minutes of the Regular Meeting of the Board of Trustees Held on May 5
16, 2022.
 - B. Minutes of the Special Meeting of the Board of Trustees Held on June 10
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C.	Deliberations regarding a negotiated contract for a prospective gift or donation (551.073).	
D.	Deliberations concerning Superintendent duties and hiring authority (551.074).	

- E. Deliberations regarding the deployment or implementation of security personnel or devices or a security audit (551.076).
- F. Deliberations regarding security assessments or deployments (551.089).
- G. Deliberations Concerning Approval of Personnel Employments and Assignments.
- 9. Reconvene from Closed Session for Action Relevant to Items Covered 270
During Closed Session and Other Items Listed.
 - A. Consider and Take Possible Action concerning Superintendent duties and hiring authority (551.074).
 - B. Consider and Take Possible Action Concerning Approval of Personnel Employments and Assignments.
- 10. Adjournment 271

Agenda Item 1-A

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

I call this Regular Meeting of the Uvalde Consolidated Independent School District Board of Trustees to order. Let the record show that a quorum of board members is present, that this meeting has been duly called, and that notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Agenda Item 1-B

INVOCATION

Invocation to be led by Laura Perez

Agenda Item 1-C

**PLEDGE OF ALLEGIANCE TO THE FLAG OF
THE UNITED STATES OF AMERICA AND THE STATE OF TEXAS**

Pledge to the American Flag

I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with Liberty and Justice for all.

Pledge of Allegiance to the Texas State Flag

Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

**Minutes of Regular Meeting
The Board of Trustees
Uvalde Consolidated Independent School District**

The Board of Trustees met to conduct the Regular Meeting on May 16, 2022 at 6:30 pm in the Benson Board Room, 601 Dean St., Uvalde, TX 78801.

1. Call to Order

The regular meeting was called to order at 6:30 pm.

A. Roll call and establishment of quorum.

Members present: Anabel White, Luis Fernandez, Rob Fowler, Javier Flores, Laura Perez, Cal Lambert

Members absent: Elissa Gonzalez

Staff present: Dr. Hal Harrell, Michael Rodriguez, Beth Reavis, Anne Marie Espinoza, Ken Mueller, Cash Keith, David Zamora, Mikka Sanchez, Mario Rodriguez, Dr. Sandy Garza, Norma Carranza, Russell Lee, Wade Miller, Pete Arredondo, Dr. Mario Ferron, Rodney Harrison, Randy Harris, Isidro Escamilla, Abraham Contreras, Mandy Gutierrez, Sandra Gonzales, Dr. Hector Lopez, Leo Hicks, Grace Aguirre

Guests present: Donna Harrell, Judge William Mitchell, Melissa Federspill, Bethany Suarez, J.J. Suarez, Nicolle Gee-Guzman

A. The Invocation was led by Tony Gruben, Baptist Temple Church.

B. Pledge of Allegiance to the Flags of the United States of America and the State of Texas were led by Seaman/Apprentice Jaylynn Buenrostro and Cadet/ 3rd Class Petty Officer Ethan Chase.

C. Dr. Harrell read from the Strategic Plan

- We believe every person has value.
- We believe every person has potential.
- We believe every person learns.
- We believe in individual uniqueness.
- We believe individual termination is vital to success.
- We believe respect is the foundation for relationships.
- We believe community is essential for success.

2. No one spoke in the Open Forum.

3. Receive and Canvass Election Returns for the May 7, 2022 General Election.

Anabel White, Board President certified that the figures on the tally sheet are correct. Mrs. White signed the Summary of Returns and Canvass of the General Election forms.

4. Declare Candidates Elected to Trustee Positions, Issue Certificate of Election for each Elected Candidate, Complete Statement of Elected Officer for each Elected Candidate and Swearing in of the New Trustees.

Anabel White declared candidates J.J. Suarez, Anabel White, Javier Flores and Laura Perez to trustee positions. The candidates were issued certificates of election, completed Statements of Election Officer, and were each sworn in as new trustees by the Honorable Judge William Mitchell.

5. Recognition of Outgoing Board of Trustees.

Elissa Gonzalez was not present but was recognized by Dr. Harrell.

6. Reorganization of Board of Trustees.

A. Election of President

The motion was made by Javier Flores and seconded by J.J. Suarez to nominate Luis Fernandez to serve as president. The motion was carried unanimously.

B. Election of Vice President

The motion was made by Luis Fernandez and seconded by Javier Flores Rob Fowler to serve as vice president. The motion was carried unanimously.

C. Election of Secretary

The motion was made by Luis Fernandez and seconded by Javier Flores to nominate Laura Perez to serve as board secretary. The motion was carried unanimously.

D. Election of TASB Delegate

The motion was made by Rob Fowler and seconded by Laura Perez to nominate Javier Flores to serve as TASB Delegate. The motion was carried unanimously.

E. Election of Alternate TASB Delegate.

The motion was made by Javer Flores and seconded by Rob Fowler nominated J.J. Suarez to serve as TASB Alternate Delegate. The motion was carried unanimously.

F. Appointment of Board Member to Approve Monthly Bills.

The motion was made by Laura Perez and seconded by Javier Flores to nominate Cal Lambert to serve as Board Member to approve monthly bills. The motion was carried unanimously.

G. Appointment of Alternate Board Member to Approve Monthly Bills.

The motion was made by Javier Flores and seconded Rob Fowler to nominate J.J. Suarez to serve as Alternate Board Member to approve monthly bills . The motion was carried unanimously.

H. Approval of Board President and Secretary for Bank Depository Cards.

The motion was made by Rob Fowler and seconded Anabel White to approve the Board President and Secretary for Bank Depository Cards. The motion was carried unanimously.

7. Consent Agenda:

The motion was made by Rob Fowler and seconded by Javier Flores to approve the consent agenda as presented. The motion was carried unanimously.

A. Minutes of the Regular Meeting of the Board of Trustees Held on April 18 2022.

B. Minutes of the Special Board Meeting of the Board of Trustees Held on May 2, 2022.

C. Item of Information regarding Maintenance and Operations.

- D. Item of Information regarding Transportation.
- E. Item of Information regarding SFE.
- F. Item of Information on the district's investment activity for April 2022.
- G. Item of Information on the district's credit card activity for April 2022.
- H. Item of Information for Revenues and Expenditures as of April 2022.
- I. Item of Information on the tax collection activity for April 2022.
- J. Item of Information for the district's Federal program activity for April 2022.
- K. Item of Information on Student Attendance.
- L. Item of Information on Student Discipline.

8. Items of Division of Administration & Operations:

- A. Item of Information Regarding Employee TASB Survey.

Nicolle Gee-Guzman, a TASB Representative shared with the Uvalde C.I.S.D. Board of Trustees information on the Uvalde CISD Employee Survey. The purpose of the survey was to assess employee attitudes and levels of satisfaction with their jobs and work conditions. Survey information will be used to assist district leaders in understanding how employees perceive issues and to reveal the general level of job satisfaction among employees.

- B. Consider Approval of 2022-2023 K9 agreement.

The motion was made by Rob Fowler and seconded by Laura Perez to approve Interquest for K9 services in the amount of \$320 per visit. The motion was carried unanimously.

- C. Consider Approval of New Hope Daycare contract proposal.

The motion was made by Rob Fowler and seconded by Laura Perez to approve the New Hope Daycare reconstruction proposal from Leopoldo Castillon with Paul's Drywall and Home Improvements. In preparation to move forward with the move of the New Hope Daycare from its current location to the north wing on the Benson campus, the classrooms and exterior metal will need to be prepped and painted. The proposed cost for interior crack repair, prep work, and painting of the Day Care is \$33,650.00. The motion was carried unanimously.

- D. Consider Approval of Revision to Board Policy CH (Local).

The motion was made by Rob Fowler and seconded by J.J. Suarez to approve revision to Board Policy CH (Local) to include purchasing threshold from \$25,000 to \$50,000 requiring board approval. The motion was carried unanimously.

9. Items of Division of Business and Finance:

- A. Consider approval of accounts payable checks for April 2022.

The motion was made by Javier Flores and seconded by Laura Perez to approve the accounts payable checks for April 2022 as presented. The motion was carried unanimously.

- B. Consider Approval of General Fund Budget Amendment #6.

The motion was made by Rob Fowler and seconded by Javier Flores to approve the General Fund Amendment #6 as presented. This included \$7,985 revenue received from the City of Uvalde in the amount of \$3,760 and an insurance payment in the amount of \$4,225 to be reallocated back into the transportation department in the amount of \$4,225 and plant and maintenance in the amount of \$3,760 where they were originally paid from. The other item is to move money from instruction account #11 in the amount of \$18,650 broken down to \$4,300

in function 13, \$1,350 in function 33, \$10,500 in function 36 and \$2,500 in function 61. The motion was carried unanimously.

C. Consider Approval of Special Education Furniture Exceeding \$25,000.

The motion was made by Laura Perez and seconded by Javier Flores to approve the purchase of furniture for ten Functional Living Skills (FLS) classrooms in the amount of \$35,593.25 to be paid from ESSER funds. The motion was carried unanimously.

D. Consider Approval of Secondary Furniture Expenditure.

The motion was made by Laura Perez and seconded by Javier Flores to approve the purchase of furniture for small group settings at Morales Junior High, Uvalde High School, and Crossroads Academy. The ordering process will begin through Indeco at the cost of \$894,291 to be paid from ESSER funds. The motion was carried unanimously.

E. Consider Approval of Summer Pay Update.

The motion was made by Rob Fowler and seconded by J.J. Suarez to approve the summer pay as follows Nurses (RN): \$40.00/hr., Nurses (LVN): \$35.00/hr., Student Workers: \$10.00/hr., Transportation Staff: Hourly Rate + \$2.00/hr. The motion was carried unanimously.

10. Items of Division of Curriculum and Instruction:

A. Item of Information on UIL Academics.

Randy Harris, Uvalde High School Principal shared with the Board of Trustees information on the 2021-2022 school year University Interscholastic League activities and competition results, as well as plans for the 2022-2023 school year.

B. Item of Information on Scholarships 2021-2022.

Carol Brewer, CCMR/CTE Coordinator shared with the Board of Trustees an update on the 2021-2022 school year scholarship awards in comparison with previous years, as well as student FAFSA completion rates for Uvalde CISD.

11. Superintendent's Report

Dr. Harrell shared updates with the board:

Upcoming board training: TASB Spring Workshop on May 25th and SLI on June 15th

Next regular board meeting on June 20th

Law Enforcement Week

Dalton loop close to completion

SWTJC graduation including ECHS students

Latin Jazz concert

Military signing day

Robotics award ceremony

FFA Banquet

GT Showcases

Band Banquet

Senior Walk

UHS Graduation

12. Closed Session: A closed session will be held under Provisions of Texas Government Code, Chapter 551, Sections 551.071 and 551.074.

A closed session was held at 7:41 pm

A. Deliberations Concerning Approval of Personnel Employments, Assignments, Suspensions, and Terminations.

13. Reconvene from Closed Session for Action Relevant to Items Covered During Closed Session and Other Items Listed.

The board reconvened at 8:27 pm.

A. Consider and Take Possible Action Concerning Approval of Personnel Employments, Assignments, Suspensions, and Terminations.

The motion made by Rob Fowler and seconded by Cal Lambert to approve personnel employments, assignments, suspensions, and terminations as presented. The motion was carried unanimously.

14. Adjournment

The motion was made by Cal Lambert and seconded by Javier Flores to adjourn the meeting. The motion was carried unanimously.

The meeting adjourned at 8:28

Board Secretary

Date

Minutes of Special Meeting
The Board of Trustees
Uvalde Consolidated Independent School District

The Board of Trustees met to conduct the Regular Meeting on June 8, 2022 at 6:00 pm in the Benson Board Room, 601 Dean St., Uvalde, TX 78801.

1. Call to Order

The Special Meeting was called to order at 6:00 pm

A. Roll call and establishment of quorum.

Members present were: Luis Fernandez, Rob Fowler, Laura Perez, Javier Flores, Cal Lambert, Anabel White and J.J. Suarez.

Staff present: Dr. Harrell, Michael Rodriguez, Beth Reavis, Anne Marie Espinoza, Cash Keith, Ken Muller, Victor Baron, Dr. Sandy Garza, Mikka Sanchez, David Zamora, Mario Rodriguez, Norma Carranza, Bryan Perez, Randy Harris, Isidro Escamilla, Wade Miller

Guests present: Melissa Federspill, Julie Regino, Angela & Glen Turner, Carper Capt, Theresa Hoskins, Yuri De Lynn, Emmanuel Castro, Dawn Poitevent, Jody W., Emma Trimble, and Martin O.

B. Invocation was led by Anabel White.

C. Pledge of Allegiance to the Flags of the United States of America and the State of Texas were led by Luis Fernandez

2. The following spoke in Open Forum:

Carper Capt - Supporting Uvalde and Uvalde CISD Superintendent
Dawn Poitevent- Safety of students

3. Items of Division of Administration & Operations:

A. Consider Approval of a Resolution delegating authority to the Superintendent to act in place of the Board of Trustees during an emergency.

This item was discussed in a closed session with attorneys.

B. Item of Information on issues related to Robb Elementary School.

Dr. Harrell shared that no one will return to Robb Elementary. UCISD is working on a location.

4. Closed Session: A Closed Session will be held under the provisions of Texas Government Code, Chapter 551, Sections 551.071 and 551.074.

A Close session was held at 6:18 pm.

A. Deliberations Concerning Approval of Personnel Employments, Assignments, Suspensions, and Terminations.

B. Pursuant to Texas Government Code Section 551.071, the Board will consult with legal counsel regarding legal issues related to the events at Robb Elementary School and legal issues pertaining to a Board Resolution related to providing the Superintendent Authorization to act during the ongoing situation.

5. Reconvene from Closed Session for Action Relevant to Items Covered During Closed Session.

The board reconvened at 7:27 pm.

A. Consider and Take Possible Action Concerning Approval of Personnel Employments, Assignments, Suspensions, and Terminations.

There was no action.

B. The Board will consider and take possible action regarding the approval of a board resolution providing the Superintendent authorization to act during the ongoing situation.

The motion was made by Laura Perez and seconded by Javier Flores to approve the resolution delegating authority to the Superintendent until further notice those powers included in the resolution. The motion was carried unanimously.

6. Adjournment

The motion was made by Rob Fowler and seconded by Laura Perez to adjourn the meeting. The motion was carried unanimously.

The meeting adjourned at 7:29 pm.

Board Secretary

Date

**Item of Information regarding Maintenance and Operations
June 30, 2022**

1. Background:

Attached is a list of Maintenance and Operations projects, both completed and in process.

2. Process:

The attached list will be continually updated as projects are completed, added or modified.

3. Fiscal Impact:

The fiscal impact of each project is listed on the report.

4. Recommendation:

No recommendation action necessary.

5. Action Required:

No action required.

6. Contact Person:

Rodney Harrison

06-15-2022

6/15/2022

Project type	Status	Project Value	Board Approved	Contractor	Construction Date	NOTES
Column1	Column2	Column3	Column4	Column5	Column6	Column7
Day care move to Benson north wing	In progress	\$25,121	Yes	UCISD	4-18-2022	Move the New Hope Day Care to the north wing of the Benson Complex.
UHS Auditorium stage lighting retrofit	PO	\$200,180	yes	Texas Scenic.	Start July-15	Retrofit stage lighting, controls and support equipment to bring lighting up to good working status.
Quotes for air conditioning at gyms-UHS,MJHS,Flores and Batesville	In Progress	\$39,500	yes	MEP Engineering	Bid Awarded	Texas Chiller Systems has been awarded contract and work will be beginning soon.
Quotes to level soccer field and to build retaining wall at south end of field	In Progress	No cost at this time	no	Texas Multi Chem-RKW	waitin on quotes	Retaining wall to hold back dirt so field can be leveled out.
Additional dropoff drive at Dalton	Final Approval	\$442,462.40	yes	CDS Muery & JR	Cleaning site	Add a circle drive to alleviate crowding at drop off and pickup times at campus
Online auction of obsolete equipment.	Continuing	unknown	yes	PublicSurplus.com	On going	Auction will be managed and maintained permanently.
Constructing 25' light poles for solar parking lot lighting.	In Progress	\$5,000.00	no	UCISD	on-going	Constructing light poles for the parking lot projects at Dalton, Flores and Anthon.
New furniture for campuses	In Progress	No cost at this time		UCISD	on-going	Remove classroom furniture so the new furniture can be brought in and assembled. Batesville, Dalton, UDLA, Flores, Morales, UHS.
Roof repairs- Tremco , Anthon, Benson,Morales, Uvalde High	Complete	\$748,826.00	yes	Tremco, Beldon, LBK	Completed	Repairs to roof at Anthon 700 wing, Morales bandhall, UHS Kitchen and Benson Main bldg and walkways
Construct cradle for new UPS batteries in warehouse computer center.	Complete	\$2,527.99	no	UCISD	Completed	Construct cradle to hold weight of batteries above the warehouse office and section off additional space for climate control.
Build net wall at the north end of soccer field	Completed	\$8,987.82	no	UCISD	Completed	Build net wall to stop ball going into adjoining yards
Dual Language Academy concrete drive extension	Canceled by	principal				
Getting quotes for new marquee for Uvalde CISD Dual Language campus	Completed	\$20,614.00	no	Angle Light and Sign	Completed	Quote for new logo cabinet and led marquee installation and software-hardware.
Trane Technologies replace RTU-3 Comp at High School	Completed	\$21,900	no	Trane Tech	Parts ordered	Replacement of both compressors on roof top unit 3, a 30 ton Package unit suppling 8 rooms with cond air.
Replacing failed expansion valve and board Flores chiller	Completed	\$8,344	no	Brandt	Parts ordered	Replace expansion valve, supporting board and sesors to bring chiller back to 100% capacity
Bleacher inspections UHS, MJS, Flores, Honey Bowl, Athletic Fields.	Completed	\$2,150	no	Selco Seating and Courts	8-16-21	Inspection of all bleachers on campuses and sport complexes.
Addition of containment wall and mulch to south Dalton playground	Completed	\$11,040.50	no	Exerplay-UCISD	July	Install containment wall and mulch purchased from Exerplay at the south east play area at Dalton.
Moving of classrooms as needed for Dual Language Academy	Completed		no	UCISD	Aug.	Moving of classroom furniture and teachers supplies to and from Dual Language Academy, Flores, Anthon and Dalton.
Replacement of one compressor on north chiller unit	Completed	\$11,053	no	Trane Technologies	June	Replace one compressor on north chiller unit and update programming on both units so alarms for chillers are visible.
Installation of security gate at Dalton campus.	Completed	\$4,149.39	no	Sentry Security-UCISD	June	Installation of remote access control system including camera, 2 way communication and active door release at Dalton .
Repairs to software-hardware Flores Carrier HVAC-Automation sytems	Completed	\$15,613.00	no	Carrier	April 30-21	Replacement of actuators, controllers and programming as needed, and new automation for Band hall bldg.
Replacement of interior wiring harness Pole S2 soccer field	Completed	\$8,960.00	no	Musco Lighting	Jan.-Feb.	Wire harnesses in pole S2 need to be replaced to return to working order.
Replacement of damaged door hardware at boys locker rooms H.S.	Completed	\$8,905.12	no	Dumas Hardware	Jan. Feb.	Replace door hardware on H. Kincheloe Gym varsity and jv locker room doors- beyond repair
Mulch for Dalton, Anthon, Robb playgrounds	Completed	\$21,588.96	no	UCISD	Jan 2021	Filled mulch in play ground area at Dalton, Robb and Anthon existing playgrounds.
Retrofit Water fountain-sinks with bottle fillers	Completed	\$30,706.08	no	UCISD	Sept. / Dec.	Add glass -bottle fillers on fountains and sinks where applicable.
Repair roof areas around hvac curbs and west expansion joint main bldg.	Completed	\$8,624.00	no	L.D. Tebben Co.Inc.	Nov.	Repairs of the northern expansion joint and sealing of curbs around out rooms HVAC equipment.
Morales main bldg northwest double door replacement	Completed	\$8,340.10	no	Dumas Hardware	Sept	Replacement of the entire door unit at the northwest main bldg entrance
Field prep and seeding of athletic fields (soccer, softball, football practice)	Completed	\$5,277.00	no	Texas Multi-Chem	Nov.	Super raking of fields and seeding with rye for coming season.
UHS, repair fire/smoke hatch mechanisms to (4) openings on Aud. Roof.	Completed	Warranty Replacement	no	UCISD	Aug/Sept	Remove excessive spring tension on three remaining fire/smoke hatches on the high roof of the auditorium.
Robb, Fire alarm system repairs.	Completed	\$1,795.00	no	Firetrol	Jan/Feb	Replace malfunctioning circuit board, reload programming and test alarm circuits for proper operation.The wrong board was ordered.
Central Office, Install burgandy metal trim on exterior building.	Completed	\$763.84	no	Mueller Inc.	Jan/Feb	Install maroon metal trim on the exterior of the Central office building.
Begin removing dead trees at various campuses in the District.	Completed	\$1,000 est.	no	UCISD	June	Removal of dead trees and (or) limbs on campuses throughout the District, for safety concerns.
Painting fire lane curbs red with the "Fire Lane No Parking" in white on curb.	Completed	\$5000 est	no	UCISD	Aug.	Purchase 63 signs and 3 stencils, sign posts, sacrete, white spray paint, red fire lane paint and install. By order of the Fire Marshall.
Kolinek Field, make field lighting repairs, and rent 80' boom lift to for repairs	Completed	\$2,745.62		UCISD	Nov	Evaluating stadium lighting wiring deficiencies, make repairs, and repair fixtures with bad ballast and/or lamps.
Kolinek Field, replace old artificial turf in various areas of the facility.	Completed	\$9,983.69	no	ATX Turf LLC	Jan	Replace art. Turf in dugouts, bull pens, coaches boxes, on-deck circles, in-the-hole circles and batting cages (2). 4562 SF total
Athletic Fields, replace lamps and ballast as needed at all lighted fields.	Completed	\$1,639.73	no	UCISD	Jan	Use rented 80' boom lift to replace lamps/ballasts on all light poles at the athletic fields.
Athletic Fields,construct (2) concrete driveway entrances off of Camp St.,	Completed	\$7,776.00	no	Amaya Construction	Nov-Jan	Construct concrete entrance at existing driveway to parking lot. Construct second entrance at second driveway entrance.
UHS, construct a concrete drive at West entrance on Coyote Trail.	Completed	\$16,632.00	no	Amaya Construction	Nov-Jan	Construct 54' X 56' concrete entrance at the West bus loop entrance/exit on Coyote Trail and tie into city street.

**Item of Information regarding Transportation
June 30 , 2022**

1. Background:

Attached is the monthly report provided by our Transportation Department. The Transportation Department continues to deliver excellent service in preparing for picking up and dropping off, field trips and taking care of all fleet vehicles.

2. Process:

Board reports are provided monthly.

3. Fiscal Impact:

Information only.

4. Recommendation:

No recommendation action necessary.

5. Action Required:

No action required.

6. Contact Person:

Russell Lee

**UVALDE CONSOLIDATED SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT**

**May 2022
Monthly Review**

The following is the transportation department status for the period of May 1, 2022 to May 31, 2022.

- Authorized staff positions: 46: 43 (3 Total Vacancies)
 - 28 25 Drivers (3 Driver Vacancies)
 - 8: 8 Bus Aides/Monitors
 - 5: Shop – 1 Foreman, 2 Mechanics, 2 Mechanic’s Helpers
 - 5: Office – 3 Dispatchers, 1 Secretary, 1 Director

- On average we transported:
 - Approximately 1,049 regular students at least once a day.
 - Approximately 75 Special Needs students at least once a day.
 - Total of approximately 1,124 students transported each day.

- We drove:
 - 24 school routes twice a day
 - 14 additional daily runs
 - 26 Field Trips, 4 White Fleet
 - Approximately 1,783 Miles per day.

- We consumed:

○ 6388 gallons of Propane	22,267 Miles
○ 2934 gallons of Diesel for Buses	16,000 Miles
○ 281 gallons of Diesel for White Fleet	1371 Miles
○ 784 gallons of Unleaded	4891 Miles
○ Unit 41 – White Expedition	1175 Miles
○ Unit 42 – White Expedition	875 Miles

- We Processed/Completed:
 - 23 Conduct reports
 - 61 Bus Work Orders
 - 23 White Fleet Work Orders
 - 28 Purchase orders
 - Processed timely and accurate time sheets for our 43 employees.

- We gained a fully certified driver and she has been running routes.

**Item of Information regarding SFE
June 20, 2022**

1. Background:

Attached is information provided by SFE Food Service Director Leo Hicks. Mr. Hicks and staff continue to work hard preparing for the 2021-2022 school year. SFE continues on ensuring quality food choices and service.

2. Process:

Each month SFE provides a report of the monthly activity for review and payment.

3. Fiscal Impact:

We pay Southwest Food Services monthly from the invoice presented by the Company. Monthly invoices are reviewed with Mr. Hicks.

4. Recommendation:

No recommendation action necessary.

5. Action Required:

No action required

6. Contact Person:

Leo Hicks



June 2022

Norma Luna
Secretary to Child Nutrition
Director
O: (830)591-4913 ext. 1412
E: Nluna4234@uvaldecisd.net

Mayra Perez
Nutritionist for Foodservice, SFE
O: (830) 591-4913 ext.1414
M: (830) 900-9345
E: mperez@uvaldecisd.org

Leo Hicks
Dir. of Foodservice, SFE
O: (830) 591-4913 ext.1410
M: (313) 712-0229
E: lhicks2918@uvaldecisd.org

- ***UCISD and SFE, believe Uvalde that ALL students deserve, fresh and delicious meal options to enjoy.***
- ***B.I.C. is nourishing our future leaders, allowing them to be ready to learn and reach their highest potential.***
- ***Thank You to the entire Uvalde Team, as we work together to feed the students we love!***



SFE Financial Statement
Operation Name : Uvalde CISD (1106) for (All)
(MAY, 202122)

	Month to Date		
Number Serving Day	14		
Enrollment	4,101		
Daily Avg. Meals Served	7,030		
Commodities Received	0		

Summary Profit & Loss	Month to Date	C.P.M	% of Sales	Year to Date	C.P.M	% of Sales	Prior Year to Date	C.P.M	% of Sales
Revenue	\$363,822.37	3.696	100.0%	\$3,503,249.43	3.496	100.0%	\$2,746,238.30	2.844	99.4%
Expense	\$263,819.42	2.680	72.5%	\$2,875,025.70	2.869	82.1%	\$2,236,769.27	2.317	81.0%
Surplus / (Deficit)	\$100,002.95	1.016	27.5%	\$628,223.74	0.627	17.9%	\$118,134.91	0.122	4.3%

REVENUE

Meals Category	Month to Date	Daily Avg.	Part. %	Year to Date	Daily Avg.	Part. %	Prior Year to Date	PY Daily Avg.	PY Part. %
Total Breakfast Meals	39,810	2,844	69.3%	423,160	2,460	5.5%	432,426	2,621	5.6%
Total Lunch Meals	49,832	3,559	86.8%	472,909	2,749	6.1%	471,634	2,858	6.1%
Snack	0	0	0.0%	33,171	193	0.4%	45,313	275	0.6%
A La Carte Equivalent Meals	2,318	166	4.0%	30,442	177	0.4%	3,014	18	0.0%
Dinner (Supper)	6,465	462	11.3%	41,435	241	0.5%	0	0	0.0%
Employee Meal	0	0		854	5		13,115	79	
Total	98,425	7,030	171.4%	1,001,971	5,825	12.9%	965,502	5,852	12.4%

Client Revenue	Month to Date	C.P.M	% of Sales	Year to Date	C.P.M	% of Sales	Prior Year to Date	C.P.M	% of Sales
Local	\$9,096.92	0.092	2.5%	\$119,476.17	0.119	3.4%	\$12,893.95	0.013	0.5%
Federal	\$354,725.45	3.604	97.5%	\$3,363,284.96	3.357	96.0%	\$2,716,655.92	2.814	98.4%
State	\$0.00	0.000	0.0%	\$3,301.31	0.003	0.1%	\$13,616.43	0.014	0.5%
Other	\$0.00	0.000	0.0%	\$17,186.99	0.017	0.5%	\$3,072.00	0.003	0.1%
Total	\$363,822.37	3.696	100.0%	\$3,503,249.43	3.496	100.0%	\$2,746,238.30	2.844	99.4%

EXPENSES

SFA Account Name	Month to Date	C.P.M	% of Sales	Year to Date	C.P.M	% of Sales	Prior Year to Date	C.P.M	% of Sales
SFA Food	\$0.00	0.000	0.0%	\$0.00	0.000	0.0%	\$966,050.37	1.001	35.0%
SFA Labor	\$75,000.00	0.762	20.6%	\$713,627.96	0.712	20.4%	\$867,000.00	0.898	31.4%
SFA Direct	\$29,506.00	0.300	8.1%	\$387,822.42	0.387	11.1%	\$403,718.90	0.418	14.6%
Total SFA Expense	\$104,506.00	1.062	28.7%	\$1,101,450.38	1.099	31.4%	\$2,236,769.27	2.317	81.0%

FSMC Account Name	Month to Date	C.P.M	% of Sales	Year to Date	C.P.M	% of Sales
Reimbursable Total Snack Rate Fee	\$0.00			\$61,834.06		
Equivalent Meals Rate Fee	\$4,320.98			\$56,746.93		
Reimbursable Dinner (Supper) Rate Fee	\$14,040.04			\$89,984.39		
Reimbursable Employee Meal Rate Fee	\$0.00			\$1,591.94		
Reimbursable Covid-19 Free Breakfast - SSO Rate Fee	\$74,209.82			\$788,812.56		
Reimbursable Covid-19 Free Lunch - SSO Rate Fee	\$92,891.83			\$881,549.67		
Commodity Credit	-\$42,596.03			-\$194,349.19		
Reimbursable Caterings or Other Special Events Rate Fee	\$16,446.77			\$114,168.30		
Other	\$0.00			-\$26,763.34		
Total FSMC Expense	\$159,313.42	1.619	43.8%	\$1,773,575.32	1.770	50.6%

Expense Summary	Month to Date	C.P.M	% of Sales	Year to Date	C.P.M	% of Sales	Prior Year to Date	C.P.M	% of Sales
Total SFA Expense	\$104,506.00	1.062	28.7%	\$1,101,450.38	1.099	31.4%	\$2,236,769.27	2.317	81.0%
Total FSMC Expense	\$159,313.42	1.619	43.8%	\$1,773,575.32	1.770	50.6%	\$0.00	0.000	0.0%
Total Expense	\$263,819.42	2.680	72.5%	\$2,875,025.70	2.869	82.1%	\$2,236,769.27	2.317	81.0%

Invoice Summary	Month to Date	C.P.M	% of Sales	Year to Date	C.P.M	% of Sales	Prior Year to Date	C.P.M	% of Sales
Minus Net Credits Owed	\$0.00	0.000	0.0%	\$0.00	0.000	0.0%	\$0.00	0.000	0.0%
Net Amount Due or (Owed)	\$159,313.42	1.619	43.8%	\$1,069,663.23	1.068	30.5%	\$407,322.88	0.422	14.7%

BREAKFAST CHANGES LIVES

..... HOW?



KIDS WHO EAT SCHOOL BREAKFAST...

MISS LESS SCHOOL



They attend an average of
1.5 more days
per year

DO BETTER IN MATH:



They average
17.5% higher
math test scores

MORE ATTENDANCE



HIGHER MATH SCORES =

20% more likely to
graduate high school



Did You

Know....?

a student Imagine skipping breakfast because she was running late. A few hours later, that same student's stomach starts growling during a test, but it's still a couple of hours before lunch. She ends up doing poorly on the test because all she can think about is how hungry she is. If she had eaten before her test, she might have been able to focus better-- and do better. In fact, research shows that participation in a school breakfast program of some kind is closely associated with significantly better performance in standardized test scores, as well as improved cognitive function and reduced absenteeism.

That
Good
Nutrition
Can
Improve
Test
Scores?

That's why SFE makes it a priority to offer a wide variety of programs to ensure that students get the nutrition they need to succeed in class-- all day long. Programs such as breakfast in the classroom, second chance breakfast and grab-and-go breakfast can be customized to fit the needs of students and districts, so that every student starts the day out right. By also focusing on fresh-from-scratch cooking and consistently offering plenty of fruits and vegetables at each meal, we give students extra opportunities to get the nutrients they may be missing. We want every student to be nourished to learn-- and ready to do their best

would so appreciate hearing from

please contact the SFE team today

BestK12Food@sfellc.org



Item of Information on the Investment activity as of May 31, 2022

June 20, 2022

1. Background:

The district is required to provide to the Board of Trustees an Investment report not less than on a quarterly basis.

2. Process:

The Administration provides the ending balances in all district investment accounts with activity for the current month.

3. Fiscal Impact:

The district's investment income for the month of May 2022 is \$403.37

4. Recommendation:

The investment report is provided as part of the district's consent agenda and meets the guidelines in the PFIA and board policy.

5. Required:

None

6. Contact Person:

Superintendent
Chief Financial Officer

Information on the district's credit card activity for the month of May 2022

June 20, 2022

1. Background:

The district utilizes the JPMorgan credit card

2. Process:

Employees use the card for minor incidental purchases

3. Fiscal Impact:

Current transactions for the month of May 2022 were \$5,714.85

4. Recommendation:

The Transaction listing is provided as part of the consent agenda

5. Required:

None

6. Contact Person

Superintendent
Chief Financial Officer

Accounting Codes Analysis

Posting Date: 05/01/2022 - 05/31/2022

UVALDE, TX 788021909 USA

Transaction		Merchant Category					Transaction	
Date	Posting Date	Code	Merchant Category Name	Merchant	Location		Amount	
Retail Services								
05/03/2022	05/04/2022	7929	BANDS, ORCHESTRAS, & MISC ENTRTNRS-NOT ELSWHR CLAS	SQ *STAGE THERAPY ENTE	GOSQ.COM,TX		500.00	
05/04/2022	05/05/2022	5411	GROCERY STORES, SUPERMARKETS	H-E-B #441	UVALDE,TX		204.39	
05/05/2022	05/06/2022	5411	GROCERY STORES, SUPERMARKETS	H-E-B #441	UVALDE,TX		865.86	
05/20/2022	05/23/2022	7999	RECREATION SERVICES (NOT ELSEWHERE CLASSIFIED)	ACT*SAZOO ED DEPT.	8006634991,TX		1,175.00	
05/20/2022	05/23/2022	7999	RECREATION SERVICES (NOT ELSEWHERE CLASSIFIED)	ACTIVWORKS ENDURANCE	DALLAS,TX		(225.00)	
05/12/2022	05/12/2022	5999	MISCELLANEOUS AND SPECIALTY RETAIL STORES	SQ *STAGE THERAPY ENTE	MANVEL,TX		(500.00)	
						Total	Retail Services	2,020.25
							Account Total	2,020.25

Accounting Codes Analysis

Posting Date: 05/01/2022 - 05/31/2022

UVALDE, TX 788021909 USA

Transaction		Merchant Category				Transaction	
Date	Posting Date	Code	Merchant Category Name	Merchant	Location	Amount	
Lodging							
05/04/2022	05/05/2022	7011	LODGING-HOTELS,MOTELS,RESORTS-N OT CLASSIFIED	AIRBNB HMF39MZ58K	4158005959,CA	970.27	
05/06/2022	05/06/2022	7011	LODGING-HOTELS,MOTELS,RESORTS-N OT CLASSIFIED	AIRBNB HMF39MZ58K	4158005959,CA	(222.90)	
					Total	Lodging	747.37
Retail Services							
05/04/2022	05/05/2022	7399	BUSINESS SERVICES-NOT ELSEWHERE CLASSIFIED	SPATS REGISTRATION	ORANGE GROVE,TX	200.00	
					Total	Retail Services	200.00
						Account Total	947.37

Accounting Codes Analysis

Posting Date: 05/01/2022 - 05/31/2022

UVALDE, TX 788021909 USA

Transaction		Merchant Category				Transaction	
Date	Posting Date	Code	Merchant Category Name	Merchant	Location	Amount	
Retail Services							
04/29/2022	05/02/2022	5734	COMPUTER SOFTWARE STORES	TRELLO.COM* ATLISSIAN	NEW YORK,NY	72.98	
					Total	Retail Services	72.98
						Account Total	72.98

Accounting Codes Analysis

Posting Date: 05/01/2022 - 05/31/2022

UVALDE, TX 788014206 USA

Transaction Date	Posting Date	Merchant Category Code	Merchant Category Name	Merchant	Location	Transaction Amount	
Airline							
05/23/2022	05/25/2022	3066	SOUTHWEST AIRLINES	SOUTHWEST AIRLINES	800-435-9792, TX	395.96	
05/23/2022	05/25/2022	3066	SOUTHWEST AIRLINES	SOUTHWEST AIRLINES	800-435-9792, TX	395.96	
05/23/2022	05/25/2022	3066	SOUTHWEST AIRLINES	SOUTHWEST AIRLINES	800-435-9792, TX	395.96	
05/23/2022	05/25/2022	3066	SOUTHWEST AIRLINES	SOUTHWEST AIRLINES	800-435-9792, TX	395.96	
05/23/2022	05/25/2022	3066	SOUTHWEST AIRLINES	SOUTHWEST AIRLINES	800-435-9792, TX	395.96	
05/23/2022	05/25/2022	3066	SOUTHWEST AIRLINES	SOUTHWEST AIRLINES	800-435-9792, TX	395.96	
					Total	Airline	2,375.76
Lodging							
05/17/2022	05/19/2022	7011	LODGING-HOTELS,MOTELS,RESORTS-N OT CLASSIFIED	KALAHARI RESORT - TX -	ROUND ROCK, TX	254.99	
					Total	Lodging	254.99
Restaurant							
05/04/2022	05/05/2022	5812	EATING PLACES, RESTAURANTS	TAQUERIA EL HERRADERO	UVALDE, TX	43.50	
					Total	Restaurant	43.50
						Account Total	2,674.25

Accounting Codes Analysis

Posting Date: 05/01/2022 - 05/31/2022

FILTERS APPLIED

Scheme Name : S2321 UVALDE CISD

Field	Type	Value
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Item of Information for Revenues and Expenditures as of May 31, 2022

June 20, 2022

1. Background:

Financial information is provided on a monthly basis for the following Board approved budgets: General Operating, Food Service, & Debt Service.

2. Process:

The Administration provides a summary by fund and function to better understand the financial position of the district. Prior year to date expenditures are included for comparison.

3. Fiscal Impact:

The reports provide the Board and Administration with the current financial information in which to make decisions in the best interest of the district.

4. Recommendation:

The reports are provided as part of the consent agenda.

5. Action Required:

None

6. Contact Person:

Beth Reavis

Uvalde CISD
Summary of Revenues and Expenditures Report

General Fund
May 31, 2022

	FY 2021-2022 Adopted Budget	FY 2021-22 Revised Budget	Encumbrance YTD	Revenue & Expenditures YTD	Balance	% Realized/Expended	Prior Year FYTD	Per Student
REVENUES								
5700 LOCAL AND INTERMEDIATE SOURCES	12,515,891.00	\$ 12,898,272.00	\$ -	\$ 13,342,449.76	\$ (444,177.76)	103.44%	\$ 12,993,140.99	\$ 3,225.93
5800 STATE PROGRAM REVENUE	26,256,967.00	\$ 28,453,660.00	\$ -	\$ 15,165,215.11	\$ 13,288,444.89	53.30%	\$ 14,550,646.59	\$ 3,666.64
5900 FEDERAL PROGRAM REVENUE	1,935,000.00	\$ 2,070,272.00	\$ -	\$ 897,934.69	\$ 1,172,337.31	43.37%	\$ 764,175.51	\$ 217.10
7900 TRANSFER IN/OTHER SOURCES	-	\$ 34,405.00	\$ -	\$ 16,110.00	\$ 18,295.00	46.82%	\$ 2,374,806.89	\$ 3.90
TOTAL LOCAL/STATE REVENUES	40,707,858.00	\$ 43,456,609.00	\$ -	\$ 29,421,709.56	\$ 14,034,899.44	67.70%	\$ 30,682,769.98	\$ 7,113.57
APPROPRIATIONS								
11 - INSTRUCTION	23,284,870.00	\$ 23,498,923.00	\$ 164,906.96	\$ 17,025,708.64	\$ 6,308,307.40	73.15%	\$ 19,791,782.59	\$ 4,156.34
12 - INST RESOURCES & MEDIA SRVS	392,213.00	\$ 445,859.00	\$ 6,312.77	\$ 318,566.54	\$ 120,979.69	72.87%	\$ 320,780.18	\$ 78.55
13 - CURRUCULUM DEV & INST STAFF DEV	328,204.00	\$ 617,696.00	\$ 24,251.53	\$ 213,493.19	\$ 379,951.28	38.49%	\$ 238,990.52	\$ 57.48
21 - INSTRUCTIONAL LEADERSHIP	1,055,560.00	\$ 1,143,896.00	\$ 4,701.86	\$ 809,585.86	\$ 329,608.28	71.19%	\$ 858,865.55	\$ 196.88
23 - SCHOOL LEADERSHIP	2,417,359.00	\$ 2,692,640.00	\$ 15,190.86	\$ 1,960,103.02	\$ 717,346.12	73.36%	\$ 1,895,929.26	\$ 477.59
31 - GUIDANCE & COUNSELING	1,433,010.00	\$ 1,513,791.00	\$ 1,722.62	\$ 1,092,474.68	\$ 419,593.70	72.28%	\$ 1,152,817.34	\$ 264.55
32 - SOCIAL WORK SERVICES	161,031.00	\$ 186,539.00	\$ 4,858.33	\$ 109,453.05	\$ 72,227.62	61.28%	\$ 126,381.14	\$ 27.64
33 - HEALTH SERVICES	395,347.00	\$ 568,143.00	\$ 2,558.48	\$ 422,874.71	\$ 142,709.81	74.88%	\$ 411,512.15	\$ 102.86
34 - PUPIL TRANSPORTATION	1,646,941.00	\$ 2,000,364.00	\$ 212,809.34	\$ 1,377,193.90	\$ 410,360.76	79.49%	\$ 1,432,078.69	\$ 384.43
35 - FOOD SERVICE	-	\$ -	\$ -	\$ 2,927.38	\$ (2,927.38)	0.00%	\$ 7,442.56	\$ 0.71
36 - EXTRACURRICULAR ACTIVITIES	1,318,738.00	\$ 1,479,552.00	\$ 63,444.23	\$ 1,123,204.54	\$ 292,903.23	80.20%	\$ 1,094,626.00	\$ 286.91
41 - GENERAL ADMINISTRATION	1,562,285.00	\$ 1,820,494.00	\$ 18,102.32	\$ 1,253,514.93	\$ 548,876.75	69.85%	\$ 1,272,437.27	\$ 307.45
51 - PLANT MAINT & OPERATIONS	3,972,619.00	\$ 5,197,347.00	\$ 396,847.70	\$ 3,484,039.00	\$ 1,316,460.30	74.67%	\$ 3,167,398.80	\$ 938.32
52 - SECURITY & MONITORING SRV	435,270.00	\$ 525,420.00	\$ 1,028.43	\$ 417,593.55	\$ 106,798.02	79.67%	\$ 316,797.32	\$ 101.21
53 - DATA PROCESSING SRV	913,788.00	\$ 985,480.00	\$ 36,698.41	\$ 721,574.65	\$ 227,206.94	76.94%	\$ 888,684.14	\$ 183.33
61 - COMMUNITY SERVICES	75,102.00	\$ 116,449.00	\$ 2,476.42	\$ 63,654.31	\$ 50,318.27	56.79%	\$ 77,144.03	\$ 15.99
71 - DEBT SERVICE	954,615.00	\$ 954,615.00	\$ -	\$ 1,081,533.83	\$ (126,918.83)	113.30%	\$ 1,567,953.79	\$ 261.49
81 - CONSTRUCTION	-	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
93 - PAYMENTS TO FISCAL AGENTS/MBRS	92,884.00	\$ 92,884.00	\$ -	\$ 47,572.34	\$ 45,311.66	51.22%	\$ 109,275.02	\$ 11.50
99 - OTHER INTERGOVERNMENTAL	268,022.00	\$ 379,118.00	\$ 96,025.31	\$ 282,857.95	\$ 234.74	99.94%	\$ 266,557.97	\$ 91.61
8900-OTHER EXP(OPERATING TRANSFER)	-	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 50,000.00	\$ -
TOTAL LOCAL/STATE EXPENDITURES	40,707,858.00	\$ 44,219,210.00	\$ 1,051,935.57	\$ 31,807,926.07	\$ 11,359,348.36	74.31%	\$ 35,047,454.32	\$ 7,944.84
EXCESS/DEFICIENCY REV OVER EXP	-	\$ (762,601.00)		\$ (2,386,216.51)			\$ (4,364,684.34)	

Uvalde CISD
Summary of Revenues and Expenditures Report

Food Service Fund
May 31, 2022

	FY 2021-2022 Adopted Budget	FY 2021-22 Revised Budget	Encumbrance YTD	Revenue & Expenditures YTD	Balance	% Realized/Expended	Prior Year FYTD
REVENUES							
5700 LOCAL AND INTERMEDIATE SOURCES	\$ 157,016.00	\$ 157,016.00	\$ -	\$ 211,133.24	\$ (54,117.24)	134.47%	\$ 16,762.76
5800 STATE PROGRAM REVENUE	\$ -	\$ -	\$ -	\$ 3,301.31	\$ (3,301.31)	0.00%	\$ 13,616.43
5900 FEDERAL PROGRAM REVENUE	\$ 3,226,676.00	\$ 3,226,676.00	\$ -	\$ 3,245,920.85	\$ (19,244.85)	100.60%	\$ 2,414,256.57
7900 OTHER REVENUE	\$ -	\$ 17,187.00		\$ -	\$ 17,187.00	0.00%	\$ -
TOTAL LOCAL/STATE REVENUES	\$ 3,383,692.00	\$ 3,400,879.00	\$ -	\$ 3,460,355.40	\$ (59,476.40)	101.75%	\$ 2,444,635.76
APPROPRIATIONS							
11 - INSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
12 - INST RESOURCES & MEDIA SRVS	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
13 - CURRICULUM DEV & INST STAFF DEV	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
21 - INSTRUCTIONAL LEADERSHIP	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
23 - SCHOOL LEADERSHIP	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
31 - GUIDANCE & COUNSELING	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
32 - SOCIAL WORK SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
33 - HEALTH SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
34 - PUPIL TRANSPORTATION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
35 - FOOD SERVICE	\$ 3,383,692.00	\$ 3,293,692.00	\$ 22,616.40	\$ 2,396,134.31	\$ 874,941.29	73.44%	\$ 2,106,900.43
36 - EXTRACURRICULAR ACTIVITIES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
41 - GENERAL ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
51 - PLANT MAINT & OPERATIONS	\$ -	\$ 107,187.00	\$ -	\$ -	\$ 107,187.00	0.00%	\$ -
52 - SECURITY & MONITORING SRV	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
53 - DATA PROCESSING SRV	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
61 - COMMUNITY SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
71 - DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
81 - CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
93 - PAYMENTS TO FISCAL AGENTS/MBRS	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
99 - OTHER INTERGOVERNMENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL LOCAL/STATE EXPENDITURES	\$ 3,383,692.00	\$ 3,400,879.00	\$ 22,616.40	\$ 2,396,134.31	\$ 982,128.29	73.44%	\$ 2,106,900.43
EXCESS/DEFICIENCY REV OVER EXP	\$ -	\$ -	31	\$ 1,064,221.09			\$ 337,735.33

Uvalde CISD
Summary of Revenues and Expenditures Report

Debt Service Fund
May 31, 2022

	FY 2021-2022 Adopted Budget	FY 2021-22 Revised Budget	Encumbrance YTD	Revenue & Expenditures YTD	Balance	% Realized/Expended	Prior Year FYTD
REVENUES							
5700 LOCAL AND INTERMEDIATE SOURCES	\$ 2,586,337.00	\$ 2,586,337.00	\$ -	\$ 2,775,633.41	\$ (189,296.41)	107.32%	\$ 2,567,409.30
5800 STATE PROGRAM REVENUE	\$ 94,016.00	\$ 94,016.00	\$ -	\$ 148,953.00	\$ (54,937.00)	158.43%	\$ -
5900 FEDERAL PROGRAM REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL LOCAL/STATE REVENUES	\$ 2,680,353.00	\$ 2,680,353.00	\$ -	\$ 2,924,586.41	\$ (244,233.41)	109.11%	\$ 2,567,409.30
APPROPRIATIONS							
11 - INSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
12 - INST RESOURCES & MEDIA SRVS	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
13 - CURRICULUM DEV & INST STAFF DEV	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
21 - INSTRUCTIONAL LEADERSHIP	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
23 - SCHOOL LEADERSHIP	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
31 - GUIDANCE & COUNSELING	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
32 - SOCIAL WORK SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
33 - HEALTH SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
34 - PUPIL TRANSPORTATION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
35 - FOOD SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
36 - EXTRACURRICULAR ACTIVITIES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
41 - GENERAL ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
51 - PLANT MAINT & OPERATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
52 - SECURITY & MONITORING SRV	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
53 - DATA PROCESSING SRV	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
61 - COMMUNITY SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
71 - DEBT SERVICE	\$ 2,653,333.00	\$ 2,653,333.00	\$ -	\$ 68,166.25	\$ 2,585,166.75	2.57%	\$ 104,620.00
81 - CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
93 - PAYMENTS TO FISCAL AGENTS/MBRS	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
99 - OTHER INTERGOVERNMENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL LOCAL/STATE EXPENDITURES	\$ 2,653,333.00	\$ 2,653,333.00	\$ -	\$ 68,166.25	\$ 2,585,166.75	2.57%	\$ 104,620.00
EXCESS/DEFICIENCY REV OVER EXP	\$ 27,020.00	\$ 27,020.00		\$ 2,856,420.16			\$ 2,462,789.30

Item of Information on the Tax Collection activity as of May 31, 2022

June 20, 2022

1. Background:

On a monthly basis, the Administration provides the tax collection activity with year to Date collections and a comparison to prior fiscal year collections for the same period.

2. Process:

The Uvalde County Appraisal District collects the tax revenue for the district.

3. Fiscal Impact:

The district received \$282,397.00 in Local Property Tax, Penalty and Interest Revenues.

4. Recommendation:

The tax collection information is provided as part of the consent agenda

5. Required:

None

6. Contact Person:

Superintendent
Chief Financial Officer

**Uvalde Consolidated Independent School District
2021-2022 Tax Collection Summary
Month Ending March 31, 2022**

Date	Maintenance & Operations (M&O)					Interest & Sinking (I&S)					Total M&O and I&S		Total
	Current	Delinquent	Penalty & Interest	Total	Current Percent Collected	Current	Delinquent	Penalty & Interest	Total	Current Percent Collected	2021-2022	2020-2021	% Collected
9/30/21	\$20,425	\$20,511	\$14,938	\$55,874	0.16%	\$4,061	\$3,356	\$2,513	\$9,930	0.16%	\$65,804	\$119,583	0.44%
10/31/21	\$534,517	\$76,393	\$14,511	\$625,421	4.27%	\$113,611	\$14,515	\$2,527	\$130,653	4.39%	\$756,074	\$828,285	5.01%
11/30/21	\$1,146,365	\$45,962	\$12,160	\$1,204,486	9.16%	\$243,454	\$8,827	\$2,032	\$254,313	9.41%	\$1,458,799	\$1,079,516	9.66%
12/31/21	\$2,059,569	\$33,750	\$12,183	\$2,105,502	16.46%	\$437,589	\$6,067	\$2,086	\$445,742	16.92%	\$2,551,245	\$4,346,025	16.89%
1/31/22	\$5,972,670	\$47,966	\$12,474	\$6,033,111	47.72%	\$1,355,438	\$8,893	\$2,229	\$1,366,560	52.41%	\$7,399,671	\$4,466,243	49.00%
2/28/22	\$1,805,684	\$33,537	\$31,271	\$1,870,492	14.43%	\$383,710	\$6,341	\$6,217	\$396,269	14.84%	\$2,266,761	\$2,966,122	15.01%
3/31/22	\$313,451	\$34,700	\$38,325	\$386,476	2.50%	\$66,575	\$6,406	\$7,712	\$80,693	2.57%	\$467,169	\$545,705	3.09%
4/30/22	\$146,931	\$30,342	\$32,029	\$209,302	1.17%	\$31,234	\$5,449	\$6,014	\$42,697	1.21%	\$252,000	\$303,941	1.67%
5/31/22	\$143,286	\$65,155	\$25,956	\$234,397	1.14%	\$30,401	\$12,641	\$4,957	\$47,999	1.18%	\$282,397	\$247,164	1.87%
				\$0	0.00%				\$0	0.00%	\$0	\$258,673	0.00%
				\$0	0.00%				\$0	0.00%	\$0	\$219,164	0.00%
				\$0	0.00%				\$0	0.00%	\$0	\$107,305	0.00%
Total	\$12,142,898	\$388,315	\$193,848	\$12,725,062	97.02%	\$2,666,074	\$72,496	\$36,286	\$2,774,856	103.08%	\$15,499,918	\$15,487,726	102.63%

	<u>M&O</u>	<u>I&S</u>	<u>Total</u>
Tax Rate	0.9586	0.2039	1.1625
Projected Current Taxes to be Collected	\$12,515,891	\$2,586,337	\$15,102,228

Item of information on Federal Program Activity as of May 31, 2021

June 20, 2022

1. Background:

The Summary of Federal Programs report is an updated status of the current year federal grant activity

2. Process:

The report reflects the following for review:

Amount Awarded to the District
Encumbered Amount
Year to Date Cumulative Expenditures
% of Grant Expended

3. Fiscal Impact:

Federal Program funds are to provide the best benefit for our students and staff

4. Recommendation:

Summary of Federal Programs is provided as part of the consent agenda

5. Required:

None

6. Contact Person:

Superintendent, CFO

**Federal Programs Report
As of May 31, 2022**

3

Fund	Description	2021-2022 Original Budget	2021-2022 Revised Budget	Encumbered Amount	2021-2022 FYTD Activity	2021-2022 Unencumbered Balance	% Expended
211	TITLE I, PART A, BASIC PROGRAMS	\$2,103,949.00	\$2,295,108.00	\$46,504.08	\$1,377,422.58	\$871,181.34	62.04%
212	TITLE I, PART C, MIGRATORY FUND	\$149,622.00	\$252,001.00	\$72,553.03	\$97,254.24	\$82,193.73	67.38%
224	IDEA PART B FORMULA	\$904,898.00	\$1,079,740.00	\$38,688.02	\$730,934.91	\$310,117.07	71.28%
225	IDEA PART B PRESCHOOL	\$30,060.00	\$38,198.00		\$26,311.97	\$11,886.03	68.88%
244	PERKINS V - CTE FOR 21ST CENTURY	\$82,840.00	\$83,466.00	\$17,349.01	\$41,899.93	\$24,217.06	70.99%
255	TITLE II, PART A, TEACHER & PRINCIPAL	\$217,142.00	\$325,475.00	\$30,895.00	\$159,503.44	\$135,076.56	58.50%
258	CHARTER SCHOOL PROGRAM (UDLA)	\$900,000.00	\$900,000.00	\$140,028.84	\$514,875.12	\$245,096.04	72.77%
263	TITLE III, PART A, ELA	\$29,954.00	\$36,645.00		\$6,498.15	\$30,146.85	17.73%
265	21ST CENTURY (5 YR GRANT-YR1)	\$1,509,392.00	\$1,497,716.00	\$117,838.81	\$760,479.07	\$619,398.12	58.64%
266	CARES ACT ESSER I	\$750,000.00	\$919,343.00		\$527,057.62	\$392,285.38	57.33%
270	TITLE V, PART B, RURAL & LOW INCOME	\$73,120.00	\$99,057.00		\$56,650.18	\$42,406.82	57.19%
281	CRRSA ESSER II	\$3,137,563.00	\$7,020,981.00	\$547,114.11	\$3,845,242.78	\$2,628,624.11	62.56%
282	ARP ESSER III	\$6,940,155.00	\$10,680,605.00	\$4,636,517.18	\$2,491,265.96	\$3,552,821.86	66.74%
284	IDEA PART B FORMULA - ARP		\$195,860.00			\$195,860.00	0.00%
285	IDEA PART B PRESCHOOL - ARP		\$11,971.00			\$11,971.00	0.00%
289	TITLE IV, PART A, SUBPART 1	\$156,342.00	\$264,184.00		\$144,687.62	\$119,496.38	54.77%
315	SSA-IDEA-DISCRETIONARY	\$39,262.00	\$52,175.00	\$827.04	\$19,429.58	\$31,918.38	38.82%
435	SSA-RDSPD & STATE DEAF	\$205,716.00	\$220,106.00		\$164,851.09	\$55,254.91	74.90%

Item of Information on Student Attendance

1. Background:

The following report is provided to give an update on the district's attendance rates and enrollment. The report is a weekly snapshot, taken on Wednesdays, showing enrollment and attendance, by campus by grade since the last board report.

2. Process:

This report was compiled from Skyward ADA and enrollment sourced data.

3. Fiscal Impact:

Enrollment and attendance rates are used in FSP calculations for district funding.

4. Recommendation:

Information item - no action required.

5. Action Required:

Information item - no action required.

6. Contact Person:

Cash Keith

Campus Enrollment & Percent in Attendance

Week #	2	3	4	5	6	7
of Six Weeks #	6	6	6	6	6	6
Enrollment Date	4/13/2022	4/20/2022	4/27/2022	5/4/2022	5/11/2022	2/18/2022

Uvalde High School						
09	334	334	333	334	333	331
10	305	305	304	306	306	306
11	266	265	261	262	259	259
12	235	236	239	238	239	239
Campus Enrollment	1140	1140	1137	1140	1137	1135
Campus Attendance %	85.7	83.68	85.17	88.07	84.87	97.62

Crossroads Academy						
09	0	0	0	0	0	0
10	3	3	3	4	4	4
11	32	31	31	31	16	16
12	10	10	9	10	22	22
Campus Enrollment	45	44	43	45	42	42
Campus Attendance %	NA (OFSDP)	NA (OFSDP)	NA (OFSDP)	NA (OFSDP)	NA (OFSDP)	NA (OFSDP)

Morales Junior High						
07	345	346	346	347	347	346
08	315	315	314	316	315	315
Campus Enrollment	660	661	660	663	662	661
Campus Attendance %	85.76	83.96	83.18	82.5	91.82	84.95

Dalton Elementary						
PK	207	207	207	207	207	207
KG	194	196	196	197	195	194
01	207	209	207	206	206	205
Campus Enrollment	608	612	610	610	608	606
Campus Attendance %	89.64	89.53	89.29	89.68	91.92	92.79

Robb Elementary						
02	180	180	181	181	180	180
03	209	209	208	208	207	206
04	197	197	197	198	197	197
Campus Enrollment	586	586	586	587	584	583
Campus Attendance %	89.93	89.42	91.81	87.39	91.6	90.38

Campus Enrollment & Percent in Attendance

Week #	2	3	4	5	6	7
of Six Weeks #	6	6	6	6	6	6
Enrollment Date	4/13/2022	4/20/2022	4/27/2022	5/4/2022	5/11/2022	2/18/2022

Batesville School						
PK	5	5	4	4	4	4
KG	13	13	13	13	13	13
01	14	14	14	14	14	14
02	12	12	11	11	11	11
03	12	12	12	12	12	12
04	11	11	11	11	11	11
05	19	19	18	18	18	18
06	14	14	14	14	14	13
Campus Enrollment	100	100	97	97	97	96
Campus Attendance %	92	95	83.51	88.66	97.94	88.54

Flores Elementary						
05	203	203	204	205	205	205
06	220	221	221	222	221	221
Campus Enrollment	423	424	425	427	426	426
Campus Attendance %	87.47	90.57	89.65	89.7	94.84	92.02

UDLA						
PK	64	64	64	65	65	65
KG	79	77	77	76	76	76
01	94	95	95	95	95	93
02	71	71	71	71	71	71
03	70	70	70	70	70	70
04	61	61	61	61	61	61
05	80	80	80	80	80	80
06	50	50	50	50	50	50
Campus Enrollment	569	568	568	568	568	566
Campus Attendance %	91.62	95.34	93.38	95.24	92.34	94.38

Total District Enrollment : 2021-22	4131	4135	4126	4137	4124	4115
Total District Attendance %	87.99	87.93	87.9	88.4	90.36	92.56

Item of Information on Student Discipline

1. Background:

The following report is provided to give an update on the number of discipline incidents that have occurred during the current school year. These reports show the total number of incidents by action and reasons taken by campus.

2. Process:

This report was compiled from Skyward Pre-PEIMS sourced data. Only PEIMS reported (incidents resulting in an alteration in a student's regular instructional setting) incidents are used in compiling this report.

3. Fiscal Impact:

Information item.

4. Recommendation:

Information item - no action required.

5. Action Required:

Information item - no action required.

6. Contact Person:

Cash Keith

Count of Inc	Column Labels											
Row Labels	02-Felony	04-Controlled Substance	05-Alcohol	07-Public Lewdness	21-Code of Conduct	26-Terroristic Threat	27-Assault Against Employee	28-Assault	36-Felony Controlled Substance	41-Fighting	61-Bullying	Grand Total
Crossroads Academy		1			2							3
Flores Elementary		4	1		67	3				10	1	86
Morales Junior High	2	7		1	361	6	5	12	15	22		431
Robb Elementary					13	1	1	1		2		18
Uvalde Dual Language Academy					11	1						12
Uvalde High School		13		2	234	2		3	14	10		278
Grand Total	2	25	1	3	688	13	6	16	29	44	1	828

Count of Inc	Column Labels							
Row Labels	01-Expulsion	03-Expulsion w/Placement	05-OSS	06-ISS	07-DAEP	25-Partial OSS	26-Partial ISS	Grand Total
Crossroads Academy								
N			1		1			2
Y					1			1
Crossroads Academy Total			1		2			3
Flores Elementary								
N			65	46	21	43	20	195
Y			1	5	1	2		9
Flores Elementary Total			66	51	22	45	20	204
Morales Junior High								
N	3	14	236	216	57	2	5	533
Y	1	1	46	25	12			85
Morales Junior High Total	4	15	282	241	69	2	5	618
Robb Elementary								
N			15					15
Y			3					3
Robb Elementary Total			18					18
Uvalde Dual Language Academy								
N			4	6			2	12
Uvalde Dual Language Academy Total			4	6			2	12
Uvalde High School								
N	1	9	66	198	23	8	28	333
Y		5	13	29	2		9	58
Uvalde High School Total	1	14	79	227	25	8	37	391
Grand Total	5	29	450	525	118	55	64	1246

**Item of Information on campus-based health clinics
June 20, 2022**

1. Background:

An onsite district mobile health clinic has been offered to Uvalde CISD through our local Community Health Development Inc. (CHDI) and in support from Centene Corporation. This unit will provide an additional layer of support to serve our students and their families as well as staff members. Students and staff members go to one of our campus nurses with a fever, stomach ache, allergies, or other ailment resulting in parents being called to pick up their child and take them to a doctor's appointment resulting in missed school and work. This mobile health clinic will be stationed at one of our campuses and staffed by a physician assistant and two nurses. This will allow our nurses to make quick appointments for our families and staff members. Caregivers at this mobile clinic will be under the supervision of CHDI's Chief Medical Officer Dr. David Valdez. Prescriptions may be written at this location and medicine can be pick up at the CHDI Pharmacy

2. Process:

A partnership between Community Health Development Incorporated (CHDI) and Centene Corporation, parent company of Superior Health Plan will provide funding for this initiative, the unit, salaries and supply cost.

3. Fiscal Impact:

No Impact to the District.

4. Recommendation:

Information only.

5. Action Required:

No action required

6. Contact Person:

Hal Harrell, Ed. D.

Consider Approval of the 2022-2023 Student Code of Conduct
June 20, 2022

1. Background:

The Student Code of Conduct is reviewed and updated annually. Required changes are addressed and inserted as necessary for the upcoming school year. The Student Code of Conduct serves as a guide for principals to develop their grade level campus discipline plan.

2. Process:

The Student Code of Conduct has been reviewed to insure it has all required elements.

3. Fiscal Impact:

Minimal – The Student Code of Conduct will be placed on the district’s website for parents and students to access in English and Spanish. Each administrative office in UCISD as well as the UCISD Central Office will have a hard copy for parents to review. In addition, the Central Office will honor and fill any parent request for a hard copy of the Student Code of Conduct whether in English or Spanish as requested.

4. Recommendation:

Administration recommends approval of the 2022-2023 Student Code of Conduct

5. Required:

Board approval is required.

6. Contact Person: Kenneth Mueller

Quick Reference to Changes in the Student Code of Conduct

Listed below are the page numbers where changes to the 2022-2023 Student Code of Conduct can be found. All items added are italicized and in bold print. Items that will be removed are stricken through.

Pg. 49-51 – General Requirements deletions and additions. *Additional Requirements for Female Students & Additional Requirements for Male Students* revised and combined.



2022-2023

Uvalde CISD

Student Code of Conduct

Student Code of Conduct

Dear Student and Parent:

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

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

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

Thank you.

Dr. Hal Harrell, Ed.D., Superintendent

We acknowledge that we have been offered the option to receive a paper copy of the Uvalde CISD Student Code of Conduct for the 2022–2023 school year or to electronically access them on the district's website at <http://www.ucisd.net>. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

We have chosen to:

- Receive a paper copy of the Student Code of Conduct.
- Accept responsibility for accessing the Student Code of Conduct on the district's website.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____

Grade level: _____

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

**2022-2023 Uvalde CISD
Campus Principal/Director**

Dalton Early Childhood Center

Mandy Pruitt

mpruitt5328@uvaldecisd.net

600 N. Fourth
Uvalde, TX 78801
830-591-4933

Morales Jr. High

Isidro Escamilla, Principal

iescamilla8224@uvaldecisd.net

615 Studer St.
Uvalde, TX 78801
830-591-2980

Uvalde CISD Dual Language Academy

Abraham Contreras, Principal

acontreras8574@uvaldecisd.net

224 N. Benson
Uvalde, TX 78801
830-591-2988

Uvalde High School

Randall Harris, Principal

rharris6412@uvaldecisd.net

1 Coyote Trail
Uvalde, TX 78801
830-591-2950

DAEP

Dr. Hector Lopez, Principal

hlopez6926@uvaldecisd.net

537 E. Oppenheimer
Uvalde, TX 78801
830-591-4987

Crossroads Academy HighSchool

Dr. Hector Lopez, Principal

hlopez6926@uvaldecisd.net

601 Dean Street
Uvalde, TX 78801
830-333-7002

Batesville School

Sandra Gonzales, Principal

sgonzales4331@uvaldecisd.net

496 Garden St
Batesville, TX 78829
830-376-4221

Praxedis Mata Torres Complex

Victor Baron, Executive Director of SPED

vbaron4692@uvaldecisd.net

129 Goldbeck
Uvalde, TX 78801
830-591-4928

Flores School

Bryan Perez, Principal

bperez2828@uvaldecisd.net

901 N. Getty
Uvalde, TX 78801
830-591-2976

Mandatory Drug Testing – Excerpt from Board Poly FNF (Local)

MANDATORY DRUG-TESTING PROGRAM	The District requires drug testing of any student in grades 9–12 who chooses to participate in school-sponsored extracurricular activities or requests a permit to park a vehicle on school property.
COVERED ACTIVITIES	School-sponsored extracurricular activities for which testing is required include all extracurricular activities.
SCOPE/PURPOSE	The purposes of the drug-testing program are to prevent injury, illness, and harm resulting from the use of illegal and performance-enhancing drugs or alcohol; help enforce a drug-free educational environment; deter student use of illegal and performance-enhancing drugs or alcohol; and educate students regarding the harm caused by the use of illegal and performance-enhancing drugs or alcohol.
DISTRIBUTION OF POLICY	The District shall provide each parent and student a copy of the drug-testing policy and consent form prior to the student's participation in an affected activity or receipt of a parking permit.
ORIENTATION MEETINGS	<p>The District shall conduct meetings with parents and interested student participants prior to the beginning of the fall practice period. District employees shall explain the drug-testing program, review the policy and consent form, and provide an educational presentation on the harmful effects of drug and alcohol abuse.</p> <p>Student attendance at the orientation meeting is mandatory; however, parent attendance is not required.</p>
CONSENT	Before a student is eligible to participate in extracurricular activities or to receive a parking permit, the student shall be required annually to sign a consent form agreeing to be subject to the rules and procedures of the drug-testing program. If the student is under the age of 18, the student's parent or guardian shall also sign a consent form. If appropriate consent is not given, the student shall not be allowed to participate in extracurricular activities or to receive a parking permit.
USE OF RESULTS	<p>Drug test results shall be used only to determine eligibility for a parking permit and participation in extracurricular activities. Positive drug test results shall not be used to impose disciplinary sanctions or academic penalties.</p> <p>Nevertheless, nothing in this policy shall limit or affect the application of state law, local policy, or the Student Code of Conduct. A student who commits a disciplinary offense shall be subject to consequences in accordance with the Student Code of Conduct.</p>
CONFIDENTIALITY	Drug test results shall be confidential and shall be disclosed only to the student, the student's parents, and designated District officials who need the information in order to administer the drug-testing program. Drug test results shall not be maintained with a student's academic record. Results shall not be otherwise disclosed except as required by law.

TESTING
LABORATORY

The Board shall contract with a certified drug-testing laboratory to conduct testing of students' urine samples. Testing laboratories shall not release statistics regarding the rate of positive drug tests to any person or organization without consent of the District.

SUBSTANCES
FOR WHICH
TESTS ARE
CONDUCTED

The District shall make available to students and parents a list of the exact substances for which tests were conducted.

COLLECTION
PROCEDURES

Personnel from the drug-testing laboratory shall collect urine samples under conditions that are no more intrusive than the conditions experienced in a public restroom. When selected for testing, a student shall be escorted to the school's testing site by a District employee and shall remain under employee supervision until the student provides a sample. A student shall produce a sample within a closed restroom stall. A District employee of the same gender as the student shall be present when any samples are collected.

RANDOM
TESTING

Random tests shall be conducted on as many as ten dates throughout the school year.

No less than five percent and no more than 50 percent of the students participating in the program shall be randomly selected for each random test date. The drug-testing laboratory shall use a random selection method to identify students chosen for random testing. Students shall not receive prior notice of the testing date or time.

REFUSAL TO
TEST OR
TAMPERING

A student who refuses to be tested when selected or who is determined to have tampered with a sample shall be deemed to have a positive test result and shall be subject to the appropriate consequences depending on previous positive test results, if any.

If a student is absent on the day of the random test, a sample shall be collected on the next random testing date.

CONFIRMATION
OF POSITIVE
RESULTS

An initial positive test shall be confirmed by a second test of the same specimen before being reported as positive.

Upon receiving results of a positive drug test, the District shall schedule a meeting with the student, the student's parent if the student is under the age of 18, and the coach or sponsor of the extracurricular activity, as applicable, to review the test results and discuss consequences.

The student or parent shall have three school days following the meeting to provide a medical explanation for a positive result.

RETESTING

If the student wishes to return to participation in extracurricular activities or have a parking permit reinstated after any applicable consequences, the student must be retested at the end of the period of suspension and have a negative test result; following that, the student shall be retested on the next two random test dates so long as the student wishes to participate in extracurricular activities or park a vehicle on school property.

DRUG ABUSE
PREVENTION

The District shall notify the parent and student of drug and alcohol abuse prevention resources available in the area.

CONSEQUENCES	Consequences of positive test results shall be cumulative through the end of the current school year.
FIRST OFFENSE	<p>Upon a first offense of receiving a confirmed positive drug test, a student shall be suspended from any extracurricular activity, and the student’s parking permit shall be suspended, for 30 calendar days following the date the student and parent are notified of the test results.</p> <p>During the period of suspension, the student shall not be permitted to participate in practices.</p>
SECOND OFFENSE	<p>Upon a second offense of receiving a confirmed positive drug test, a student shall be suspended from any extracurricular activity, and the student’s parking permit shall be suspended, for 60 calendar days following the date the student and parent are notified of the test results.</p> <p>During the period of suspension, the student shall not be permitted to participate in practices.</p>
THIRD OFFENSE	<p>Upon a third offense of receiving a confirmed positive drug test, a student shall be suspended from participation in any extracurricular activity, and the student’s parking permit shall be suspended, for 180 calendar days following the date the student and parent are notified of the test results.</p> <p>During the period of suspension, the student shall not be permitted to participate in practices.</p>
APPEALS	A student or parent may appeal a decision made under this policy in accordance with NG (LOCAL). The student shall be ineligible for participation in Extra-curricular activities or reinstatement of parking privileges while the appeal is pending.



UCISD



ATTENDANCE WARNING NOTICE

TO PARENTS OR GUARDIANS

This letter is to inform you that if your child incurs unexcused absences for three or more days or parts of days within a four-week period. As required by law this notice serves as a reminder that you as parent or guardian must monitor your child's attendance and to insure your child attends school every day.

This letter also serves as notice that a meeting between you and a school administrator on your child's campus will be needed if attendance laws are violated. In addition to meeting with the campus administrator Truancy Prevention measures will be initiated. Truancy prevention measures may include a behavior intervention plan, counseling, school-based community service and any other measures considered appropriate to eliminate the truant behavior. If the truancy prevention measures are not successful and truancy continues civil action may be brought against your child.

Information from the Texas Education Code is listed below for your review.

TEC Sec. 25.085: COMPULSORY SCHOOL ATTENDANCE

- (a) A child is required to attend school under this section shall attend school each school day for the entire period the program of instruction is provided.
- (b) Unless specifically exempted by Section 25.086, a child who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not reached the child's 19th birthday shall attend school if not legally exempt.
- (c) On enrollment in pre-kindergarten or kindergarten, a child shall attend school.
- (d) Unless specifically exempted by Section 25.086, a student enrolled in a school district must attend an extended year program for which the student is eligible that is provided by the district for students identified as likely not to be promoted to the next grade level or tutorial classes required by the district under Section 29.084.

TEC Sec. 25.095:

If a student is absent without an excuse for ten (10) or more days or parts of days in a six-month period or three or more days or parts of days in a four-week period:

- (a) The student's parent is subject to prosecution under Section 25.093; and
- (b) The student is subject to prosecution under Section 25.094.

An offense under these sections may result in court filing. Each day the child remains out of school after the warning has been given/sent or the child had been ordered to attend school by the juvenile court may constitute a separate offense and each offense can carry a fine of up to \$500. Your child's school attendance is immediately required.

TEC Sec. 25.092: ATTENDANCE FOR CREDIT

Except as provided by TEC 25.092, a student may not be given credit for a class unless the student is in attendance for at least 90 percent of the days class is offered (tardies are considered parts of days

Uvalde Consolidated Independent School District

Student Code of Conduct

2022/2023 School Year

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Aiding Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts and open enrollment charter schools must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts and charter schools to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individual(s) listed below to learn about the school's overall general education referral or screening system for support services. This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine if the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals:

If a parent makes a written request for an initial evaluation for special education services to the director of special education services or an administrative employee of the school district or open enrollment charter school, the district or charter school must respond no later than 15 school days after receiving the request. At that time, the district or charter school must give the parent a prior written notice of whether it agrees to or refuses to evaluate the student, along with a copy of the *Notice of Procedural Safeguards*. If the school district or charter school agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Please note that a request for a special education evaluation may be made verbally and does not need to be in writing. Districts and charter schools must still comply with all federal prior written notice and procedural safeguard requirements and the requirements for identifying, locating, and evaluating children who are suspected of being a child with a disability and in need of special education. However, a verbal request does not require the district or charter school to respond within the 15-school-day timeline.

If the district or charter school decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent to evaluate the student. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45-school-day timeline. If a district or charter school receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30th due date no longer applies.

Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district or charter school must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the district or charter school in a companion document titled *Parent's Guide to the Admission, Review, and Dismissal Process*.

Contact Person for Special Education Referrals:

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is:

Contact Person: Victor Baron Phone Number: 830-278-6655 extension 1220

Section 504 Referrals:

Each school district or charter school must have standards and procedures in place for the evaluation and placement of students in the district's or charter school's Section 504 program. Districts and charter schools must also implement a system of procedural safeguards that includes notice, an opportunity for a parent or guardian to examine relevant records, an impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and a review procedure.

Contact Person for Section 504 Referrals:

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is:

Contact Person: Victor Baron

Phone Number: 830-278-6655 extension 1220

Additional Information:

The following websites provide information and resources for students with disabilities and their families.

- [Legal Framework for the Child-Centered Special Education Process](#)
- [Partners Resource Network](#)
- [Special Education Information Center](#)
- [Texas Project First](#)

THE PURPOSE OF THE STUDENT CODE OF CONDUCT

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

The Student Code of Conduct that follows is the District's specific response to requirements of Chapter 37 of the Texas Education Code. The law requires the District to define misconduct that may - or must - result in a range of specific disciplinary consequences. This Student Code of Conduct is an outgrowth of collaboration among District and campus staff, parents, and other community members. This code, adopted by the Board of Trustees, provides information and direction to students and parents regarding standards of behavior as well as consequences of misconduct.

In case of conflict between the Student Code of Conduct and District policy enacted prior to the approval of this Student Code of Conduct by the District's Board of Trustees or student/parent handbooks, the Student Code of Conduct will prevail, to the fullest extent permitted by law. References to the Texas Penal Code are to define offenses only. In order to be punished under the Student Code of Conduct, it is not necessary for the student to be charged or convicted under the Texas Penal Code. The laws of the criminal courts, including definitions of "usable amount," do not always apply to student discipline.

The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act [IDEA] and Section 504 of the Rehabilitation Act of 1973 [Section 504]) is subject to the provisions of those laws. The placement of a student with a disability who receives special education services is made only after a duly constituted Admission, Review, and Dismissal Committee (ARD Committee) or a Section 504 Committee reviews the circumstances and makes the required manifestation determination. A student with a disability who receives special education services may not be placed in alternative education programs solely for educational purposes if the student does not also meet the criteria for an alternative education placement in Section 37.006 or 37.007. Federal law regulates discipline for students with disabilities; a Special Education handbook providing information about the applicable law and the rights of students with disabilities is available on each campus in the principal's office.

ACCESSIBILITY

If you have difficulty accessing the information in this document because of disability, please contact Kenneth Mueller, Director of Student Services at kmueller5338@uvaldecisd.net or 830-278-6655

STATEMENT OF NON-DISCRIMINATION

The Uvalde CISD does not discriminate in its educational programs and services on the basis of sex, race, religion, color, national origin, or disability. The District complies with Title IX of the Education Amendments of 1972 and with Section 504 of the Rehabilitation

Act of 1973. Any questions or concerns about the district's compliance with these federal programs should be brought to the attention of the persons shown below as Title IX and Section 504 Coordinators.

The Title IX Coordinator is Kenneth Mueller and 504 Section Coordinator for the District is Victor Baron. This office is located at 1000 N. Getty, and can be reached by calling 278-6655.

As noted above, Uvalde CISD does not discriminate on the basis of disability by denying access to the benefits of District services, programs, or activities. To request information about applicability of Title II of the Americans with Disabilities Act (ADA), interested persons should contact Victor Baron, who office is at 129 Goldbeck and can be reached by phone at 830-278-6655 ext. 1220.

SECTION I - JURISDICTION

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

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district maintains a current list of the persons serving as a campus behavior coordinator in the student handbook or on the district's website www.ucisd.net/parents-community/student-guidelines

The District has disciplinary authority over a student:

- During the regular school day or while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
- District transportation, including while at bus stops;
- Within 300 feet of school property as measured from any point on the school's real property boundary line;
- While the student is in attendance at any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee or volunteer occurs or is threatened, regardless of time or location;
- When the student commits a felony, as provided by Texas Education Code 37.006; and
- When criminal mischief is committed on or off school property or at a school-related event.

- When a student engages in cyberbullying, as provided by Education

Code 37.0832;

- When the individual is required to register as a sex offender.
- Continuous sexual abuse of a young child or disabled individual.

The District has as one of its primary responsibilities assuring that its schools are safe. Students whose conduct on or off District property poses an imminent threat to the safety of members of the school community, or results in substantial or material disruption at school, will be subject to appropriate disciplinary action and/or possible criminal penalties.

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

Video cameras are installed in common areas on some campuses of Uvalde CISD to promote a safe environment conducive to the educational goals of the District. Audio tapes may be made of student and teacher or administrator conference with parental knowledge to ensure accuracy.

Lockers, desks and any other fixture or facility provided for student use are the property of the Uvalde Consolidated Independent School District and remain under the jurisdiction and control of the District even when assigned to an individual student. District officials may at any time conduct searches or use other detection devices with respect to all lockers, desks and any other fixture or facility provided for student use, whether or not the students are present, and whether or not there is reasonable cause to believe they contain articles or materials prohibited by District policy. As noted above, school officials may also search vehicles parked on school property if there is reasonable cause to believe they contain articles or materials prohibited by District policy or the Student Code of Conduct. Students are hereby put on notice that: (1) lockers may be sniffed by trained dogs at any time; (2) vehicles parked on school property may be sniffed by trained dogs at any time; (3) classrooms and other common areas may be sniffed by trained dogs at any time when students are not present; and (4) if contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with this Student Code of Conduct. School officials may also search any purse, book bag, gym bag, gym basket, supply packets, back packs and/or any other item carried or possessed by a student, found on the student's person, found in a student's pockets, or found in a vehicle owned, possessed, under the control of or being used by the student, if there is reasonable cause to believe they contain articles or materials prohibited by District policy or the Student Code of Conduct. In addition, any items prohibited by District policy or this Student Code of Conduct shall be confiscated.

The District is not responsible for the loss or theft of any items of personal property, whether a prohibited item or not, and whether confiscated or not. As a result, the District is not obligated to and will not replace or provide reimbursement for any such item of personal property lost or stolen at school or at any school-related activity, including (but

not limited to) any cell phones or other types of electronic devices.

[Please take note: nearly every year there is an incident involving a student whose vehicle is found to contain some prohibited item, and the student claims that he or she had no knowledge it was in the vehicle. Students are held responsible for making sure that whatever vehicle they drive to and park on any school property does not contain any prohibited items. Therefore, it is important that the vehicle be checked by the student before the student comes onto school property.]

The District has the right to revoke the transfer of a transfer student for violating the District's Student Code of Conduct. Withdrawal from school after a student has been accused of or charged with a violation of the Student Code of Conduct will not prevent the District from investigating the alleged violation and, if it is determined that a violation did occur, assessing the appropriate disciplinary consequences and enforcing that consequence should the student re-enroll in the District. In addition, the district shall continue a DAEP placement or expulsion of a student who enrolls from a charter school or another district.

REPORTING CRIMES

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

"PARENT" DEFINED

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

PARTICIPATING IN GRADUATION ACTIVITIES

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures.

UNAUTHORIZED PERSONS

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

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

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

See **DAEP—Restrictions During Placement**, for information regarding a student assigned to DAEP at the time of graduation

SECTION II - STANDARDS FOR STUDENT BEHAVIOR

Each student is expected to:

- Demonstrate courtesy even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class and take appropriate materials and assignments to class.
- Meet District and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of other students and of teachers and other District staff and volunteers.
- Respect the property of others, including District property and facilities.
- Cooperate with or assist the school staff in maintaining safety, order, and discipline.
- Avoid violations of the Student Code of Conduct.
- Pursue and attempt to master the Texas Essential Knowledge and Skills.
- Pay required fees and fines, except as exempted by law or waived by the District.
- Be aware of all rules and regulations for student behavior, and conduct himself or herself in accordance with them.
- Express opinions and ideas in a respectful manner, so as not to insult or slander others.
- Follow all District rules, including safety rules, while being transported in District vehicles to and from school and school-related or school-sponsored trips.
- Refrain from making profane, insulting, threatening or inflammatory remarks, and from cheating, lying or engaging in disruptive conduct.
- Seek changes in school policies and regulations in an orderly and responsible manner, through approved channels.
- Refrain from engaging in acts of bullying or harassment.
- Promote school pride.

The District may impose campus, classroom, extracurricular, organization or transportation rules in addition to those found in the Student Code of Conduct. These rules may be posted in classrooms or given to the student and may also constitute violations of the Student Code of Conduct. **See: CQ (LOCAL), FNCE (LEGAL), FFI (LEGAL)**

The District has a number of policies and rules involving computer use and accessing the internet; violations of those policies and rules may result in termination of privileges

involving computer use and internet access as well as disciplinary action under this Student Code of Conduct.

A student whose behavior shows disrespect for others, including interference with learning and a safe environment, will be subject to disciplinary action.

Any student who represents the District by participating in extracurricular activities, is the recipient of any District award or honor, or is a member or participant in any District sponsored club or organization, may be suspended from membership and/or any and all participation in the activity, club or organization, and may have the award or honor withdrawn, if the student is found to have violated laws related to hazing, alcohol, drugs (including marijuana) and/or controlled substances, volatile chemicals, and abusable glue and aerosol paint, regardless of whether such violation occurs on school property or at school-sponsored or school-related events, or not, and regardless of whether such violation occurs during the school year. These consequences affect all extracurricular activities and participation in all activities of the organization or club, regardless of whether such activities occur during the school year. The consequences are incorporated in and are in addition to any other consequences set out in the Student Code of Conduct, or any other Code of Conduct for students involved in such extracurricular activities, awards, honors, clubs, and/or organizations. These consequences will be determined by appropriate school officials on a case-by-case basis.

School administrators shall report crimes as required by law, and shall call an appropriate law enforcement official when an administrator suspects that a crime has been committed on campus or at a school-sponsored or school-related activity. Certain acts of misconduct under this Student Code of Conduct may constitute criminal offenses in addition to violations of this Code. Because school discipline is independent of criminal proceedings, disciplinary consequences may not be postponed pending the outcome of any criminal proceeding, and may not be affected by the outcome of any criminal proceeding.

SECTION III - GENERAL MISCONDUCT VIOLATIONS

Misconduct identified in the list of prohibited behaviors below will result in the assignment of one or more of the disciplinary consequences set out in the **Discipline Management Techniques –Consequences** section of this Code if the behavior is committed at the school, a school-sponsored or school-related activity, or when the District has disciplinary jurisdiction as set out in the Student Code of Conduct. If such misconduct occurs off school property or while not at a school-related or school-sponsored activity, students will be subjected to discipline under this Code if the conduct causes a substantial or material disruption at school.

The following behaviors are prohibited:

Disregard for Authority:

- Fail to comply with directives given by school personnel (insubordination).

- Leave school grounds or school-sponsored events without permission
- Disobey rules for conduct in district vehicles
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Misconduct Involving Others:

- Throwing objects that can cause bodily injury or property damage.
- Directing profanity, vulgar language, obscene and/or gang related gestures toward other students, District employees, or District volunteers.
- Fighting or scuffling.
- Hazing.
- Forcing an individual to act through the use of force or threat of force.
- Bullying (see Glossary), including intimidation by name-calling, using ethnic or racial slurs, or derogatory statements that could disrupt the school program or incite violence. (As noted in Board Policy FFI (Local), a student who makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary actions.)
- Retaliating against a student for (1) reporting either a violation of the Student Code of Conduct or bullying, or (2) participating in an investigation of a violation of the Student Code of Conduct or bullying.
- Engaging in threatening behavior toward another student, a District employee or a District volunteer.
- Engaging in harassment, including harassment motivated by race, color, religion, national origin, disability, or age and directed toward another student, a District employee or a District volunteer, *to include publishing on a website, including a social media platform, repeated electronic communications that are reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.*
- Engaging in inappropriate verbal, physical, or sexual contact directed toward another student, a District employee, or a District volunteer.
- Engaging in aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities.
- Making or preparing a hit list. (See Glossary.)
- Committing extortion, coercion, or blackmail (obtaining money or another object of value from an unwilling person), or forcing an individual to act through the use of force or threat of force.
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes dating violence. (See glossary)
- Engaging in conduct that constitutes sexual harassment or sexual abuse, whether the conduct is by word, gesture or any other sexual conduct, including requests for sexual favors directed toward another student, a District employee or a District volunteer. (Additional information concerning Sexual

Harassment/Sexual Abuse can be found in District Policies FNCJ (Legal) and FCNJ (Local) as well as later on in this Student Code of Conduct.)

- Committing sexual acts, which do not qualify as public lewdness or indecent exposure.
- Engaging in inappropriate or indecent exposure of private body parts, including but not limited to the acts of “mooning” and “flashing.”
- Fighting or threatening to fight.
- Engaging in verbal abuse (i.e. name calling, using ethnic or racial slurs or making derogatory statements addressed publicly to others) directed toward another student, a District employee or a District volunteer that may disrupt the school program or incite violence.
- Directing threats, profanity, vulgar language, or obscene gestures towards a teacher, another student, an employee, a volunteer or other individuals. This provision includes intentionally or knowingly threatening another person with imminent bodily injury, or intentionally or knowingly causing physical contact with another person when the student knows or should reasonably believe that the person will regard the contact as offensive or provocative.
- Harming or threatening to harm in any way a Uvalde CISD student, employee or volunteer, or any relative, pet or property of a Uvalde CISD student, employee or volunteer as a witness, prospective witness or informant in connection with any violation of the Student Code of Conduct. Disciplinary consequences for violating this provision of the Student Code of Conduct may be imposed whether or not the harm or threat of harm occurs on Uvalde CISD property or at any school-related or school-sponsored activity.
- Sending or posting messages that are abusive, threatening, obscene, sexually oriented, harassing, damaging to another’s reputation, or illegal.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.
- Using profanity, vulgar language or obscene gestures, or drawing and/or displaying obscene illustrations or materials.
- Engaging in any inappropriate verbal, physical or sexual contact. This item includes but is not limited to inappropriate public display of affection.
- Making false accusations of or providing false statements concerning wrongful, unlawful, inappropriate or illegal conduct alleged to have been committed by any District officer, official, employee, volunteer or student.
- *Continuous sexual abuse of a young child or disabled individual.*

Possessing, Using, Giving, Selling, or Buying Prohibited Items:

- Possessing fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device.
- Possessing any weapon not classified in the Texas Penal Code (examples include but are not limited to a sling shot, pocket knife, pen knife, or chemical dispensing devices, *firearm silencer*).
- Possessing razors, switchblades, box cutters, chains, or any other object used in a way that threatens or inflicts bodily injury to another person.

- Possessing or selling "look-alike" weapons.
- Possessing or using articles not generally considered to be weapons, including school equipment or supplies, when the Principal or Principal's designee determines that a danger exists.
- Possessing or using matches or a lighter.
- Possessing, smoking, or using tobacco products.
- Possessing, using, giving or selling look-alike drugs or substances, items attempted to be passed off as drugs and contraband, analogues (see the Glossary), or any substance which is represented to be or looks like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant depressant, or intoxicant of any kind, including substances that contain chemicals which produce the same effect of illegal substances, including but not limited to Spice, climax and K-2.
- Possessing, using, giving or selling seeds or pieces of marijuana in less than a usable amount.
- Possessing, using, giving, or selling paraphernalia related to any prohibited substance, including but not limited to marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage.
- Abusing the student's own prescription drug, giving a prescription drug to another student, or being under the influence of another person's prescription drug on school property or at a school-related or school-sponsored event.
- Abuse over-the-counter drugs. (See glossary for "abuse".) Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See glossary for "under the influence".)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy. **FNCF (LEGAL)**
- Possessing or distributing material that is pornographic, obscene, sexually oriented, or reveals a person's private body parts.
- Using or possessing any instrument, object or device that might reasonably threaten or cause bodily harm, even if they have not been used to actually threaten or cause bodily harm. Such instruments include but are not limited to: any weapon, knife or gun which does not meet the definition of those terms under the Texas Penal Code; fireworks or pyrotechnic devices; razors; box cutters; air guns; stun guns; BB guns; paintball guns; pepper spray; chains; ammunition; *firearm silencer*; smoke or stink bombs; maces; and items of the martial arts.
- Inhaling or using any substance, whether or not intrinsically harmful and whether or not prohibited by any law that impairs a student's faculties and is detectable by the student's physical appearance, actions, breath or speech.
- Use, possession, or distribution of tobacco products, tobacco paraphernalia and electronic cigarettes (e-cigs), including a consumable liquid solution or other material aerosolized or vaporized during the use of an e-cigarette or other device, as defined by law.
- Possession of any instrument, device or object not already referred to or identified elsewhere in this Student Code of Conduct that can be used to injure or threaten another person.
- Possession of published or electronic material that is designed to promote or

encourage illegal behavior or that could threaten school safety.

- Using, possessing or distributing "look-alike" weapons.
- Possessing or using laser pointers or pens, DVD players, electronic games, and other electronic equipment.
- Using or possessing matches or a lighter.

Misuse of Property:

- Stealing from students, employees, volunteers, visitors, or the District.
- Damaging or vandalizing property owned by the District or others. This includes any attempt to destroy or disable District computer equipment or data.
- Committing or assisting in a robbery or theft that does not constitute a felony according to the Texas Penal Code. (Felony robbery or theft offenses are addressed later in the Student Code of Conduct.
- Vandalizing or damaging property, including, but not limited to, cutting, scratching, marking, painting, defacing or engaging in any other type of activity in any way damaging property belonging to the District, its employees, its volunteers, visitors or other students. This item also includes, but is not limited to, defacing or damaging school property (including textbooks, furniture, building and other equipment) with graffiti or by other means, as well as writing, drawing or marking on school property. It also includes any attempt (successful or not) to destroy, damage or disable District computer equipment or data, or the data of another user of the District's system, or any of the agencies or other networks that are connected to the Internet, including the uploading or creating of computer viruses.
- Littering on school property.
- Trespassing while truant.
- Trespassing on District property, or entering any District building or structure after regular District working hours or on any day when school is not in session, unless with the written permission of a District administrator, teacher or coach. Disciplinary consequences for conduct prohibited by this provision of the Student Code of Conduct will be imposed even if no physical damage is caused to District property as a result of the trespass or unauthorized entry.
- Using or having in operational mode CD players, cassette players, I-Pods, MP3 players, Walkman devices, Gameboys, radios, and stereo headsets between **8:00 am** and the end of the campus' school day. The possession and use of such devices on extra-curricular and co-curricular trips and functions will be determined solely by the activity sponsor.

Safety/Disruption:

- Discharging a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator, or causing a sprinkler system to activate when there is no smoke, fire, danger, or emergency.
- Making or participating in hoaxes regarding school safety.
- Engaging in any misbehavior that gives school officials reasonable cause to believe that such conduct will substantially or materially disrupt the school program or incite violence.
- Communicating a threat or false alarm of bomb, fire, explosion or other incendiary

device, poison or toxic substance. This includes but is not limited to calling for emergency assistance (911) or setting of an alarm when no emergency exists. Making threats (whether real or false), hoaxes or false accusations regarding school safety are prohibited, and such conduct will result in placement into DAEP.

- Engaging in a careless act causing harm or injury.
- Making or assisting in making threats, whether against individuals or groups, including, engaging in verbal or written exchanges that threaten the safety of another student, an employee, a volunteer or school property.
- Disruption of classes or any other school activities or programs.
- Throwing objects that could cause bodily harm or property damage. This item includes but is not limited to throwing objects out of school buses or other types of motor vehicles.
- Making a hit list (see the Glossary).
- Adding any substance, whether harmful or not, to any food or beverage meant to be consumed by any District official, officer, employee, volunteer, student or visitor, without the express permission of the person who is consuming or is intending to consume the food or beverage.

Technology:

Using, displaying or having in operational mode any paging device, cellular telephone or telecommunication device (see the Glossary) at school from 8:00 A.M. to the end of the campus' school day *is not permitted*. (Telecommunication devices include any type of device that permits the recording, transmission and or receipt of messages, voices, images or information in any format or media, electronic or otherwise, including but not limited to iPhones and Blackberry devices). Use of these technological resources, which include the district's network or systems and use of district equipment, is restricted for approved purposes only. Students and parents will be asked to sign a user agreement (separate from this handbook) regarding use of these district resources.

- Possession and use of cell phones and other telecommunication devices on extra-curricular and co-curricular trips and functions are at the sole discretion of the activity sponsor.
 - Using e-mail, other forms of electronic communications, District or campus websites, or the Internet to threaten students, volunteers, visitors or employees, cause disruption to the educational program, or encourage illegal behavior.
 - Sending or posting messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
 - Engaging in verbal or written exchanges that threaten the safety of another student, a District employee, a District volunteer, or school property.
 - Possessing published or electronic material that is designed to promote or encourage illegal behavior or threaten school safety.
 - Using any device to copy or capture an image of any District document (including, but not limited to any tests, exams or portions of tests or exams), whether for personal use or to pass on to another person, with or without receiving anything of value in return, without the express written permission of a teacher or administrator.

- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Tampering with, changing or altering records or documents of the District by any method, including, but not limited to, computer access or other electronic means.
- Damaging and/or destroying and/or altering school computer hardware and/or software by any method including, but not limited to, the use of computer software viruses or other electronic means.
- Inappropriately using instructional materials, including computers, printers, and computer systems. This item includes, but is not limited to, using the Internet to threaten students, District employees or District volunteers, or to cause disruption to the educational program. This provision also includes, but is not limited to, violating computer use policies, rules, or agreements signed by the student and/or the student's parent or guardian.
- Using or having on or in an operational mode any device that permits recording the voice or image of another person, unless all persons whose voices or images are being recorded are made aware of the recording prior to the actual recording of their voices or images. Students are prohibited from using any type of recording device in any manner that interferes with or is disruptive of the educational process or invades the privacy of students, employees, volunteers or visitors. If they violate this prohibition, then they are subject to discipline under this provision and/or any other provision in the Student Code of Conduct that may be applicable to the circumstances involved. The provision involving obtaining prior consent of the individual being recorded does not include those situations where the individual or individuals being recorded are engaging in or are the victims of either a crime or a violation of the Student Code of Conduct, so long as the student making the recording turns over the recording to a school employee as soon as possible after the incident is recorded, and does not provide a copy of the recording to anyone other than law enforcement or school employees.
- Substantially disrupting the educational process as a result of showing disrespect to school employees or officials by the use of a computer or the internet, wherever the computer is located or however the internet is accessed, including the posting of any comments about or images of school employees or officials on any internet website that are demeaning, obscene vulgar or profane, and which comments or images can be accessed using a District computer.
- Substantially disrupting the educational process as a result of using, in any manner or format, any voice recording, picture or visual display of any school employee or official without the written authorization of the campus principal and the school employee or official in the picture or visual display or on the recording.
- Installing any device or software onto or into any part of the District's computer or electronic communications system that will permit or facilitate the recording of any keystrokes or the acquisition of any passwords or other security-related

information.

Failure to Follow Rules:

- Causing class disruption, which consists of any behavior which violates school rules, classroom rules, rules of conduct for school activities or a teacher’s rules. Class disruption also includes any behavior which interferes with a teacher’s ability to teach or communicate or with another student’s opportunity to concentrate on a presentation or assignment.
- Engaging in insubordination, including failure to comply with lawful directives from District personnel.
- Engaging in academic dishonesty, including cheating, copying the work of another, plagiarism or unauthorized collaboration with another person in preparing an assignment.
- Leaving School grounds or school-sponsored events without permission.
- Disobeying rules concerning conduct on school buses or other means of transportation.
- Violating the District’s policy on taking prescription drugs, non-prescription drugs, herbal substances, anabolic steroids, or dietary supplements or any type at school. (See policy FFAC (LOCAL).)
- Violating policies, rules, or agreements signed by the student and/or agreements signed by the student’s parent or guardian involving computer use and/or accessing the internet. (Violation of such rules, policies or agreements may result in termination of use and privileges, as well as other disciplinary action.)
- Violating dress and grooming standards as communicated in this Student Code of Conduct or in any student/parent handbook or guidelines.
- Violating extracurricular standards of behavior.
- Refusing to accept disciplinary management techniques proposed by a teacher or school administrator.
- Repeatedly violating other communicated campus or classroom standards of behavior.
- Failing to ensure that personal property, modes of transportation, or school property used by the student does not contain prohibited items.
- Engaging in insubordination, and/or failing to comply with directives given by school personnel.
- Leaving the classroom, school grounds or school-sponsored events without permission.
- Engaging in a serious (see the Glossary) violation of the Student Code of Conduct. (Engaging in serious misbehavior (see the Glossary) while the student is assigned to DAEP may result in expulsion.)
- Being tardy or truant.
- Loitering in unauthorized areas.
- Parking illegally and/or driving recklessly or over posted speed limits.
- Failing to secure an assigned locker or/sharing a locker with another student.
- Failing to return documents on time.
- Leaving school without signing out.
- Being absent from scheduled detention.

- Violating the codes of conduct or standards of behavior adopted or required by any extracurricular organization, student organization, student club or student athletic team.

Other Misconduct:

- Falsifying, altering, forging, or destroying school records, passes, or other school-related documents, or documents presented to District employees.
- Gambling.
- Engaging in inappropriate or indecent exposure of a student's private body parts. This includes mooning, flashing and any other type of inappropriate exposure of body parts, or wearing attire in a sexually suggestive manner.
- Participating in gang activity, including participating as a member or pledge, or soliciting another person to become a pledge or member of a gang.
- Becoming involved in a public-school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of public-school fraternity, sorority, or secret society.
- Planning and/or organizing and/or instigating and/or participating in an activity that causes substantial disruption of or material interference with the District's programs or activities, including, but not limited to, gang or cult activity.
- Disrespecting a school employee, volunteer, or visitor, verbally or otherwise.
- Engaging in horseplay or scuffling.
- Engaging in evasion. (See the Glossary.)

General misconduct identified above will result in application of one or more discipline management techniques consistent with law and the Student Code of Conduct. The District's general practice is to have the violation be reported to the principal or other appropriate administrator, who will send notification to the parent or guardian within 24 hours of receiving the report. The failure to send any notice within the time period noted above or any other notice time period noted elsewhere in this Student Code of Conduct will not preclude disciplining a student involved in a violation of this Student Code of Conduct.

Any student who knowingly assists, aids or helps another student in committing a violation of the Student Code of Conduct shall also be subject to disciplinary action, up to the same extent as the student who commits the offense.

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

SECTION IV - DISCIPLINE MANAGEMENT TECHNIQUES - CONSEQUENCES

Discipline management techniques include any action which is intended to promote proper behavior and/or discourage misconduct or misbehavior.

In general, discipline will be designed to correct misconduct and to encourage all students to adhere to their responsibilities as citizens of the school community. Disciplinary action will draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline practice. Disciplinary action, within the minimum and maximum ranges set out below will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements. Self-defense will be considered as a factor in determining suspensions, expulsions or DAEP placement. (See the Glossary.) As a result of considering these factors, discipline for a particular offense (unless otherwise specified by law) may bring into consideration varying techniques and responses.

In addition to considering the seriousness of the offense, the student's age, frequency of misconduct, the student's attitude, the potential effect of the misconduct on the school environment, and whether the student acted in self-defense, the District, when deciding to order the out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP, will also consider the student's disciplinary history, the student's intent or lack of intent at the time the student engaged in the conduct, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, in accordance with and to the extent required to do so under state or federal laws and regulations involving students with disabilities and a student's status in the conservatorship of the Department of Family and Protective Services, and a student's status as homeless.

The discipline of students with disabilities who are eligible for services under Federal legislation (the Individuals with Disabilities Education Act [IDEA] and Section 504 of the Rehabilitation Act of 1973 [Section 504] is subject to the provisions of those laws. (See also Board Policy FOE (Legal).) The placement of a student with a disability who receives special education services is made only after a duly constituted Admission, Review, and Dismissal Committee (ARD Committee) or a Section 504 Committee reviews the circumstances and makes the required manifestation determination. A student with a disability who receives special education services may not be placed in disciplinary alternative education programs solely for educational purposes if the student does not also meet the criteria for an alternative placement in Section 37.006 or 37.007 of the Texas Education Code. Federal law regulates discipline for students with disabilities; a Special Education handbook providing information about the applicable law and the rights of students with disabilities is available on each campus.

In accordance with the Education Code, a student who is enrolled in a special education program may not be disciplined for conduct meeting the definition of bullying, harassment, or making hit lists (See Glossary) until an ARD committee meeting has been held to review the conduct.

A student who, upon investigation, is found to be subject to bullying will not be disciplined on the basis of using reasonable self-defense in response to the bullying.

For rule violations that are not also violations of the Student Code of Conduct, the teacher is not required to make a Student Code of Conduct violation report, and the principal is not required to notify parents.

There is no appeal to the imposition of disciplinary consequences that do not involve a DAEP placement or expulsion. (See the sections of this Student Code of Conduct dealing with DAEP placements and expulsions for the applicable appeal processes relating to those consequences.) However, questions from parents regarding disciplinary measures other than DAEP placements or expulsions should be addressed to the teacher or campus administrator, as appropriate. Grievances or complaints involving the use or application of specific disciplinary management techniques should be addressed in accordance with Board Policy FNG (Local). Disciplinary consequences will not be delayed or deferred pending the outcome of any grievance or complaint.

The following discipline management techniques may be used alone or in combination for misbehavior violating the Student Code of Conduct or campus or classroom rules:

- **Restorative Practices**
 - Cooling-off time or "time-out."
 - Verbal correction
 - Seating changes within the classroom.
 - Counseling by teachers, counselors, or administrative personnel.
 - Parent-teacher conferences.
 - Confiscation of items that disrupt or interfere with the educational process.
 - Grade reductions as permitted by policy.
 - Rewards or demerits.
 - Behavioral contracts.
 - Detention.
 - Sending the student to the office or other assigned area, or to in school suspension.
 - Out-of-school suspension.
 - Placement in DAEP.
 - Assigned school duties such as scrubbing desks or picking up litter.
 - Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking and holding honorary offices, and/or membership in school-sponsored clubs or organizations.
 - Techniques or penalties identified in individual student organizations' extracurricular standards of behavior.
 - Withdrawal or restriction of bus privileges.
 - School-assessed and school-administered probation.
 - Restitution or restoration.
 - Corporal punishment (with written permission from parent/guardian and in accordance with District policy FO (LOCAL)).
 - Extended classroom opportunities on Tuesday, Wednesday, Thursday and

Saturday.

- Referral to outside agency and/or legal authority for criminal prosecution in addition to disciplinary measures imposed by the District.
- Expulsion.
- Other strategies and consequences as specified by the Student Code of Conduct, or set out in campus or classroom rules.

In addition to utilizing the discipline management techniques and the various sanction options set out in this Student Code of Conduct for managing the conduct of students and disciplining them for violations of the SCOC, the District intends to provide the following methods and options for preventing and intervening in discipline problems.

The District intends to provide character education programs that will seek to prevent disciplinary issues from arising. These character education programs will be modified to meet the needs and capabilities of the various ages of the students involved in the programs, and will include training geared toward preventing and dealing with bullying and harassment.

The principal or appropriate administrator will notify a student's parent by phone or in writing of any violation that may result in a suspension, placement in DAEP, or expulsion. Notification will be made within three school days after the administrator becomes aware of the violation. Failure to send the notice within the time period noted above will not preclude disciplining a student involved in a violation of the Student Code of Conduct.

In addition to the above, students may be removed from riding on a District school bus or other means of District-provided transportation for engaging in any behavior on a bus or other means of transportation provided by the District that is prohibited under the section of this Student Code of Conduct that sets out General Misconduct violations. This possibility of removal for engaging in any prohibited conduct under the General Misconduct section of this Student Code of Conduct is also specifically applicable to any student who has been placed into the District's DAEP but has been afforded the privilege of District-provided transportation to the DAEP.

School bus drivers are specifically authorized to send students to the principal's office in order to maintain effective discipline on District school buses or other forms of District-provided transportation going to and from school or to and from any school-sponsored or school-related activities. Any student referred to the principal's office by a District bus driver shall be disciplined by the principal or other appropriate administrator, who will employ whatever discipline management technique provided for under this Student Code of Conduct that is appropriate under the circumstances that resulted in the referral.

Security personnel are important members of the District safety team. State law requires that the job duties of the peace officers, school resource officers and security personnel be listed in the District Student Code of Conduct.

See job duties in Board Policy CKE (LEGAL) www.ucisd.net

SECTION V – REMOVAL FROM THE REGULAR EDUCATIONAL SETTING

A.) Discretionary Removal

General misconduct violations will not necessarily result in the formal removal of the student from class or another placement but may result in a routine referral, formal removal, or the use of one or more discipline management techniques.

B.) Formal Removal by a Teacher

Formal removal initiated by a teacher will occur if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach and the students in the classroom cannot learn.

Any "formal removal" of a student by a teacher requires that the teacher report the offense to the principal or appropriate administrator. The principal or appropriate administrator will then send a copy of the report to the student's parent or guardian within 24 hours of receiving the teacher's report. (Failure to send the notice within the time period noted above will not preclude taking appropriate disciplinary action against a student engaging in conduct that justifies removal from the class).

A teacher or administrator must remove a student from class if the student engages in behavior for which the Texas Education Code requires the student to be placed in DAEP and/or suspended.

A teacher or administrator may remove a student from class for a behavior for which the District has determined a student may be placed in DAEP.

Within three school days of receiving a Student Code of Conduct violation report, an administrator will schedule a conference with the student's parent, the student, and the teacher in the case of a teacher removal.

At the conference, the principal or appropriate administrator will inform the student of the misconduct for which he or she is charged and give the student an opportunity to give his or her version of the incident. The principal or appropriate administrator will notify the student of the consequences of the Student Code of Conduct violation.

When a student is removed from the regular classroom by a teacher and a conference is pending, the principal may place a student in:

- Out-of-school suspension;

- In-school suspension; or
- Another appropriate classroom.

When a student has been formally removed from class by a teacher, the principal may not return the student to the teacher's class without the teacher's consent; unless the Placement Review Committee determines that the teacher's class is the best or only alternative available.

Students who violate the Student Code of Conduct shall be subject to the appropriate disciplinary consequence, including in-school suspension, out-of-school suspension, assignment to the DAEP, and/or expulsion.

C.) Suspension

Students may be suspended for engaging in any of the offenses that are set out in this Student Code of Conduct.

Students with disabilities are subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law will prevail.

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

A student who is to be suspended (either in-school or out-of-school) will be given an informal conference by the principal or appropriate administrator advising the student of the conduct with which he or she is accused. The student will be given the opportunity to explain his or her version of the incident before the administrator's decision is made. The number of days of a student's suspension will be determined by the principal or other appropriate administrator, but any out-of-school suspension will not exceed three school days.

Students who are suspended (either in-school or out-of-school) may not participate in any school related or school sponsored extra-curricular activities until the first day they return to classes.

Suspended students will be required to complete all class assignments, homework, tests, and other academic work covered during the suspension, and will have the opportunity to receive full credit for completed academic work.

A student who is in second grade or younger cannot receive an out-of-school suspension unless, while at school or at a school-sponsored activity, the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

A student who is homeless, as that term is defined in federal law for homeless children and youth, cannot receive an out-of-school suspension, unless the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

SECTION VI – PLACEMENT IN DAEP

The Board has delegated to the campus Principal or the Principal's designee the authority to recommend a student be assigned to DAEP. For purposes of DAEP, elementary classification shall be kindergarten-grade 6 and secondary classification shall be grades 7-12.

The designated District or campus administrators or their designees will conduct a DAEP conference and will determine placement. In order to complete the DAEP placement, the student must actually be in attendance for the required number of school days; that is, if a student is absent, whether the absence is excused or unexcused, that absence will not count as a school day for the purpose of completing the assignment. However, the Superintendent or the Superintendent's designee may exercise professional judgment and discretion and shorten the placement period, if extenuating circumstances exist.

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

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

A.) Mandatory DAEP Placement: A student must be placed in DAEP for any of the following offenses, if the student commits these offenses on school property or within 300 feet of school property (as measured from any point on the school's real property boundary line) or while attending a school-sponsored or school-related activity on or off school property, or as otherwise specified in the individual items set out below:

- Engages in conduct punishable as a felony.
- Commits an assault (see the Glossary) resulting in bodily injury (see the Glossary) to another.
- Unless expelled for the conduct, engages in conduct relating to a false alarm or report (including making false bomb threats) or a terroristic threat involving a public school. (See the Glossary.) The above conduct may result in expulsion; students not expelled for this conduct shall be placed in the District's DAEP.
- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana, a

controlled substance, or a dangerous drug in any amount not punishable as a felony, or possesses drug-related paraphernalia (see the Glossary). (School-related felony drug offenses are addressed in the expulsion section in this Student Code of Conduct; controlled substances are defined in Chapter 481 of the Texas Health and Safety Code or 21 U.S.C. Section 801, while dangerous drugs are defined in Chapter 483 of the Texas Health and Safety Code.)

- Sells, gives, delivers, possesses, or uses an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code, commits a serious act or offense while under the influence of alcohol, or is under the influence of an alcoholic beverage, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the expulsion section in this Student Code of Conduct.)
- Sells, gives, delivers, possesses, uses, or is under the influence of designer drugs, synthetic marijuana, synthetic cannabinoids (such as K2 or spice), stimulants (such as bath salts), or analogs of any drug in any form, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed as "herbal incense," "potpourri," "bath salts," or "not for human consumption."
- Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Sections 485.031 through 485.034 of the Texas Health and Safety Code.
- Engages in public lewdness.
- Engages in conduct that contains the elements of the offense of harassment under specific provisions of the Texas Penal Code (see definitions), against an employee of the school district.
- Engages in indecent exposure.
- Engages in expellable conduct if the student is between six and nine years of age.
- Retaliates (see the Glossary) against a school employee or volunteer, whether on or off of school property. In addition, as noted in the expulsion section of this Student Code of Conduct, if the student commits a mandatory expellable offense against any employee in retaliation for or as a result of the employee's employment or association with the Uvalde Consolidated Independent School District, the student will be expelled under Texas Education Code 37.007(d), without regard to whether the conduct occurs on or off school property **or** while attending a school-related or school-sponsored activity.
- Stores a firearm **not** defined by Section 46.01(3) of the Texas Penal Code in a vehicle on school property or while attending a school-related or school-sponsored activity on or off school property. (As noted in the expulsion section below, storing a firearm as defined by Section 46.01(3) of the Texas Penal Code in a vehicle on school property or while attending a school-related or school-sponsored activity on or off school property is mandatory expulsion offense.)
- Commits a federal firearms violation ~~and~~ and is six years of age or younger.

- Regardless of location, becomes involved in or with a public-school fraternity, sorority, secret society, or gang (see the Glossary), including participating as a member or pledge, or soliciting another person to become a member or pledge.
- Regardless of location, becomes involved in or with a criminal street gang (see the Glossary) or encourages, solicits, recruits, enables, or causes another person to become a member of a criminal street gang.
- Regardless of location, engages in criminal mischief if the damage is greater than \$750
- Is a registered sex offender (see the Glossary) under court supervision, probation, community supervision, or parole?
- A student shall be placed in DAEP for engaging in a Title 5 (see the Glossary) felony offense or aggravated robbery while off campus and not in attendance at a school-sponsored or school-related activity if:
 - a. The student receives deferred prosecution;
 - b. A court or jury finds that the student has engaged in delinquent conduct; **or**
 - c. The appropriate Administrator has a reasonable belief that a student has engaged in the prohibited conduct;

Students who are: (1) convicted of continuous sexual abuse of a young child or children; *a disabled individual*; or (2) convicted, receive deferred adjudication or deferred prosecution, been found to have engaged in delinquent conduct or conduct in need of supervision, or been placed on probation for either sexual assault or aggravated sexual assault against another student assigned to the same campus at the time the offense occurred will be placed in DAEP (or JJAEP as appropriate) on the request of the victim's parents if the victim student does not wish to transfer, and there is only one campus serving that grade level. Any time limitation otherwise applicable to DAEP placements are **not** applicable to a placement under this provision of the Student Code of Conduct, and placement in this circumstance may be for any length of time considered necessary by the appropriate Administrator.

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

Except in an emergency, removals to DAEP will be made by the campus hearing officer or the campus hearing officer's designee.

In determining whether there is a reasonable belief that a student has engaged in conduct defined as a felony offense by the Texas Penal Code, the campus hearing officer or the campus hearing officer's designee or the Superintendent's designee may consider all available information, including the information furnished under Article 15.27 of the Texas Code of Criminal Procedure.

A student, who on school property or at a school-related event on or off school property, sells, gives, delivers, possesses, uses, or is under the influence of prohibited drugs,

alcohol, or an inhalant, if the conduct is not punishable as a felony, will be placed in DAEP Program on the first offense. **However, if the student sells, gives, delivers, possesses, uses, or is under the influence of prohibited drugs, alcohol, or an inhalant of any amount a second time in the same year, the student will be expelled.**

The minimum placement for a mandatory DAEP placement offense is thirty (30) school days, in actual attendance at the DAEP, while the maximum is a full year (175) school days, again in actual attendance at the DAEP:

B.) Discretionary DAEP Placement: Students engaging in any of the following offenses or behaviors on school property or within 300 feet of school property (as measured from any point on the school's real property boundary line) or while attending a school-sponsored or school-related activity on or off school property, or as otherwise specified in the individual items set out below, may be suspended (including out-of-school for up to three days) pending a conference, and subsequent to the conference may be placed in the DAEP:

- Committing any offense included in Section III, General Misconduct Violations.
- Engaging in conduct punishable as a felony, other than those listed as offenses involving injury to a person in Title 5 of the Texas Penal Code or aggravated robbery, that occurs off of school property and not at a school-sponsored or school-related event, and for which the Superintendent or the Superintendent's designee has a reasonable belief that the student's presence in the regular classroom threatens the safety of other students or teachers, or will hinder or be detrimental to the educational process. In determining whether there is a reasonable belief that a student has engaged in conduct defined as a felony offense by the Texas Penal Code, the Superintendent or the Superintendent's designee may consider all available information, including the information furnished under Article 15.27 of the Texas Code of Criminal Procedure.
- Engaging in criminal mischief if the damage is less than \$500.
- Engaging in any conduct which disrupts or threatens to disrupt the school environment or educational process.
- Cheating or copying the work of another.
- Engaging in bullying, (See Glossary for definition).
- Engaging in harassment, (See Glossary for definition).
- Making a hit list, (See Glossary for definition).
- Hazing, as defined in Section 37.151 of the Texas Education Code. (See Glossary.)
- With respect to any motor vehicle driven to school by a student and/or parked on school property, failing to make sure that there are no prohibited items in the vehicle the student will be held responsible for what prohibited items are found in the vehicle.
- Engaging in any other conduct that constitutes a violation of local, state or federal law but which is not identified above.
- Making or participating in any way in the making of a recording in any media (digital, video, audio) during the school day or at any school related event, of an actual or

simulated act that involves conduct prohibited by any other provision of the Student Code of Conduct. If the recording is transmitted to or played on or through the Internet, or is transmitted to any other electronic or digital device that permits subsequent transmittal to or playing on any other type of electronic or digital device, and if the transmittal or playing substantially disrupts or materially interferes with school activities or programs, or gives school officials reasonable cause to believe such conduct will substantially disrupt or materially interfere with school programs or activities, a violation of this provision of the Student Code of Conduct becomes a mandatory DAEP placement offense rather than a discretionary DAEP placement offense. This provision of the Student Code of Conduct is violated even if all of the participants in the recording agree to being recorded; it is not violated if the recording is made by a witness not involved in the prohibited conduct who reports the incident being recorded and turns the recording in to a campus administrator as soon as possible after witnessing and recording the conduct, and who does not provide a copy of the recording to anyone other than a District employee or a law enforcement official. Entering into or accessing the District's computer or electronic system and altering any grades that are recorded or stored in that system.

- Engaging in off-campus conduct for which DAEP placement is required by state when the campus Administrator does not learn of the conduct until more than a year passes after the conduct occurred.

The minimum placement for a discretionary DAEP placement is twenty (20) school days, in actual attendance at the DAEP, while the maximum is a full year or (175) school days, again in actual attendance at the DAEP:

Other misconduct not specified in this Student Code of Conduct, including any conduct that constitutes a violation of local, state or federal law, may be dealt with by any appropriate discipline management technique(s) or assignment to an Alternative Education Program, depending upon the nature of the misconduct.

C.) Emergency Alternative Education Program Placement:

In an emergency, the Principal or the Principal's designee may order the immediate placement of a student into DAEP when a student is so unruly, disruptive, or abusive that the student's presence seriously interferes with a teacher's ability to communicate effectively with the students in a class, with the ability of the student's classmates to learn, or with the operation of school or a school-sponsored activity. When an emergency placement occurs, there is a ten (10) day deadline to afford a due process proceeding after the placement. Within a reasonable amount of time after the emergency placement, the student will be given appropriate due process required for placement in a DAEP Program. If emergency placement involves a student with disabilities who receives special education services, the term of the student's emergency removal is subject to the requirements of federal law.

D.) Length of DAEP Placement: The duration of a student's placement in DAEP will be as determined by the Assistant Principal or the Assistant Principal's designee, and will be for no longer than a full year (175) school days. Students

placed in DAEP at the end of one school year may be required to complete that placement at the start of the next school year. For a placement in DAEP to extend beyond the end of the school year, the administrator entering the placement order must determine that: (1) the student's placement in the regular classroom or campus presents a danger of physical harm to the student or others; or (2) the student has engaged in persistent (See the Glossary) or serious misconduct that violates the Student Code of Conduct. (For purposes of this provision, the word "serious" means any misconduct identified or being punishable by expulsion or placement in DAEP.) Students are reminded that engaging in serious misbehavior (see the Glossary) while in DAEP can result in expulsion.

SECTION VII – PROCEDURAL REQUIREMENTS FOR DAEP PROGRAM PLACEMENT

After receiving a Student Code of Conduct violation report, a campus Assistant Principal as the Principal's designee will schedule a conference within three school days with the student's parent, the student, and the teacher in the case of a teacher removal. Until a conference can be held as a result of a formal teacher removal or administrator removal, the principal or principal's designee may place a student in:

- Another appropriate classroom
- In-school suspension
- Out-of-school suspension (not to exceed three school days).

At the conference, the Assistant Principal will inform the student, orally or in writing, of the allegations against him or her, and give the student an opportunity to give his or her version of the incident. If the Assistant Principal determines that the student's conduct was in violation of the Student Code of Conduct, the Assistant Principal will inform the student of the consequences of the misbehavior and the student's length of placement in the DAEP. Following valid attempts to require attendance, the Assistant Principal may hold the conference and make a placement decision regardless of whether the student or student's parents attend the conference.

After the conference, if the student is placed in the DAEP, the Assistant Principal will write a placement order. A copy of the DAEP placement order will be sent to the student and the student's parent.

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

Newly Enrolled Students

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

DAEP Placement Appeals

Appeals regarding the decision to place a student in DAEP or the length of the placement must be in writing and delivered to the Principal of the campus (at which the

student attended at the time the placement decision was made) by no later than two school days from the date the student or parent receives the written placement order. The written appeal must set out every reason the student or parent believes the placement decision was wrong or the length of the placement is too long, and must have attached to it a copy of the placement order and a copy of any document the student or parent believes supports the appeal. Within three school days of the receipt of the appeal, the Principal will contact the student and parents and schedule an appeal conference. Within two days of the appeal conference, the Principal will send a written decision to the student and parent denying or granting the appeal. If the student or parent is not satisfied with the appeal ruling of the Principal, the student or parent may appeal that ruling to the Director of Student Services, as the Board's designee. The appeal must be in writing, and delivered to the designee by no later than two school days from the date the student or parent receives the Principal's decision. The written appeal must set out every reason the student or parent believes the Principal's decision was wrong, and must have attached to it copies of the original placement order, the appeal filed with the Principal (with all of its attachments, if any), and the written decision of the Principal. The Superintendent's designee will not consider any document, reason, or argument not presented to the Principal. The designee will review the appeal documentation, conduct any additional investigating the Superintendent's designee deems necessary or appropriate, and will send a written decision denying or granting the appeal within five school days of the filing of the appeal. As noted above, the Superintendent's designee's decision in any DAEP placement matter is final, and, except as noted below, cannot be appealed to the Board.

As noted in Board Policy FNG (Local), which is the District's student/parent grievance, complaints concerning removal to a DAEP program are not covered by that policy, and no other Board Policy permits appeal of a DAEP placement decision to the Board except in two distinct contexts. As a result, except as provided below, with respect to DAEP placements involving law enforcement actions concerning certain felonies and registered sex offenders, there are no appeals to the Director's decision concerning a DAEP placement. In addition, the DAEP placement imposed by the campus Administrator who conducts the placement conference shall not be delayed or deferred pending the outcome of any permitted appeal. Parental questions or complaints regarding disciplinary measures separate and apart from issues involving the placement decision should be addressed to the teacher or campus administration, as appropriate and in accordance with policies FOC and FNG(LOCAL). A copy of those policies may be obtained from the Principal's office or the central administration office. In addition, all Board policies can be accessed on the Internet, from the School Board heading located at www.ucisd.net. (As noted earlier, disciplinary consequences will not be deferred pending the outcome of any complaint or grievance.)

Notice to Juvenile Court of Certain Types of DAEP Hearings: Not later than the second business day after the conference conducted by the Assistant Principal, the Assistant Principal will deliver to the juvenile court a copy of the order placing a student in DAEP

and information required by Section 52.04 of the Family Code.

A.) School Sponsored or School-Related Activities While Assigned to DAEP

State law prohibits students placed in a DAEP Program for mandatory removal reasons from attending or participating in school-sponsored or school-related extracurricular, co-curricular or non-curricular activities during the period of placement, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

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

B.) Transportation While Assigned to the DAEP

The District, as a privilege, will provide transportation to students in a DAEP Program. The privilege may be taken away if a student does not at all times cooperate with the driver and other District personnel involved in providing transportation.

C.) Placement Beyond the Next Grading Period

The decision of the Assistant Principal as the Principal's designee to remove a student for a period extending beyond the end of the next grading period is reviewable in a proceeding before the Superintendent or the designee. The decision made by the Superintendent or the designee concerning the appeal of a DAEP placement beyond the applicable time period noted above is final and may not be appealed.

D.) 120-Day Review of DAEP Placement

A student placed in DAEP will be provided a review of his or her placement, including academic status, at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan will also be reviewed. At the review, the student or the student's parent or guardian will be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent. Students placed in DAEP at the end of one school year may be required to complete the assigned term at the beginning of the next school year. For placement in DAEP to extend beyond the end of the school year, the Superintendent or the Superintendent's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to students or others; **or**

2. The student has engaged in serious or persistent misbehavior that violates the Student Code of Conduct.

When a student violates the District's Student Code of Conduct in a way that requires that the student be placed in the DAEP, if the student withdraws from the District before starting or completing the DAEP placement and returns during the school year, that student will be placed in the DAEP to complete the assigned term of placement.

A school district shall provide the parents of a student removed to a disciplinary alternative education program with written notice of the district's obligation to provide the student with an opportunity to complete coursework required for graduation.

A student assigned to a DAEP placement in another district at the time he or she moves into the District will be placed directly into the District's DAEP Program.

For seniors who are eligible to graduate but are in DAEP during the last week of school, the DAEP placement will continue through graduation, and the student **WILL NOT** be allowed to participate in commencement exercises and related graduation activities. In addition, seniors who are eligible to graduate but who are suspended or serving a suspension on the last day of instruction **WILL NOT** be allowed to participate in commencement exercises and related graduation activities.

E.) Transition from DAEP

As soon as practicable after the DAEP administrator determines the date a student will be released from the program, the administrator will provide written notice of the date to the student's parent/guardian and to the administrator of the campus to which the student will return. The DAEP will also provide the campus administrator an assessment of the student's academic growth while attending the alternative education program and the results of any assessment instruments administered to the student. Not later than five instructional days after the date of release from the DAEP, the campus administrator will coordinate the student's transition to a regular classroom, which must include assistance and recommendations from school counselors, school district peace officers, licensed clinical social workers, campus behavior coordinators, classroom teachers who are or may be responsible for implementing the student's personalized transition plan, and any other appropriate school district personnel.

F.) Transition Plan

Each student must be provided a personalized transition plan developed by the campus administrator. The transition plan must include recommendations for the best educational placement of the student and may include recommendation for counseling, behavioral management, or academic assistance for the student with a concentration on the student's academic or career goals; recommendations for assistance for obtaining access to mental health services provided by the district or school, a local mental health authority, or another private or public entity; the provision of information to the student's

parent/guardian about the process to request a full individual and initial evaluation of the student for purposes of special education services under Section 29.004; and a regular review of the student's progress toward the student's academic or career goals. If practicable, the campus administrator or designee will meet with the student's parent/guardian to coordinate plans for the student's transition.

**G.) Additional Review of DAEP Placements for Felony Cases
Dismissed/Not Prosecuted**

The review and appeal process described below does **not** apply if the student was placed in DAEP as required by law for conduct on or within 300 feet of school property, at a school-sponsored or school-related activity, or for a false alarm or report or terroristic threat involving a public school. The juvenile court or the office of the prosecuting attorney will notify the District if a student was placed in DAEP for any felony offense or for misdemeanor offenses involving unlawful restraint, indecent exposure, assault, deadly conduct, terroristic threats, organized criminal activity, certain drug offenses or possession of certain weapons, and:

1. Prosecution of the student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated; or,
2. The court or jury found the student not guilty, or made a finding that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case was dismissed with prejudice.

On receiving such a notice, the Superintendent or Superintendent's designee will review the student's placement in the DAEP and will schedule a review of the student's placement with the student's parent or guardian not later than the third day after the Superintendent or Superintendent's designee receives notice from the juvenile court. The DAEP placement will be continued during the period of review.

After reviewing the notice and receiving information from the student's parent or guardian, the Superintendent or Superintendent's designee may continue the student's placement in the DAEP if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers. The student or the student's parent or guardian may appeal the Superintendent or Superintendent's designee's decision to the Board. The DAEP placement will be continued during the pendency of the appeal.

The Board will, at the next scheduled meeting following the Superintendent's receipt of a written request from the parent or guardian to appeal to the Board, review the notice from the juvenile court and receive information from the student, the student's parent or guardian, and the Superintendent or Superintendent's designee, and confirm or reverse the decision of the Superintendent or Superintendent's designee. The Board will make a record of the proceedings.

If the Board confirms the decision of the Superintendent or Superintendent's designee, the Board will inform the student and the student's parent or guardian of the right to appeal to the Commissioner of Education. As previously noted, the DAEP placement will continue during the pendency of any appeal.

This appeals process does not apply to placements resulting from offenses for which the state requires placement of the student in DAEP.

SECTION VIII – COURT ORDERED DAEP PLACEMENTS

Under various provisions of state law, municipal courts, juvenile courts and/or justice of the peace courts in certain circumstances have the authority to place students into a DAEP. If the student has not already been assigned to DAEP after the required conference set out above as a result of a disciplinary action instituted by school officials in connection with the same conduct or activities that resulted in the court order placing the student into DAEP, the campus principal or campus principal's designee will conduct a conference in accordance with Section 37.009(a) of the Texas Education Code before admitting the student to the DAEP pursuant to any court order. An expelled student cannot be placed into DAEP by court order unless a memorandum of understanding between the school district and the court is adopted under Section 37.010(c) of the Texas Education Code. If the student is placed in DAEP by court order, then he/she must meet all requirements at the DAEP as stated for any student in DAEP. The placement into DAEP solely on the basis of the order of a municipal court or justice of the peace cannot exceed 180 days. A student placed into DAEP as a result of any court order shall be prohibited from attending or participating in any school- sponsored or school-related activities.

SECTION IX – PARTICULAR RULES FOR SEX OFFENDERS

The general SCOC rules for DAEP placement apply to registered student sex offenders (see the Glossary) except as modified in this section.

Registered sex offenders under court supervision will be placed in DAEP for a minimum of 90 school days, which is the equivalent of one semester. Registered sex offenders who are not under any form of court supervision but are assigned to DAEP must also serve a minimum of 90 school days, which is the equivalent of one semester.

Registered sex offenders (whether under court supervision or not) that transfer into the District will be required to complete the DAEP assignment assessed by the previous district, but will receive credit for any time already spent in DAEP. In making a decision regarding the placement of a registered sex offender that transfers into the District, the District will consider the recommendation of the review committee as described in the "Periodic Review for Registered Sex Offenders" section described below.

Registered sex offenders who are not under any form of court supervision may be placed

in DAEP for no less than the number of school days that constitute a semester or the placement may be in a regular classroom. The placement **will not** be in the regular classroom if the Superintendent or the Superintendents designee the safety of other students or teachers; (2) will be detrimental to the educational process; or (3) is not in the best interest of District students.

A). Periodic Review for Registered Sex Offenders

After 80 school days in DAEP, a review committee will determine by majority vote and recommend to Kenneth Mueller, Director of Student Services (as the Board-approved designee of the Superintendent) whether the student should remain in DAEP or be returned to the regular classroom. Kenneth Mueller, Director of Student Services will follow the committee’s decision to return the student to the regular classroom unless the student’s presence in the regular classroom is a threat to the safety of others, is detrimental to the educational process or is not in the best interests of the District’s students. Conversely, Kenneth Mueller, Director of Student Services will follow the committee’s decision to continue the student’s placement in DAEP unless student’s presence in the regular classroom is not a threat to the safety of others, is not detrimental to the educational process, or is not contrary to the best interest of the District’s students. If a student remains in DAEP, the review committee will re-consider the student’s placement before the beginning of the next school year.

Placement into the DAEP under this section of the SCOC of a student with a disability who receives special education services shall be made in compliance with the Federal law governing special education. For such students, the review process set out above must be conducted by the student’s duly constituted Admission, Review and Dismissal (ARD) committee; however, that ARD committee may request that the committee described above convene to assist in conducting the ARD committee’s review and making the placement decision.

The members of the committee charged with conducting reviews involving registered sex offenders must include a classroom teacher from the campus to which the student would be assigned if not in the DAEP, the student’s parole or probation officer (if one has been assigned; if not, then a representative of the juvenile probation department), an instructor from the DAEP to which the student is assigned, a District administrator selected by the Superintendent as the designee of the Board of Trustees, and a counselor employed by the District.

B). Appeals for Registered Sex Offenders.

DAEP placement for registered sex offenders under the provisions noted above may be appealed by submitting a written request to the Superintendent for a conference with the Board. The conference will be limited to the factual question of whether the student is required to register as a sex offender under the law, and the decision of the District’s Board of Trustees is final and may not be appealed.

SECTION X- STUDENT EXPULSIONS

The term expulsion means removal of a student from school and the end of education services for a specified period of time. The Board delegates to the Superintendent or the Superintendent's designee the authority to expel students. There are numerous reasons for expulsion from school; most are required by law but a few are at the District's discretion. The Uvalde CISD upholds all other district's expulsion orders for the term of the expulsion. If a student appeals an expulsion decision made by the Superintendent or the Superintendent's designee, the beginning of the expulsion period shall not be delayed or deferred pending the outcome of the appeal to the Board.

The minimum expulsion is five (5) school days, while the maximum is a one (1) calendar year.

A.) Students Under the Age of Ten: When a student under the age of ten engages in behavior that is expellable behavior, the student will not be expelled, but will be placed in DAEP. Students under age six will not be removed from class and placed in DAEP.

B.) Mandatory Student Expulsion: A student 10 years of age or older must be expelled for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property, or as otherwise specified in the individual items set out below:

Bringing to school a firearm, as defined by federal law 18 U.S.C. Section 921.

- a. State and federal law require that a student be expelled from the regular classroom for a period of at least one (1) calendar year for bringing a firearm, as defined by federal law, to any District school.

Using, exhibiting, or possessing the following, as defined by the Texas Penal Code:

- a. A firearm, defined as any device designed, made or adapted to expel a projectile through a barrel by using energy generated by an explosion or burning substance, or any device readily converted to that use.
- b. An illegal knife, defined as: a knife with a blade over 5 1/2 inches; a hand instrument designed to cut or stab another by being thrown; a dagger, including but not limited to a dirk, stiletto, and poniard; a bowie knife; a sword; or a spear. (The length of a knife blade is measured from the hilt to the tip of the blade.)
- c. A club, defined as an instrument specially designed, made or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument. Clubs include, but are not limited to, blackjacks, nightsticks, maces and tomahawks.

- d. A prohibited weapon identified in Section 46.05 of the Texas Penal Code, such as: an explosive weapon; a machine gun; a short-barrel firearm; a switchblade knife; knuckles; armor-piercing ammunition; a chemical dispensing device; or a zip gun.
- e. A firearm as defined by Section 46.03(3) of the Texas Penal Code, which is stored in a vehicle on school property or while attending a school-related or school-sponsored activity on or off school property.

Firearm Note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition, or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Parks and Wildlife Department or a shooting sports sanctioning organization working with the Department.

Engaging in:

- a. Aggravated assault, sexual assault, or aggravated sexual assault.
- b. Arson. (See the Glossary.)
- c. Murder, capital murder, or criminal attempt to commit murder
- d. Indecency with a child.
- e. Aggravated kidnapping.
- f. If the behavior is punishable as a felony, selling, giving, delivering, possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage; or committing a serious act or offense while under the influence of an alcoholic beverage.
- g. Retaliation against a school employee or volunteer by committing a state-mandated expellable offense, regardless of where the conduct occurs.
- h. Aggravated robbery under Section 29.03 of the Texas Penal Code.
- i. Manslaughter under Section 19.04 of the Texas Penal Code if occurs on campus or at school-related or school-sponsored activities.
- j. Criminally negligent homicide under Section 19.05 of the Texas Penal Code if occurs on campus or at school-related or school-sponsored activities.

Engages in the conduct that contains the elements of the offense of continuous sexual abuse against a child or children under Section 21.02 of the Texas Penal Code.

C.) Discretionary Student Expulsion: A student may be expelled for committing any of the following offenses on school property or while attending a school-sponsored or school-related activity or within 300 feet of school property (as measured from any point on the school's real property boundary line), or as otherwise specified in the individual items set out below.

1. Selling, giving, delivering, possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug.
2. Selling, giving, delivering possessing, using, or is being under the influence of an alcoholic beverage, or committing a serious act or offense while under the influence of an alcoholic beverage, if the conduct is not punishable as a felony.
3. Engaging in conduct that contains the elements of an offense relating to an abusable volatile chemical under Sections 485.031 through 485.034 of the Texas Health and Safety Code.
4. Engaging in criminal mischief, if punishable as a felony, whether committed on or off school property or at a school-related event.
5. Committing an assault resulting in bodily injury to a District employee or a District volunteer. If such conduct is directed against any District teacher, employee or volunteer in retaliation for or as a result of the person's employment or association with the District, it is punishable by expulsion no matter where or when the conduct occurs.
6. Engaging in conduct that contains the elements of the offense of deadly conduct (see the Glossary).
7. Engaging in conduct involving or related to a false alarm or report, or a terroristic threat (see the Glossary), involving a public school.
NOTE: A student may be expelled for engaging in conduct involving a public school that contains the elements of the offense of false alarm or report under Section 42.06, Penal Code, or terroristic threat under Section 22.07, Penal Code, without regard to whether the conduct occurs on or off school property or while attending a school-sponsored or school-related activity on or off school property. Students not expelled for the offenses set out in this provision of the Student Code of Conduct shall be placed into DAEP.
8. Engaging in any state-mandated expellable offense, if the offense is committed on the property of another school district in Texas or while the student is attending a school-sponsored or school-related activity at a school in another district in Texas.
9. Committing aggravated assault, sexual assault, aggravated sexual assault, arson, murder, capital murder, criminal attempt to commit murder or capital murder, indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, aggravated robbery, or a felony drug or alcohol related offense within 300 feet of school property.
10. Using, exhibiting or possessing a firearm, an illegal knife, a club or a prohibited weapon as defined by state law within 300 feet of school property. (See "**Firearm Note**" in the mandatory expulsion section above).
11. Possessing a firearm as defined by federal law within 300 feet of school property. (A student six years of age or younger may be placed

- into DAEP for a federal firearm violation.)
12. Engaging in the following offenses against another student, regardless of where the conduct occurs: aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, criminal attempt to commit murder or capital murder, or aggravated robbery.
 13. Engages in conduct that contains the elements of the offense of breach of computer security under Section 33.02, Penal Code, if:
 - a. The conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and
 - b. The student knowingly:
 - i. alters, damages, or deletes school district property or information; or
 - ii. commits a breach of any other computer, computer network, or computer system.
 14. Engaging in documented serious misbehavior (see the Glossary) while in a Disciplinary Alternative Education Program and on the DAEP site or campus, despite documented behavioral interventions.
 15. Engaging in conduct that contains the elements of the offense of breach of computer security under Section 33.02, Texas Penal Code, when it involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and knowingly altering, damaging, or deleting school property or information, or breaching any other computer, computer network, or computer system.

Please note: A student who is not expelled under the Discretionary Student Expulsion provisions above shall be subject to DAEP placement.

After an opportunity for a hearing as provided for in connection with other expulsion offenses set out in this SCOC, a student may also be expelled and placed in the District's DAEP if the student:

- is arrested for a Title 5 felony offense (see the Glossary) or aggravated robbery;
- is charged with engaging in a Title 5 felony offense or aggravated robbery;
- receives deferred adjudication or deferred prosecution for a Title 5 felony offense or aggravated robbery;
- is on probation for a Title 5 felony offense or aggravated robbery;
- was found by a court or jury to have engaged in delinquent conduct for a Title 5 felony offense or aggravated robbery;
- has been referred to a juvenile court for delinquent conduct based on a Title 5 felony offense or aggravated robbery; or
- was convicted of a Title 5 felony offense or aggravated robbery, **and**

The Superintendent or the designee determines the student's presence in the regular classroom either threatens the safety of other students or teachers, is detrimental to the educational process, or is not in the best interests of the District's students. Under this provision of the SCOC,

expulsion does not have the same meaning as it does when used in other provisions; as used here, expulsion is not a removal from school and an end to educational services, but an expulsion into the DAEP. Under this section of the SCOC, expulsion to the District's DAEP may be ordered regardless of: (1) the date on which the conduct occurred, (2) the location at which the conduct occurred, (3) whether the student was enrolled in the District at the time the conduct occurred, or (4) whether the student successfully completed any court disposition requirements regarding the conduct. A student is subject to an expulsion and placement under this section of the SCOC until: (1) the student graduates from high school, (2) the charges are dismissed or reduced to a misdemeanor, (3) the student completes the term of the placement, or (4) the District assigns the student to another program.

A student expelled and placed pursuant to this section of the SCC is entitled to the same periodic review afforded to other students placed into the DAEP. An expulsion and placement ordered in under this section of the SCOC is final and may not be appealed beyond the Board of Trustees.

PLEASE NOTE: This section of the Student Code of Conduct does not supplant but is an alternative to the provisions dealing with Title 5 felony offenses occurring off school grounds and while not in attendance at a school-sponsored or school-related activity that are set out in the Section), headed Mandatory DAEP Placement.

D.) Emergency Expulsion: In an emergency, the Principal or the Principal's designee may order the immediate expulsion of a student when the administrator reasonably believes that the emergency expulsion is necessary to protect persons or property from imminent harm. The reason for an emergency expulsion must also be a reason that would permit expulsion on a non-emergency basis at the time of the emergency expulsion, the student will be given oral notice of the reason for the action. No later than the tenth day after the date of the emergency expulsion, the student will be given a hearing as required for regular expulsion. If emergency expulsion involves a student with disabilities who receives special education services, the term of the student's emergency expulsion is subject to the requirements of federal law. To the extent any conflict exists, state and/or federal law will prevail.

Students with disabilities are subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law will prevail.

E.) Procedural Requirements for Expulsion: If a student is believed to have committed an expellable offense, the appropriate administrator will schedule a hearing within a reasonable time with the student's parent or guardian, the student, and the teacher if appropriate. The student's parent or guardian will be invited in writing to attend the hearing. The written notice to the student and the student's parent or guardian will include setting out the charges and the proposed sanctions, as well as the

time and place of the hearing, so as to provide a reasonable opportunity for preparation. The notice will also include the names of the witnesses against the student and the nature of the evidence in support of the proposed expulsion. (Note: if the District makes a good-faith effort to inform the student and the student's parent/guardian of the time and place of the hearing, the District may hold the hearing regardless of whether the student, the student's parents/guardian or another adult representing the student attends.)

Until a hearing can be held, the Principal, the Superintendent or the Superintendent's designee may place the student in:

1. Another appropriate classroom;
2. In-school suspension;
3. Out-of-school suspension (not to exceed three school days); or
4. Emergency Placement in the DAEP (if applicable, under the circumstances previously set out in this Code).

A student facing expulsion will be given appropriate due process. The student is entitled to:

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

In the expulsion hearing, the administration may rely upon hearsay evidence. The decision of the Superintendent or the Superintendent's designee shall be based exclusively upon the evidence presented at the expulsion hearing, and shall be communicated promptly to the student and the student's parent or guardian.

When a student has violated the District's Student Code of Conduct in a way that requires DAEP or expulsion from the District and the student withdraws from the District before the placement or expulsion hearing takes place, the District will conduct a hearing after sending written notice to the parent/guardian and student. If the student returns during that school year or the next school year, he or she will be placed or expelled for the time specified during the placement or expulsion order. However, the period of the placement or expulsion must be reduced by the number of days that the student served if he or she enrolled in another district that honored the original placement or expulsion order.

F.) Appeal of Expulsion to Board of Trustees: After the due process hearing a student expelled may request that the Board review the expulsion decision. The student or parent/guardian must submit a written request to the Superintendent or designee within seven (7) calendar days after receipt of the written decision made by the Superintendent or the Superintendent's designee. The Superintendent or designee must provide the student or parent/guardian written notice of the date, time, and place of the

meeting at which the Board will review the decision. The Board shall review the record of the due process hearing on the expulsion in closed meeting, unless the parent/guardian requests, in writing, that the matter be heard in an open meeting. The Board may also hear a statement from the student or parent/guardian and from the Superintendent or Superintendent's designee. The Board shall base its decision on evidence in the record and any statements made by the parties at the review. The Board shall make and communicate its decision orally at the conclusion of the presentation. If the Board's decision is to uphold the expulsion determination, the Board shall direct the Superintendent or designee to issue the final expulsion order within three (3) school days. Disciplinary consequences will not be delayed or deferred pending the outcome of any appeal complaint or grievance.

G.) Notice to Juvenile Court of Expulsion: Not later than the second business day after the hearing, the Superintendent or the Superintendent's designee will deliver to the authorized officer of the juvenile court in the county in which the student resides a copy of the order expelling the student and the information required by Section 52.04 of the Texas Family Code. If the student is expelled under Texas Education Code Section 37.006(b), the Superintendent or the Superintendent's designee shall refer the student to the authorized officer of the juvenile court for appropriate proceedings under Title 3 of the Texas Family Code.

H.) Length of Expulsion: The Superintendent or the Superintendent's designee will set a term for the expulsion based on the seriousness of the offense and other relevant factors. The student will usually be expelled for the remainder of the semester. Other than for firearm-related offenses, the expulsion will usually not extend beyond the end of the semester, unless the conduct for which the expulsion was assessed occurred during the final six weeks of the semester, in which case the expulsion shall not extend beyond the end of the subsequent semester. Generally, the duration of an expulsion will not exceed 180 school days.

I.) School Sponsored or School-Related Activities While Expelled: Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

J.) Academic Credit During Expulsion: No District academic credit will be earned for work missed during the period of expulsion, unless the student is enrolled in a Juvenile Justice Alternative Education Program or other District-approved program.

K.) Expulsion Orders Provided to Receiving School Districts: If the District has expelled a student and the expelled student enrolls in another school district, the District shall provide to the other school district in which the student enrolls, at the same time other records of the student are provided, a copy of the expulsion order and the referral to the authorized officer of the juvenile court.

L.) Students Enrolling from Other School Districts: If a student has been assigned to a DAEP in another Texas district or Texas open-enrollment charter school at the time the student enrolls in the District as a resident, that student will be placed directly into the District's DAEP for the amount of days remaining in the other school's placement assignment. If a student enrolling in the District as a resident was placed in DAEP or its equivalent by a school district in another state for behavior that is also a reason for DAEP placement in the District, and if the out-of-state district provides to this District a copy of the placement order, that student will be placed directly into this District's DAEP. If the out-of-state placement exceeds one year, this District will, as required by state law, reduce the period of the placement so that the total placement does not exceed one year unless, after a review by the Superintendent or the Superintendent's designee, the District determines that the student is a threat to the safety of other students or employees, or that an extended placement is in the best interest of the student.

If a student enrolling in the District as a resident was expelled by another District or an open-enrollment charter school in Texas, this District will continue the expulsion under the terms of the expulsion order issued by the other district or school. If a student enrolling in the District as a resident was expelled by a district in another state for a reason that is also a reason for expulsion in this District, and if the out-of-state district provides to this District a copy of the expulsion order, this District will continue the expulsion under the terms of the out-of-state expulsion order. If the out-of-state expulsion exceeds one year, this District will, as required by state law, reduce the period of the expulsion so that the total of the expulsion does not exceed one year unless, after a review by the Superintendent or the Superintendent's designee, the District determines that the student is a threat to the safety of other students or employees, or that an extended placement is in the best interest of the student.

M.) Impact of Additional Misconduct: If, during the term of a DAEP placement or an expulsion, the student engages in additional conduct for which DAEP placement or expulsion is required or permitted, additional proceedings may be conducted, and additional disciplinary orders entered as a result of those proceedings.

SECTION XI - STUDENT COMPLAINTS

Student complaints regarding gender discrimination, sexual abuse or sexual harassment, special education decisions under IDEA or Section 504, complaints against peace officers, instructional materials, loss of credit on the basis of attendance, removal to alternative education programs, expulsion, or prior review of non-school sponsored materials intended for on-campus distribution to students shall be addressed by procedures set forth by Board policy. (See Board policy FFH (Local), FNG(Local).) Students should contact the campus administrator for the applicable policies.

If the complaint involves a problem with an employee of the District, the student shall in most circumstances be expected to discuss the matter with the employee before requesting a conference with the principal at Level One. In general, student complaints involving topics other than those set out above shall proceed as

follows:

A.) Level One: Complaint forms must be filed:

1. Within 15 District business days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

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

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

The appropriate administrator shall hold a conference with the student or parent within ten District business days after receipt of the written complaint.

The administrator shall have ten District business days following the conference to provide the student or parent a written response.

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

The appeal notice must be filed in writing, on a form provided by the District, within ten District business days after receipt of a response or, if no response was received, within ten District business days of the response deadline at Level One.

The Superintendent or designee shall hold a conference within ten District business days after the appeal notice is filed. At the conference, the Interim or designee shall consider only the issues and documents presented at Level One and identified in the Level Two appeal notice. The Superintendent or designee shall have ten days following the conference to provide the student or parent a written response.

C.) Level Three: If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten District business days after receipt of a response or, if no response was received, within ten District business days of the response deadline at Level Two.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on agenda for presentation to the Board.

The Superintendent or designee shall provide the Board with copies of the complaint form, all responses, all appeal notices, and all written documentation previously submitted by the student or parent or the administration. The Board shall consider only those issues and documents presented at the preceding levels and identified in the appeal notice.

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. The Board shall vote on each Level Three Complaint.

SECTION XII- SEXUAL HARASSMENT/SEXUAL ABUSE

The Uvalde CISD encourages parental and student support in its efforts to address and prevent sexual harassment and sexual abuse in the public schools. Students and/or parents are encouraged to discuss their questions or concerns about the expectations in this area with a teacher, counselor, principal or designee, or Kenneth Mueller, the District's Director of Student Services who serves as the Title IX Coordinator for students.

Students must not engage in unwanted and unwelcome verbal or physical conduct of a sexual nature directed toward another student or a District employee. This prohibition

applies whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors. All students are expected to treat other students and District employees with courtesy and respect, to avoid any behaviors known to be offensive, and to stop these behaviors when asked or told to stop.

A substantiated complaint against a student will result in appropriate disciplinary action, according to the nature of the offense and the Student Code of Conduct.

The District will notify the parents of all students involved in sexual harassment by student (s) when the allegations are not minor, and will notify parents of any incident of sexual harassment or sexual abuse by an employee. To the greatest extent possible, complaints will be treated as confidential. Limited disclosure may be necessary to complete a thorough investigation or support appropriate disciplinary action.

A student and/or parent may report or present a complaint alleging sexual harassment by another student or sexual harassment or sexual abuse by a staff member to a teacher, counselor, the Campus Principal or the Campus Principal's designee, the Title IX coordinator or any other District employee (As noted above, the Title IX coordinator for students for the 2021-2022 school year is Kenneth Mueller, the District's Director of Student Services.) The parent or other advisor may accompany the student throughout the complaint process.

Reports of harassment should be made as soon as possible after the alleged acts. A failure to promptly report alleged harassment may impair the District's ability to investigate and address the harassment.

Oral or written reports of prohibited harassment shall normally be made to the campus principal. A person shall not be required to report harassment to the alleged harasser.

A report against the Title IX coordinator/Director of Student Services may be made directly to the Board. (If after the approval of this Code by the Board someone other than the Director of Student Services is named the Title IX coordinator, a report against that coordinator may be made directly to the Superintendent.)

The principal or District official shall promptly notify the parents of any student alleged to have experienced prohibited harassment by a District employee or another adult associated with the District. In cases of student-to-student harassment, the District shall promptly notify the parents of any student alleged to have experienced harassment when the allegations presented, if proven, would constitute sexual harassment or other prohibited harassment as defined by District policy.

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form. Upon receipt or notification of a report, the District official shall determine whether the allegations, if proven, would constitute sexual harassment or other prohibited harassment as defined

by District policy. If so, the District official shall immediately authorize or undertake an investigation. If appropriate, the District shall promptly take interim action to prevent harassment during the course of an investigation. The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal shall be involved in or informed of the investigation. The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Absent extenuating circumstances, the investigation should be completed within ten business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

If the results of an investigation indicate that prohibited harassment occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the harassment. The District may take disciplinary action based on the results of an investigation, even if the District concludes that the conduct did not rise to the level of harassment prohibited by law or District policy.

A student, including a complainant, may appeal through FNG (LOCAL), beginning at the appropriate level. A complainant shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Retaliation against a student alleged to have experienced harassment, a witness, or another person who makes a report or participates in an investigation is strictly prohibited. A person who makes a good faith report of prohibited harassment shall not suffer retaliation for making the report. A person who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding prohibited harassment is subject to appropriate discipline.

District policy involving sexual harassment and sexual abuse is found in District Policies FFH (Legal) and FFH (Local), and information on the procedure for addressing the Board can be obtained from any campus office or the Interim Superintendent's office.

SECTION XIII- TRANSPORTATION POLICIES

Discipline- Student discipline is as important on a school bus or other District vehicle as in the classroom. Unlike a teacher, however, the bus or vehicle driver is occupied primarily with driving the bus or vehicle through traffic in all kinds of weather. When definite discipline guidelines are maintained on the bus or vehicle, passengers will have a safe, pleasant trip.

A.) Rules of Conduct for Students Riding the Bus or other District vehicle - Riding to and from school each day is a privilege, not a right. The privilege may be taken away if a student does not cooperate with the driver and other school personnel at

all times.

1. Expectations

- a) Be on time at the bus or vehicle stop.
- b) Stand away from the pavement, allowing the bus or vehicle to pull off the pavement onto the shoulder of the road.
- c) As the bus or vehicle approaches, form an orderly line.
- d) Board the bus carefully and courteously.
- e) Take a seat and remain seated while the bus or vehicle is in motion.
- f) Be courteous to other riders, but do not try to save seats for friends.
- g) Leave the bus or vehicle carefully and courteously.
- h) Bring a signed note from parents in order to get off the bus or vehicle at a stop other than the previously designated regular stop.
- i) Cooperate with the driver and other school personnel at all times.

2. Conduct Resulting in the Loss of Transportation Privileges

- a) Extending head, arms, legs, items of clothing or other articles out the windows.
- b) Throwing articles within the bus or vehicle or out the windows.
- c) Boarding or leaving the bus or vehicle through the emergency door unless there is an emergency.
- d) Taking, touching, or handling any emergency equipment inside the bus or vehicle.
- e) Writing on, disfiguring, or destroying any part of the inside or outside of the bus or vehicle. In addition to being charged for the damages, further transportation privileges may be denied.
- f) Eating or drinking while on the bus or vehicle.
- g) Bringing animals on the bus or vehicle unless previously authorized by the Transportation Department.
- h) Playing radios or similar equipment while on the bus or vehicle.
- i) Yelling, screaming, or making other unnecessary noise.
- j) Directing profanity, vulgar language, obscene and/or gang related gestures toward other students or District employees.
- k) Fighting while on the bus or vehicle or at any bus or vehicle stop.
- l) Engaging in inappropriate verbal, physical, or sexual contact.
- m) Dipping snuff, chewing tobacco, or spitting inside the bus or vehicle or out the window.
- n) Smoking, using, consuming or possessing intoxicating beverages, controlled substances, or dangerous drugs, including marijuana.
- o) Carrying weapons or other harmful and/or dangerous articles such as knives, explosives, or fireworks onto the bus or vehicle.
- p) Engaging in any serious or persistent misbehavior not included above while on the bus or vehicle or while entering or exiting the bus or vehicle.

3. Consequences for Violations of School Transportation Rules and Regulations:

Students removed from riding district school buses or any District transportation service for an offense shall not be allowed to ride another school bus or vehicle for transportation to and from school during the removal period. The student may also be denied transportation on special trips during this time. Offenses involving violation of District's transportation rules will be handled as follows:

- a) First Offense: (Verbal Warning) The bus driver will warn the student verbally for the first incident of misconduct. (Exception: See Major Offense, below)
- b) Second Offense: (1st Written Offense) The bus driver will submit a written report to the Transportation Director and the campus principal(s). This document signifies the second warning of misconduct. The administrator will take the appropriate action and send copies of the report to the Transportation Department.
- c) Third Offense: (2nd Written Offense) The bus driver will submit a written report to the Transportation Director and the campus principal(s). This document signifies the third warning of misconduct. The administrator will take the appropriate action and send copies of the report to the Transportation Department.
- d) Subsequent Offenses: May result in extended or permanent removal of transportation privileges

Major Offense: Regardless of sequence, any offense considered major by the school administration could result in the immediate removal of transportation privileges. Major offenses include but are not limited to any violation of the Student Code of Conduct that can result in a mandatory DAEP placement or expulsion.

SECTION XIV-DRESS CODE AND GROOMING POLICIES

Introduction/Purpose

This dress code and grooming policies are intended to: (1) teach students grooming and hygiene; (2) create and maintain a respectful and positive learning environment; (3) prevent the disruption, interference with, or detraction from the educational environment and school activities; (4) avoid or minimize health and safety hazards; and (5) teach respect for authority.

Students and parents share responsibility for complying with the District's dress code and grooming policies and should be aware of dress and grooming provisions set out in this dress code.

Enforcement:

Teachers and administrators have the authority to enforce the dress code and grooming policies.

Note: This dress code and grooming policies provide guidance regarding common situations but cannot cover every style of dress and specific situations that may arise. The District reserves the right to prohibit any jewelry, clothing or grooming style that the administration determines to be reasonably expected to pose a health or safety hazard or to cause substantial or material disruption of, distraction from, or interference with general school operations. In addition, extracurricular programs may have additional requirements or guidelines for students participating in those programs.

Violations:

If a student fails to comply with the dress code and grooming policies, the campus administrator will request that the student make the appropriate corrections. This may include changing into clothing provided by the school.

If the student refuses to make the appropriate corrections, the student's parent/guardian will be contacted for assistance in making the necessary corrections. If both the student and parent/guardian refuse, the student will either be assigned to in-school suspension for the remainder of the day or sent home until the problem is corrected. Repeated violations of the dress code and grooming policies will result in more serious disciplinary action. In all cases, appropriate disciplinary action will be administered in compliance with the Student Code of Conduct. Medical conditions may qualify for an exception from certain dress and grooming policies; however, any exceptions must receive prior approval by the campus Principal or Assistant Principal and be supported by documentation from a physician. Likewise, certain recognized religious or spiritual beliefs may qualify for an exception from provisions of the dress code and grooming policies; however, any exceptions must receive prior approval by the campus principal or assistant principal and be supported by documentation from an appropriate official or representative of the religion or spiritual belief. Finally, certain extra-curricular activities or special events may qualify students for an exception, when appropriate, from provisions of the dress code and grooming policies; however, as with the other possible exceptions noted above, any such exceptions must receive prior approval by the campus Principal or Assistant Principal.

A.) General Requirements

~~Hairstyles or designs that are disruptive or distracting to the school environment are prohibited except for school-approved special events. Studded and spiked jewelry (for example, dog collars) are prohibited, as are chokers. Any jewelry that causes a distraction or that could be dangerous to the student or other individuals is prohibited. (For example, necklaces made out of safety pins and chain links.) Mouth grills or mouth pieces that are worn over a student's teeth that serve only a decorative purpose are prohibited, as are contacts that are of an unnatural eye color (purple or red, for example) or that alter the normal shape and look of the pupil. Body glitter or shimmer is prohibited, as is~~ Any makeup, hairstyle, jewelry, clothing, ect.. that is disruptive or distracting to the school environment and anything that might cause a substantial disruption of the learning environment is not permitted.

1. Clothing shall be appropriately sized. See-through attire is unacceptable unless an article of clothing is worn underneath the garment that complies with the dress code. The use of proper undergarments is mandatory and undergarments must be covered at all times. At no time should undergarments, including bra straps, be visible. ~~Students are not permitted to wear pajamas or any other type of sleepwear at school during the regular school day, or at any school-sponsored or school-related event.~~
2. Shorts are acceptable, provided that the length is not less than the length of the individual's arm, hand and fingertip of the longest finger, when fully extended along the length of the individual's body. Shorts must be modest for sitting as well as for standing.
3. Shirts/blouses may be worn outside trousers/skirts/shorts provided that they are appropriately sized for each individual student and length should not exceed the top of the individual student's leg. Shirts/blouses must be modest, must not have low-cut necklines, and must not be shrink-top or midriff blouses that allow any part of the front, back, or midsection of the body to show.
4. ~~Bandanas, scarves, hairbands for boys, hair curlers, rollers, picks, combs or brushes are not permitted to be worn at any time during the regular school day, while on school property, whether inside or outside of any school building.~~
5. ~~Metal taps must not be worn on shoes.~~
6. Steel-toed footwear is prohibited on campus.
7. ~~Students must cover all tattoos at all times while in the classroom, on Students at school-sponsored events acting on behalf of or representing the school outside of the school day must cover all tattoos.~~
8. ~~Body piercing jewelry, spacers or gauges other than earrings are prohibited.~~
9. Articles of clothing with pictures, emblems, symbols, slogans, or writings that are lewd, vulgar, obscene, contain sexual innuendoes, depict sexual or violent acts, or cause disruption or distraction to the educational process is prohibited. Articles of clothing that advertise or depict tobacco products, alcoholic beverages, drugs, controlled substances, or other outlawed items are also prohibited.
10. ~~Open-toed/open-heel sandals may be worn except during classes or activities that require shoes for issues of safety.~~
11. ~~Cosmetic dental apparatus (grills) are prohibited. Does not include braces installed by a licensed dentist.~~
12. While Jeans are allowed, they cannot be worn if they have a hole through the garment that is above the longest fingertip of the longest finger, when the arm is fully extended along the length of the individual's body. **If there is a hole in the garment above the length of the fingertip leggings must be worn underneath.**

B.) Additional Requirements for Female Students

1. Shorts, skirts and dresses should be modest for sitting, as well as standing, and the length shall not be less than the length of the individual's arm, hand and fingertip of the longest finger, when fully extended along the length of the individual's body.
2. Sleeveless, collarless blouses/shirts may be worn provided that the shoulder straps have a minimum two-inch/three-finger width.
3. Dresses, which are strapless, have low cut necklines, and shrink tops or midriff blouses that allow any part of the front, back, or midsection of the body to show are not permitted; cleavage should not be visible.
- ~~4. Except for earrings, body piercing jewelry, spacers, or gauges are prohibited.~~
4. Tank tops or similar attire is strictly prohibited

~~C.) Additional Requirements for Male Students~~

- ~~1. Shirts with sleeves must be worn by boys in grades 5-12.~~
2. Shirts with square-cut hemlines may be worn unbuttoned provided that they are worn over acceptable tee-shirts.
3. Sleeveless, collarless shirts may be worn provided that the shoulder straps have a minimum two inch/three finger width for boys in PK – 4th grade.
- ~~4. Except for earrings, body piercing jewelry, spacers, and gauges are prohibited.~~

SECTION XV - GLOSSARY

The Glossary provides easy access to the definitions of many of the legal terms found in the Student Code of Conduct.

ABUSABLE GLUE - glue that is (a) packaged in a container holding a pint or less by volume or less than two pounds by weight; and (b) labeled in accordance with the labeling requirements concerning precautions against inhalation established under the Federal Hazardous Substances Act and under regulations adopted under that Act. (Defined under the Texas Health and Safety Code Section 485.001.)

ABUSABLE VOLATILE CHEMICAL – those substances as defined in Texas Health and Safety Code Section 485.001.

ADMISSIONS, REVIEW, AND DISMISSAL COMMITTEE - a committee established by the school district or special education cooperative which shall make decisions concerning the educational program of a student referred for consideration for special education services. (Defined under the Rules and Regulations for Special Education.)

AEROSOL PAINT - an aerosolized paint product, including a clear or pigmented lacquer or finish that is (a) packaged in a container holding a pint or less by volume or less than two pounds by weight; and (b) labeled in accordance with the labeling requirements concerning precautions against inhalation established under the Federal Hazardous Substances Act and under regulations adopted under that Act. (Defined under the Texas Health and Safety Code Section 485.001.)

AGGRAVATED ASSAULT - conduct that causes a serious bodily injury to another, including the person's spouse, or includes using or exhibiting a deadly weapon during the commission of the assault. (Defined under Texas Penal Code Section 22.02.)

AGGRAVATED KIDNAPPING - intentionally or knowingly abducting another person with the intent to hold him or her for ransom or reward, use him or her as a shield or hostage, facilitate the commission of a felony or flight after felony, inflict bodily injury on him or violate or abuse him or her sexually, terrorize him, her or a third person or interfere with the performance of any governmental or political function. (Defined under Texas Penal Code Section 20.04.)

AGGRAVATED SEXUAL ASSAULT - a person commits a sexual assault if that person engages in sexual acts that meet the definition of aggravated sexual assault in Section 22.021 of the Texas Penal Code.

ALCOHOLIC BEVERAGE - those substances as defined in Texas Alcohol Beverage Code §

1.04.

ANALOGUE – a substance which mimics the stimulant, depressant, or hallucinogenic effect on the central nervous system that is similar to the stimulant, depressant, or hallucinogenic effect of a controlled substance.

ARMOR PIERCING AMMUNITION – handgun ammunition that is designed primarily for the purpose of penetrating metal or body armor and to be used primarily in pistols and revolvers, or other firearms.

ARSON - conduct that starts a fire or causes an explosion with intent to destroy or damage any vegetation, fence or structure on open-space land, or any building, habitation or vehicle knowing that it is within the limits of an incorporated city or town, subject to a mortgage, located on property belong to another or has located within it property belonging to another, or when the actor is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another. (Defined under Texas Penal Code Section 28.02.)

ASSAULT – for student discipline purposes, intentionally, knowingly, or recklessly causing bodily injury to another.

BEHAVIOR - the way a person acts.

BLACKMAIL - obtaining money or other objects of value from an unwilling person or forcing a person to act through the use of force or threat of force.

BODILY INJURY – physical pain, illness, or impairment of a physical condition.

BOMB THREATS - an expression of intention to use an explosive device to hurt, destroy, punish, or in retaliation or intimidation.

BREACH OF COMPUTER SECURITY- includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Texas Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

BULLYING - is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property or on a publicly or privately owned

school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity, and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

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

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

BURGLARY- conduct that occurs when, without the effective consent of the owner, a person enters a habitation, or building (or any portion of a building) not then open to the public, with intent to commit a felony or theft; or when a person remains concealed, with intent to commit a felony or theft, in a building or habitation; or when a person enters a building or habitation and commits or attempts to commit a felony or theft. (Defined under Texas Penal Code Section 30.02).

CAPITAL MURDER - conduct that occurs when a person commits a murder as defined under Section 19.02(b)(1) of the Texas Penal Code and: the person murders a peace officer or fireman who is acting in the lawful discharge of an official duty and who the person know is a peace officer or fireman; the person intentionally commits the murder in the course of committing or attempting to commit kidnapping, burglary, robbery, aggravated sexual assault, arson, or obstruction or retaliation; the person commits the murder for payment or the promise of payment or employs another to commit the murder for payment or the promise of payment; the person murders more than one person during the same criminal act or during different criminal acts but the murders are committed under the same scheme or course of conduct; the person murders an individual under six years of age; the person commits the murder while escaping or attempting to escape from a penal institution; the person, while incarcerated

in a penal institution, murders another who is employed in the operation of the penal institution or with the intent to establish, maintain, or participate in a combination or in the profits of a combination; or the person murders another while incarcerated for an offense under this Section or Section 19.02 of the Texas Penal Code or while serving a life imprisonment or a term of 99 years for an offense under Sections 20.04, 22.021, or 29.03 of the Texas Penal Code. (Defined under the Texas Penal Code Section 19.03)

CHEMICAL DISPENSING DEVICE- a device other than a small chemical dispenser sold commercially for personal protection that is designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on an individual.

CLUB - an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace or tomahawk.

COERCION - forcing an unwilling individual to act through the use of force or threat of force.

CONTINUOUS SEXUAL ABUSE – This offense consists of a person 17 years of age or older committing two or more acts of sexual abuse (regardless of whether against one or more victims) during a period of time that is 30 or more days in duration against a child younger than 14 years of age or *a disabled individual*.

CONTROLLED SUBSTANCE - defined in Chapter 481 of the Texas Health and Safety Code or 21 U.S.C. § 801 et seq.

CORPORAL PUNISHMENT - the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.

CRIMINAL ATTEMPT TO COMMIT MURDER OR CAPITAL MURDER - conduct that occurs when a person, with specific intent to commit murder, does an act amounting to more than mere preparation that tends but fails to affect the commission of the offense intended. (Defined under Texas Penal Code Section 15.01.)

CRIMINAL MISCHIEF - conduct that occurs when a person, without the effective consent of the owner, intentionally or knowingly: (A) damages or destroys the tangible property of the owner; (B) tampers with the tangible property of the owner and causes pecuniary loss or substantial inconvenience to the owner or a third person; or (C) makes marking, including inscriptions, slogans, drawings, or paintings on the tangible property of the owner. If the amount of the pecuniary

loss is \$1,500 or more, the conduct is punishable as a felony.

CRIMINAL STREET GANG – three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in commission of criminal activities.

CYBERBULLYING: Bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet based or electronic communication tool and that occurs off school property or outside of a school-sponsored or school-related activity, if the cyberbullying interferes with a student’s educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

DAEP – ‘DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM’ – a disciplinary placement provided in a setting other than a student's regular classroom; is located on or off of a regular school campus; provides for the students who are assigned to the alternative education program to be separated from students who are not assigned to the program; focuses on English language arts, mathematics, science, history, and self-discipline; provides for students' educational and behavioral needs; and provides supervision and counseling.

DANGEROUS DRUG – substances defined in Chapter 483 of the Texas Health and Safety Code.

DEADLY CONDUCT – recklessly engaging in conduct that places another in imminent danger of serious bodily injury, or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

DEADLY WEAPON: A firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.

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

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

DELINQUENT CONDUCT- is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes

conduct that violates

certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

DISABILITIES, STUDENTS WITH - children with mental retardation, hearing impairments including deafness, speech, or language impairments, visual impairments including blindness, serious emotional disturbance, orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and who, by reason thereof, need special education and related services. (Defined under the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1401.)

DISCIPLINE MANAGEMENT TECHNIQUES - any action, which is intended to promote proper behavior and/or discourage misconduct or misbehavior. Such techniques include, but are not limited to, student/teacher conferences, detentions, suspensions, withdrawal of privileges, Disciplinary AEP placements, ISS, corporal punishment, and expulsions.

DISCRETIONARY – a decision made within the person’s authority, with that person using professional judgment based upon and considering individual circumstances.

DISRUPTION OF CLASSES, SCHOOL ENVIRONMENT - conduct on school property or on public property within 500 feet of school property, in which a person alone or in concert with others, intentionally disrupts the conduct of classes or other school activities. Disruptive conduct includes, but is not limited to: emitting noise of an intensity that prevents or hinders classroom instruction; enticing or attempting to entice a student away from a class or other school activity that the student is required to attend; preventing or attempting to prevent a student from attending a class or other school activity that the student is required to attend; and entering a classroom without the consent of either the principal or the teacher and, through either acts of misconduct or the use of loud or profane language, disrupting class activities. (Defined under the Texas Education Code, Section 37.124). This term also includes any behavior that interferes with a teacher’s ability to teach or communicate, or other students’ opportunity to concentrate on, a presentation or assignment.

DISRUPTIVE ACTIVITIES - conduct on the campus or property of any private or public school in which a person, alone or in concert with others: intentionally obstructs or restrains the passage of persons in an exit, entrance, or hallway of a building without the authorization of the administration of the school; seizes control of a building or portion of a building to interfere with an administrative, educational, research, or other authorized activity; prevents or attempts to prevent by force or violence or the threat of force or violence a lawful assembly

authorized by the school administration so that a person attempting to participate in the assembly is unable to participate due to the use or force or violence or due to a reasonable fear that force or violence is likely to occur; disrupts by force or violence or the threat of force or violence a lawful assembly in progress; or obstructs or restrains the passage of a person at an exit or entrance to the campus or property or prevents or attempts to prevent by force or violence or by threats of force or violence the ingress or egress of a person to or from the property or campus without the authorization of the administration of the school. (Defined under the Texas Education Code, Section 37.123)

DRESS CODE - criteria for maintaining high standards of dress, grooming and appearance and meet mandatory requirements of neatness, cleanliness, safety, and decency.

EVASION- conduct occurring when a student flees from or refuses to accurately identify herself/himself to school personnel.

EXPLOSIVE WEAPON – is any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror. It includes a device designed, made or adapted for delivery or shooting of an explosive weapon.

EXPULSION - to dismiss from school by authority.

EXTORTION - obtaining money or other objects of value from an unwilling person or making an individual act through the use of force or threat of force.

FALSE ALARMS OR REPORTS – knowingly initiating, communicating or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that is known to be false or baseless and that would ordinarily: (1) cause action by an official or volunteer agency organized to deal with emergencies; (2) place a person in fear of imminent serious bodily injury; or (3) prevent or interrupt the occupation of a building, room, place of assembly, publicly accessible place, or mode of conveyance such as an automobile.

FELONY - any offense punishable by death or imprisonment for a term exceeding a year or a crime more serious than a misdemeanor.

FIGHTING – two or more persons engaged in any mutual violent or physically aggressive contact toward one other, such as scuffling, pushing, shoving or

hitting.

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

FIREARM (State Law)- any device designed or made or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

FIREARM SILENCER – any device designed, made, or adapted to muffle the report of a firearm.

FIREWORKS – compositions or devices designed for entertainment to produce a visible or audible effect by combustion, explosion, deflagration or detonation. Section 2154.251 of the Texas Occupation Code prohibits a person from exploding or igniting fireworks within 600 feet of any public primary or secondary school unless the person receives written authorization from that organization.

GAMBLING - playing of games of chance for stakes or the risking of something of value with the hope of making a gain; betting money or any other item of value on the outcome of any event, game, or contest; wagering.

GANGS, FRATERNITIES, SORORITIES, SECRET SOCIETIES - an organization combination, or association of persons composed wholly or in part of students of public primary or secondary schools that: (1) seeks to perpetuate itself by taking in additional members from the students enrolled in school on the basis of the decision of its membership rather than on the free choice of a student in the school who is qualified by the rules of the school to fill the special aims of the organization. The term does not include an agency for public welfare, including Boy Scouts, Hi-Y, Girl Reserves, DeMolay, Rainbow Girls, Pan American Clubs, scholarship societies, or other similar educational organizations sponsored by state or national education authorities. (Defined under the Texas Education Code, Section 37.121). For the purposes of this Student Code of Conduct, the term "gang" also means an organization, combination or association that seeks to advance its interests by illegal and/or violent means. In identifying gangs and associated gang attire, the District will consult with law enforcement authorities; for a list of gangs covered by this Student Code of Conduct, contact the school Principal.

GRAFFITI – making marks of any kind on the tangible property of another without the effective consent of the owner.

GRIEVANCE - a circumstance thought to be unjust and ground for

complaint.

HARASSMENT - (as defined by Board Policy and federal law) – Threatening to cause harm or bodily injury to another, engaging in intimidating conduct, causing physical damage to the property of another, subjecting another to physical confinement or restraint, maliciously taking any action that substantially harms another’s physical or emotional health or safety, or other conduct prohibited by District policy FFH or DIA that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student’s performance; creates an intimidating, threatening, hostile, or offensive educational environment: affects a student’s ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student’s educational opportunities. *Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.*

HARASSMENT – (as defined by the Penal Code) – Actions against a school employee with intent to harass, annoy, alarm, abuse, torment, or embarrass, whereby the student initiates the communication and makes a comment, request, suggestion, or proposal that is obscene; threatens, in a manner reasonably likely to alarm the employee receiving the threat, to inflict bodily injury on the employee or to commit a felony against the employee, a member of the employee’s family or household, or the employee’s property; conveys, in a manner reasonably likely to alarm the employee receiving the report, a false report, which is known by the student to be false, that another person has suffered death or serious bodily injury; or sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse torment, embarrass, or offend an employee of the District.

HAZING: Any act, occurring on or off the campus, by one person alone or acting with others, directed against a student, for the purposes of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization, if the act constitutes any type of physical brutality, involves sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other similar activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student, or involves the consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance, including in amounts that would lead a reasonable person to believe the student is intoxicated. Hazing includes soliciting, encouraging, directing, aiding, or attempting to aid another student in engaging in hazing, as well as having firsthand knowledge of the planning or occurrence of a specific student hazing incident without reporting the incident to a school administrator in writing. Consent to or acquiescence in the hazing activity does not excuse the

student of responsibility for the misconduct.

HEARING - any proceeding required by law or District policy which may result in a student's expulsion or removal to an alternative education program.

HIT LIST – list of people targeted to be harmed using a firearm, knife, or any other object to be used with intent to cause bodily harm.

HOAX BOMBS - a device that reasonably appears to be an explosive or incendiary device, or by its design causes alarm or reaction of any type by an official of a public safety agency or a volunteer agency organized to deal with emergencies. (Defined under the Texas Penal Code Section 46.01.)

ILLEGAL KNIFE – a knife with a blade over 5 ½ inches; a hand instrument designed to cut or stab another by being thrown; a dagger, including but not limited to a dirk, stiletto, and poniard; a bowie knife, a sword, or a spear. (Knife blades are measured from the tip of the point to the hilt.)

IN-SCHOOL-SUSPENSION - eliminating a student who commits certain disciplinary infraction from classes for a specified period of time and placing the student under adult supervision in a room in the school building during the regular school hours where the student will continue to receive instruction in each course to the extent possible.

INDECENCY WITH A CHILD - a person commits indecency with a child if the person engages in conduct described in Section 21.11 of the Texas Penal Code.

INDECENT EXPOSURE – those acts defined in Texas Penal Code section

21.08. INDIVIDUALIZED EDUCATION PROGRAM - a written statement for

each child with a disability developed in any Admissions, Review, and

Dismissal Committee meeting which

shall be qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities, the teacher, the parents or guardian of such child, which statement shall include: a statement of (a) the present levels of educational performance, (b) annual goals, including short-term instructional objectives, (c) the specific educational services to be provided to such child, and the extent to which such child will be able to participate in regular educational programs, (d) the needed transition services for students beginning no later than age 16 and annually thereafter, (e) the projected date for initiation and anticipated duration of such services, and

(f) appropriate objective criteria and evaluation procedures and schedules for determining, on at least an annual basis, whether instructional objectives are being achieved. (Defined under the Individuals with Disabilities Education Act, 20 U.S.C.A. §1401).

INITIATION - to admit as a member into a fraternity, sorority, club, gang, or secret society with a special or secret ceremony.

INSUBORDINATION - persisting in serious acts of disobedience, defying authority or school personnel, unprovoked display of disrespect toward school personnel, or failing to comply with lawful directives from District personnel.

INTENT – the design, resolve, or determination with which a person acts. Since intent is a state of mind, it is ordinarily proved through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause the result, an awareness that the conduct is reasonably certain to cause the result, or disregard of a substantial and justifiable risk when there is an awareness that the circumstances exist or the result will occur. Intent and motive should not be confused; motive is what prompts a person to act or fail to act; intent refers only to the state of mind with which the act is done or omitted.

INTERROGATIONS – Administrators, teachers, and other professional personnel may question a student regarding the students' own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

INTIMIDATION - to make afraid, as with threats.

KNIFE - a bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing.

KNUCKLES – any instrument consisting of finger rings or guards made of a hard substance that is designed, made or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

LARCENY - like theft, the unauthorized possession/sale of another person's property without the consent of the owner.

LEWD – Sexually unchaste or licentious

LICENTIOUS – Lacking legal or moral restraints, especially sexual restraints

LIAISON OFFICER - a person who serves as intercommunication between a student and the courts; the Uvalde CISD truant officer will serve as the liaison officer.

LOITERING - the act of lingering idly or aimlessly on school premises.

LOSS OF SCHOOL-RELATED PRIVILEGES – as a disciplinary measure, campus administrators may take away a student’s privilege of attending school activities, including, but not limited to, school dances, athletic contests, band and choir performances and dramatic productions.

MACHINE GUN - any firearm capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

MANDATORY - ordered or commanded.

MARIJUANA - the plant *Cannabis sativa* L., whether growing or not, the seeds of that plant, and every compound, manufacture, salt, derivative, mixture, or preparation of that plant or its seeds. The term does not include: (a) the resin extracted from a part of the plant or a compound, manufacture, salt, derivative, mixture, or preparation of the resin; (b) the mature stalks of the plant or fiber produced from the stalks; (c) the oil or cake made from the seeds of the plant; (d) a compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, fiber, oil, or cake; or (e) the sterilized seeds of the plant that are incapable of germination. (Defined under the Texas Health and Safety Code, Section 481.002).

MURDER - conduct that occurs when a person: intentionally or knowingly causes the death of an individual; intends to cause serious bodily injury and commits an act clearly dangerous to human life that causes the death of an individual; or commits or attempts to commit a felony and in the course of it or immediate flight from it, commits or attempts to commit an act clearly dangerous to human life that causes the death of an individual. (Defined under the Texas Penal Code Section 19.02.)

NUISANCES - items that are considered annoyances and interfere or disrupt the educational environment including, but not limited to, radios, tape recorders, pagers, electronic games, cellular phones and dangerous toys.

OBSCENITY, OBSCENE GESTURES, OBSCENE MATERIAL, PROFANITY - any material, gestures, or language which is offensive or which depicts or describes sexual conduct or nudity in a way which is offensive to the acceptable standards of the community.

PARAPHERNALIA – any article or device used or intended for use to inject, ingest, inhale or otherwise introduce marijuana, a controlled substance, or a dangerous drug into the human body, including but not limited to roach clips, rolling papers, needles, baggies with residue, razor blades, or pipes.

PARENTS - includes single parent, legal guardian, or person in lawful control.

PENAL CODE – references to the Texas Penal Code are to define offenses only. In order to be punished under the Student Code of Conduct, it is not necessary for the student to be charged or convicted under the Texas Penal Code. The laws of the criminal courts, including definitions of 'usable amount' do not apply to student discipline.

PERSISTENT – three or more violations of the Student Code of Conduct or three or more repeated occurrences of the same violation.

PHYSICAL RESTRAINT – any District employee may, within the scope of the employee's duties, use and apply physical restraint to a student that the employee reasonably believes is necessary to accomplish any of the following:

- (1) protect any person, including the person using physical restraint and the person being restrained, from possible physical injury;
- (2) obtain possession of a weapon or other dangerous object;
- (3) protect property from serious damage;
- (4) remove from a specific location, including from a classroom or any other area or facility on school property, a student refusing a lawful command of a District employee, in order to impose disciplinary measures or to restore order; or
- (5) restrain an irrational or violent student.

PORNOGRAPHY - any materials meeting the definition of "obscenity."

POSSESSION – to have in or on: (1) a student's person or in the student's personal property, such as the student's clothing, purse, or backpack; (2) any vehicle used by the student for transportation to or from school or school-related activities, such as an automobile, truck, motorcycle, or bicycle; or (3) any other school property used by the student, such as a locker or desk.

PROHIBITED WEAPONS – prohibited weapons include the following items: armor-piercing ammunition, chemical dispensing device, explosive weapon, firearm silencer, knuckles, machine gun, short-barrel firearm, switchblade knife, zip gun, or tire deflation device.

PUBLIC LEWDNESS – those acts defined in Texas Penal Code § 21.07.

PUBLIC PROPERTY - includes a street, highway, alley, public park, or sidewalk. (Defined under the Texas Education Code, Section 37.124.)

REASONABLE BELIEF – is a determination that misconduct occurred made by the administrator using all available factual and legal information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

REGISTERED SEX OFFENDER – A student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who: (1) is no longer required to register as a sex offender under Chapter 62, (2) is exempt from registering as a sex offender under Chapter 62, or (3) receives an early termination of the obligation to register as a sex offender under Chapter 62.

RETALIATION – harming or threatening to harm another: (1) on account of their service as a District employee or volunteer; (2) to prevent or delay another's service to the District; or (3) because the person intends to report a crime.

ROBBERY - conduct that occurs when a person, in the course of committing "theft" as defined in Section 31 of the Texas Penal Code and with intent to obtain or maintain control of the property, intentionally, knowingly, or recklessly causes bodily injury to another, or intentionally or knowingly threatens or places another in fear of imminent bodily injury or death. (Defined under the Texas Penal Code Section 29.02.)

SCHOOL SPONSORED OR SCHOOL-RELATED ACTIVITY – any activity, field trip, special occasion, or extracurricular or co-curricular event where the student is under the control of or being supervised by an official or employee of the school, or is participating in as a representative of a school in the Uvalde Consolidated Independent School District, or is attending as a spectator or observer.

SCHOOL PROPERTY – any property owned by Uvalde Consolidated Independent School District or over which it or its officials or employees exert lawful control. The term includes a public campus or school grounds on which a public school is located and any grounds or buildings used by a school for an assembly or other school-sponsored activity. (Defined under the Texas Education Code, Section 37.124.)

SEARCHES – school administrators or designees have the right, upon reasonable suspicion, to search a student, a student's purse, gym bag, gym basket, backpack, and/or any other item carried or possessed by a student, found on the student's person, found in a student's pockets, or found in a motor vehicle owned, possessed, under the control of or being used by the student. Upon reasonable suspicion, school administrators may also search a motor vehicle owned, possessed, under the control of or being used by the

student. Lockers, desks, and any other fixture or facility provided for a student are the property of the Uvalde Consolidated Independent School District and remain under the jurisdiction and control of the District even when assigned to an individual student. School administrators may at any time conduct searches or use other detection devices with respect to all lockers, desks, and any other fixture or facility provided for student use, whether or not the students are present. Any items found as a result of such searches that are prohibited by District policy or this Student Code of Conduct shall be confiscated, and shall subject to the student to disciplinary measures.

SELF-DEFENSE – to claim self-defense, the student must (1) be without fault in provoking the encounter and not act as the aggressor, and (2) use the minimum force required to remove himself or herself from immediate danger of harm. Actions that escalate or continue the encounter will not be considered self-defense. Interactions prior to the encounter will also be considered.

SERIOUS – any violation of the Student Code of Conduct that can result in expulsion or a Disciplinary AEP placement, whether mandatory or discretionary. A list of some of the offenses deemed serious are set out in the section of this Student Code of Conduct headed “Discretionary Student Expulsion”.

SERIOUS MISBEHAVIOR – engaging in (1) deliberate violent behavior that poses a direct threat to the health or safety of others, (2) extortion to gain money or other property by force or threat, (3) coercing (meaning to: threaten to either commit an offense; inflict bodily harm; accuse a person of any offense; expose a person to hatred, contempt, or ridicule; or to harm the credit of any person), (4) public lewdness as defined in Texas Penal Code Section 21.07, (5) indecent exposure as defined in Texas Penal Code Section 21.08, (6) criminal mischief as defined in Texas Penal Code Section 28.03, (7) personal hazing as defined in Texas Educator Code Section 37.152, or (8) harassment of a student or District employee as defined in Texas Penal Code Section 42.07 (a)(1).

SEXUAL ASSAULT - a person commits a sexual assault offense if the person engages in sexual acts that meet the definition of sexual assault in Section 22.011 of the Texas Penal Code.

SEXUAL HARASSMENT - sexual harassment consists of unwelcomed sexual advances, request for sexual favors, or other inappropriate verbal, written, or physical conduct of a sexual nature directed toward any other individual. (Defined in Section 39.03 of the Texas Penal Code).

SHORT-BARREL FIREARM - is a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

SILENCER – any device designed, made, or adapted to muffle the report of a firearm.

SPECIAL EDUCATION - specially designed instruction, at no cost to parents or guardians, to meet the unique needs of a child with a disability, including: (a) instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and (b) instruction in physical education. (Defined under the Individuals with Disabilities Act 20 U.S.C.A. §1401.)

SUSPENSION - removing a student from privileges of education services for disciplinary reasons for any given period of time. Out-of-school suspension may not exceed any three consecutive school days.

SWITCHBLADE – is any knife with a blade that folds, closes or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or centrifugal force.

TELECOMMUNICATIONS DEVICE - Any type of device that: (1) emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or (2) permits the recording, transmission, and or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. Telecommunication devices do not include an amateur radio under control of someone with an amateur radio license.

TERRORISTIC THREAT - threatening to commit any offense involving violence to any person or property with intent to: (1) cause a reaction of any type to his threat by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; or (3) prevent or interrupt the occupation or use of a building, a room, a place of assembly, a place to which the public has access, a place of employment or occupation, an aircraft, automobile, or other form of conveyance, or other public place; or cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or

other public service. (Defined under the Texas Penal Code Section 22.07).

THEFT - conduct that occurs when a person unlawfully appropriates property with intent to deprive the owner of property. (Defined under the Texas Penal Code Section 31.03.)

TITLE 5 OFFENSES - criminal offenses against the person. Depending on the circumstances, such offenses include: murder; manslaughter; unlawful restraint; deadly conduct; kidnapping; sexual assault; continuous sexual abuse of a young child or children; improper photography or visual recording; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; deadly conduct; terroristic threat; aiding a person to commit suicide; and tampering with a consumer product; and a number of other criminal offenses.

TRUANCY - staying away from school without permission of parent or guardian or in violation of state attendance law.

UNDER THE INFLUENCE - when in the appropriate District employee's professional judgment, a student does not have the normal use of mental or physical faculties likely attributable to the student's use of a prohibited substance. Such impairment may be evidenced by the symptoms typically associated with drug or alcohol use or other abnormal or erratic behavior, or by the student's admission. The student need not be legally intoxicated to be determined to be under the influence.

USE - with respect to prohibited substances, voluntarily injecting, ingesting, inhaling, or otherwise introducing a prohibited substance into the body. With respect to objects or devices, putting into action or service, or availing oneself of the object or device to carry out an action or purpose.

VANDALISM - willful act which results in destruction, damage, or defacement of property belonging to or rented by the District or owned by the District personnel or student.

VERBAL ABUSE - the use of unprovoked or derogatory comments or gestures directed toward another individual.

VIOLATION - failing to keep or observe correct forms of behavior as stated in the Student Code of Conduct; engaging in conduct that is not permitted by the Student Code of Conduct.

VOLATILE CHEMICALS - the following chemicals and their isomers: toluene, hexane, trichloroethylene, acetone, ethyl acetate, methyl ethyl ketone, trichloroethane, carbon tetrachloride, methanol, methyl isobutyl ketone, methyl

cellosolve acetate, cyclohexanone, amyl nitrite, butyl nitrite, chloroform, diethyl ether, petroleum distillate, aliphatic hydrocarbons, chlorinated hydrocarbons, ketone solvent, glycol ether solvent, glycol ether inter solvent, xylol or xylene, and chlorofluorocarbons.

VULGAR – Morally crude and/or lacking civility

VULGAR LANGUAGE - language which is lewd, profane, offensive, coarse, crude, or obscene.

WEAPONS, PROHIBITED - weapons used to caused bodily harm, including weapons commonly used or designed to inflict bodily harm and/or intimidate and articles designed for other purposes, but which could easily be used to inflict bodily harm or intimidate. The Texas Penal Code defines prohibited weapons as: explosive weapons, machine guns, short-barrel firearms, switchblade knives, knuckles, armor-piercing ammunition, chemical dispensing devices or zip guns. (Defined under the Texas Penal Code Section 46.05.)

ZIP GUN – is a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Copies of the provisions of the Texas Penal Code, the Texas Education Code and other statutes that are referred to in the Student Code of Conduct can be obtained at the District's central administrative office. These include: Sections 15.01, 19.02, 19.03, 20.04, 21.01, 21.02, 21.07, 21.08, 21.11, 21.15, 22.01, 22.02, 22.04, 22.07, 22.011, 22.021, 28.02, 46.01, and 46.05 of the Texas Penal Code; Chapters 481 and 484 and Sections 485.031 through 485.035 of the Texas Health and Safety Code; 21 U.S.C.§801 et seq.; Section 1.04 of the Texas Alcoholic Beverage Code; and 18 U.S.C. §921.

**Consider Approval of the 2022-2023 Regular Board Meeting Schedule
June 20, 2022**

1. Background:

The proposed regularly scheduled board meeting schedule for 2022-2023 is included for review.

2. Process:

We are requesting approval of the proposed regularly scheduled board meeting schedule and the start time to be 6:00 pm for 2022-2023.

3. Fiscal Impact:

No fiscal impact.

4. Recommendation:

Approve the proposed regularly scheduled board meeting schedule for 2022- 2023 as presented.

5. Action Required:

Board action required

6. Contact Person:

Hal Harrell, Ed. D.



UVALDE

CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
1000 North Getty Street P.O. Box 1909 Uvalde, Texas 78802
(830) 278-6655 Fax (830) 591-4909
Hal Harrell, Ed.D. Superintendent of Schools
www.ucisd.net
"Uvalde CISD ... Loyal and True"

BOARD OF TRUSTEES
Luis Fernandez, President
Rob Fowler, VP
Laura Perez, Secretary
Javier Flores
Anabel White
Cal Lambert
J.J. Suarez

Regular Board Meetings for 2022-2023

Location: Benson Board Room

Start time: 6:00 pm

September 19, 2022
*October 10, 2022
November 14, 2022
December 19, 2022
January 16, 2023
*February 13, 2023
*March 27, 2023
April 17, 2023
May 15, 2023
June 19, 2023
July 17, 2023
August 28, 2023

*2nd or 4th week due to District holidays

UCISD Calendar 2022-2023

July 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	{15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	{19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	{21	22	23	24	25
26	27	28	29	30	31	

April 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25		27
28	29	30	31			

June 2023						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Work Day	RTI Day	Holiday / District Closed	Flex Days	Professional Development	State Testing	{ } 9-Week Grading Periods	Graduation
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REVISED 04/19/2022

Consider Approval of Apple Purchase Wave 2
June 20, 2022

1. Background:
Last year the district started a three-year laptop upgrade initiative. In year one, we replaced all non-Apple laptops for classroom instructional staff. In this wave the district is targeting all teachers who have an Apple laptop that is older than three years, counselors, instructional coaches and campus administrators.

2. Process:
IT staff completed an inventory of targeted staff to determine a quantity of laptops needed (158) and requested a quote from Apple off the State of Texas (DIR) State Contract Number: DIR-TSO-3789.

3. Fiscal Impact:
The total amount for this project is \$172,304.56.

4. Recommendation:
Approve the purchase of laptops for staff from Apple in the amount of \$172,304.56.

5. Action Required:
Board approval

6. Contact Person:
Mr. Cash Keith

**Consider Approval of Classroom Interactive Displays
June 20, 2022**

1. Background:

Interactive displays have become an integral teaching and learning tool for our staff and students. Campuses have been adding them into the classrooms as their budgets have allowed, however there still remains several areas that need them. With the assistance of ESSER monies, the district would like complete this project and have one in every instructional space.

2. Process:

IT staff conducted walkthroughs of campuses to determine counts of classrooms and instructional areas that did not have an interactive display. A quote was then requested from Intech Southwest from the DIR contract TSO 4159.

3. Fiscal Impact:

The total amount for the project is \$464,802.00

4. Recommendation:

Approve the purchase of interactive displays from Intech Southwest in the amount of \$464,802.00.

5. Action Required:

Board approval

6. Contact Person:

Mr. Cash Keith

Consider approval of district accounts payable for the month of May 2022

June 20, 2022

1. Background:

At the regular board meeting held on Thursday, May 16, 2022 the board reorganized the duties of its members. Mr. Cal Lambert and Mr. J.J. Suarez were selected to review and approve the monthly accounts payable bills

2. Process:

In accordance with board policy CHF (Local), the administration has provided all necessary documentation to all board members to comply with this local policy. All the bills have been paid in accordance with the current adopted accounting procedures

3. Fiscal Impact:

The accounts payable listing is provided to Mr. Cal Lambert and Mr. J.J. Suarez for review and approval. Payments are charged to various funding sources and amount to \$1,187,058.96.

4. Recommendation:

Board approval of the accounts payable for the month May 2022 as presented

5. Required:

Board action

6. Contact Person

Superintendent
Chief Financial Officer

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
161	CO-CURRICULAR - ATHLETICS	1,968.98	0.00	10,483.11	12,452.09
162	CO-CURRICULAR - BAND	223.59	0.00	12,885.87	13,109.46
163	CO-CURRIC.-DRILL SQUAD/CHEERLE	22.24	0.00	0.00	22.24
199	GENERAL FUND	69,882.18	0.00	207,491.35	277,373.53
211	TITLE I PART A, BASIC PROGRAMS	12,343.92	0.00	24,832.89	37,176.81
212	TITLE I PART C, MIGRATORY CHLD	842.93	0.00	6,822.26	7,665.19
224	IDEA PART B FORMULA	7,303.78	0.00	3,233.14	10,536.92
225	IDEA PART B PRESCHOOL	262.91	0.00	0.00	262.91
240	FOOD SERVICE	7,762.28	0.00	256,993.97	264,756.25
244	CARL PERKINS	0.00	0.00	813.56	813.56
255	TT II, PT A - TEACHER & PRINCI	937.39	0.00	0.00	937.39
258	PUBLIC CHARTER SCHOOLS	0.00	0.00	329.99	329.99
263	ENGLISH LANG.& AQUISITION LANG	0.00	0.00	147.94	147.94
265	21ST CENTURY (5 YR GRANT)	6,483.93	0.00	13,975.04	20,458.97
266	Title 14, State Fiscal Stabili	0.00	0.00	150,867.62	150,867.62
270	T.VI,PART B, RURAL & LOW INCOM	555.52	0.00	0.00	555.52
281	ESSER II	0.00	0.00	195,550.35	195,550.35
282	ESSER III	10,860.20	0.00	116,201.24	127,061.44
289	FEDERAL SPECIAL REVENUE FUND	170.75	0.00	0.00	170.75
315	SSA-IDEA-DISCRETIONARY	0.00	0.00	1,341.00	1,341.00
428	HS ALLOTMENT	0.00	0.00	12,193.80	12,193.80
429	TEA Various watch for program	283.76	0.00	0.00	283.76
435	SSA RDSFD & STATE DEAF	2,142.67	0.00	0.00	2,142.67
461	Co-Curricular/Campus Accounts	0.00	0.00	36,515.92	36,515.92
481	CACTUS JACK FOUNDATION GRANTS	0.00	0.00	2,065.92	2,065.92
486	SPECIAL REVENUE W/O STIPULATIO	0.00	0.00	0.00	0.00
499	SPECIAL REVENUE W/STIPULATIONS	60.19	0.00	500.00	560.19
865	STUDENT ACTIVITY ACCOUNTS	11,706.77	0.00	0.00	11,706.77
***	Fund Summary Totals ***	133,813.99	0.00	1,053,244.97	1,187,058.96

***** End of report *****

**Consider Approval of Renewal of Food Service Contract
June 20, 2022**

1. Background: Uvalde CISD entered into a new contract with SFE-Southwest Foodservice Excellence in 2021 following the Request for Proposal (RFP) process. The district has the option to extend the contract annually without going through the RFP process by approving annual renewals. This is the first annual renewal opportunity with this contract.

2. Process: UCISD issued a RFP in 2021 that was awarded to SFE. The contract allows for annual renewals.

3. Fiscal Impact: The total expenses for the Food Service Department is projected to be \$3,236,523 with estimated revenue of \$3,324,897. This provides for an estimated \$88,374 in surplus funds to be used to repair or replace cafeteria equipment.

4. Recommendation: Approve the Southwest Foodservice Excellence renewal for the 2022-2023 school year.

5. Action Required: Action required

6. Contact Person: Beth Reavis

Uvalde Cons. Independent School District
SFA Name

232-903
County District Number

01096
CE ID

EXHIBIT A
Texas Department of Agriculture
2022-2023 CONTRACT RENEWAL CHECKLIST
School Food Authority (SFA) Renewal of Food Service Management Company (FSMC) Contract

Per 2 CFR 210.19(a)(5), state agencies must annually review contracts (including all supporting documentation) between SFAs and FSMCs to ensure compliance with federal regulations **before execution of the contract by either party**. Ref: FSMC Guidance for State Agencies, pages 28-30.

This checklist must be completed and submitted to TDA for approval with the referenced items attached no later than December 31, 2021, for contract renewals for the 2022-23 School Year.

Please select each box for which information and/or documents have been provided.

1. Cover letter with the SFA's intent to renew its FSMC contract for the 2022-2023 school year.
2. Contract Renewal Agreement. (Please select boxes where applicable.)
- A. Methodologies for Fee Increases
Fee increases, including Allocated Charges, must be linked to the Consumer Price Index ("CPI"). A methodology and calculation must be provided for any fee increase to reflect the percentage of increase in the CPI. Please select each box below that applies.

Cost Reimbursable Renewals

Administrative Fee Increase/Methodology Attached

Current Administrative Fee \$ _____

Proposed Administrative Fee \$ _____

Management Fee Increase/Methodology Attached

Current Management Fee \$ _____

Proposed Management Fee \$ _____

Fixed Meal-Rate Renewals

Fixed Meal-Rate Increase/Methodology Attached

School Breakfast Program

Current Fee \$1.86 _____

Proposed Fee \$1.93 _____

National School Lunch Program

Current Fee \$1.86 _____

Proposed Fee \$1.93 _____

Uvalde Cons. Independent School District
SFA Name

232-903
County District Number

01096
CE ID

Afterschool Care Program
Current Fee \$ _____
Proposed Fee \$ _____

Other Program(s) Specify CACFP AT-Risk Dinner
Current Fee \$ 2.17
Proposed Fee \$ 2.24

Allocated Charge Increase **Methodology Must Be Attached For Each Allocated Charge Being Increased.**

No Fee Increase

B. Regulatory Changes
SFA must ensure that any changes in regulatory requirements are addressed by an amendment to the contract. Please select box above if SFA included any regulatory changes in renewal agreement. Such attestations are subject to TDA approval.

C. Contract term
The term of any contract renewal must coincide with the upcoming school calendar year. Please review SFA's original contract to determine the correct number of renewals permitted after this renewal.

D. Guaranty

Is there a proposed change to the guaranty defined in the original contract? Choose One

If yes, please specify: Original guaranty amount _____
Proposed guaranty amount _____

Changes to the Guaranty, such as additions to the terms, are not permitted. Guaranty dollar amount changes may not be material changes, i.e., more than \$50,000.

3. Food Service Budget: A Food Service Budget must be completed in the format provided by this office in the Renewal Packet with all line items addressed. Allocated Charges to the SFA must be addressed separately as individual line items.

2021-22 Food Service Budget
Food Service Budget from the school year ending June 2022

2022-23 Food Service Budget
Projected Food Service Budget for the upcoming school year

4. List of Schools Served - Provide a list of schools served by the FSMC and a list of any schools added or deleted from the original contract and subsequent renewals as indicated in the initial RFP solicitation. Adding sites not identified in the initial RFP as a future site constitute a material change and require a new solicitation.

Uvalde Cons. Independent School District
SFA Name

232-903
County District Number

01096
CE ID

5. Certifications - Provide the following signed certifications:
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
 - Exhibit J - Anti-Collusion Affidavit
 - Exhibit K - Certification regarding Lobbying, Disclosure of Lobbying Activities and Instructions
6. Compliance Assessment – Per 2 CFR 210.19(a)(5), TDA may not approve renewals and/or contracts for operations that do not comply with federal regulations. Therefore, please provide the following documentation:
- Annually required monitoring form completed by the district designated oversight representative. If new year not complete, send the most recent. Submission must include corrective action and follow up reviews related to ensure compliance.
 - USDA foods reconciliation
- Did you have an administrative review by TDA this year? Yes No
- If yes, did your district have any findings in areas managed by the FSMC vendor?
- Yes No If yes, please explain the finding(s) and how/if resolved?

Did any of the findings result in fiscal action? Yes No If yes, please explain the finding (s) and how/if resolved.

7. District Employee to Contact - Provide the following information for the individual at the SFA responsible for answering questions and correspondence concerning its food service operation:
- | | |
|------------------|-----------------------------------|
| Name | <u>Beth Reavis</u> |
| Job Title | <u>Chief Financial Officer</u> |
| Telephone Number | <u>(830) 278-6655</u> |
| Fax Number | <u>(830) 591-4909</u> |
| Email Address | <u>ereavis1781@uvaldecisd.net</u> |

Uvalde Cons. Independent School District
SFA Name

232-903
County District Number

01096
CE ID

I certify that the information and documentation provided herein is true and correct to the best of my knowledge and that I am the person authorized to sign herein.

By: Hal Harrell
(Signature)

December 15, 2021
(Date)

Dr. Hal Harrell
(Printed name of person signing)

UCISD Superintendent
(Position/Title)

Date: 12/09/2021

Texas Department of Agriculture
Food and Nutrition Division
P. O. Box 12847
Austin, Texas 78711
Telephone: (888) 839-5437
Fax: (888) 203-6593

RE: TDA 2019-2020 FSMC Renewal Packet

To Whom It May Concern:

On behalf of Uvalde CISD, I am pleased to notify you of our intent to renew our food service management contract with Southwest Foodservice Excellence for July 1, 2022 through June 30, 2023.

Per TDA instructions, I have included the following required documents for the 2022-2023 renewal process.

- The completed TDA Contract Renewal Checklist;
- Contract Renewal Agreement
- Copy of the food service budget for the current year (actual numbers), and the proposed budget for the upcoming 2022-2023 school year (in the format provided by TDA); and
- A current list of SFA campuses served by the FSMC.
- Required federal certifications:
 - Suspension Debarment Certification Form;
 - Anti-Collusion Affidavit;
 - Lobbying Certification Form

Should you have any questions, please do not hesitate to call.

Sincerely,

Dr. Hal Harrell
Superintendent
12/09/2021

**School Food Authority (SFA) –
Food Service Management Company (FSMC)
Contract Document Checklist
Section A-Cover Sheet**

SFA Use: A review of the following attached document(s) was completed relative to the applicable requirements contained in this checklist:

Proposed Document:

Request for Proposal (RFP) Contract

Completed Documents:

Bid Documents (RFP/Signed Contract)

Contract Renewal: Indicate the reason for either a renewal fee increase or decrease, if applicable:

1st Renewal 2nd Renewal 3rd Renewal 4th Renewal

Period Covered by Renewal: From: July 1, 2022 To: June 30, 2023
(Date) (Date)

For Awarded Contract (Please attach sheet if additional space is needed.):

Name of FSMC: Southwest Foodservice Excellence LLC

Agreement Number: 240-01-2021 Contract Value: _____

School Food Authority: UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

School Name(s):

Uvalde High School:	1 Coyote Trail, Uvalde, TX 78801	(SBP,NSLP,CACFP)
Morales Junior High School:	615 Studer St. Uvalde, TX 78801	(SBP,NSLP,CACFP)
Robb Elementary School,	715 Old Carrizo Rd., Uvalde, TX 78801	(SBP,NSLP,CACFP)
Uvalde Dual Language Academy	224 N. Benson Rd. Uvalde, TX 78801	(SBP,NSLP,CACFP)
Dalton Elementary School:	600 N. Fourth St. Uvalde, TX 78801	(SBP,NSLP,CACFP)
Flores Elementary School	901 North Getty St. Uvalde, TX 78801	(SBP,NSLP,CACFP)
Crossroads Academy:	600 Dean St., Uvalde, TX 78801	(SBP,NSLP)
Batesville School:	496 Garden St, Batesville, TX 78829	(SBP,NSLP,CACFP)

Period Covered by Contract. From: July 1, 2022 To: June 30, 2023
(Date) (Date)

SFA Authorized Representative: Val Samuel Date 4.8.2022
(Signature)

State Agency Use Only

Date Received: _____

Action Taken: _____

State Agency Reviewer: _____ Date: _____
(Signature)

7 CFR §210.16 FSMC Contract

7 CFR §210.16(a) *General*. Any SFA (including a State agency acting in the capacity of a SFA) may contract with a FSMC to manage its foodservice operation in one or more of its schools. However, no school or SFA may contract with a FSMC to operate an a la carte food service unless the company agrees to offer free, reduced-price, and paid reimbursable lunches to all eligible children. Any school food authority that employs a FSMC in the operation of its nonprofit school food service shall:

Contract Page #	Requirement
<input checked="" type="checkbox"/> 6.14	(1) Adhere to the procurement standards specified in 7 CFR §210.21 and 2 CFR §200 when contracting with the FSMC (Use 7 CFR §210.21 Checklist to validate);
<input checked="" type="checkbox"/> 11	(2) Ensure that the food service operation is in conformance with the school food authority's agreement under the Program;
<input checked="" type="checkbox"/> 13	(3) Monitor the foodservice operation through periodic onsite visits;
<input checked="" type="checkbox"/> 15	(4) Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals;
<input checked="" type="checkbox"/> 12	(5) Retain signature authority on the State agency- SFA agreement, free and reduced-price policy statement and claims;
<input checked="" type="checkbox"/> 19,22	(6) Ensure that all federal USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFAs nonprofit school food service and are fully utilized therein;
<input checked="" type="checkbox"/> 29,30	(7) Maintain applicable health certification and assure that all state and local regulations are being met by a FSMC preparing or serving meals at a SFA facility;
<input checked="" type="checkbox"/> 16	(8) Establish an advisory board composed of parents, teachers, and students to assist in menu planning;
<input checked="" type="checkbox"/> 24	(9) Obtain written approval of invitations for bids and requests for proposals before their issuance when required by the state agency. The SFA must incorporate all state agency required changes to its solicitation documents before issuing those documents;
<input checked="" type="checkbox"/> 7,37,39	(10) Ensure that the State agency has reviewed and approved the contract terms and that the SFA has incorporated all State agency requirements into the contract before any contract or amendment to an existing FSMC contract is executed. Any changes made by the SFA or a FSMC to a State agency pre-approved prototype contract or state agency-approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the SFA must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency
<input checked="" type="checkbox"/> 23	(11) Ensure that the FSMC implements the professional hiring and training standards for school food service personnel (7 CFR §210 and §235).
<input checked="" type="checkbox"/> 16	(12) Ensure that food and beverage service for all a la carte beverage and food items meet the competitive food nutritional standards (7 CFR §210).

(b) *Invitation to bid*. In addition to adhering to the procurement standards under 7 CFR §210.21 and 2 CFR §200, SFAs contracting with FSMCs shall ensure that:

	Contract Page #	Requirement
<input checked="" type="checkbox"/>	16,17,36	(1) The invitation for bids or request for proposals contains a 21-day cycle menu developed in accordance with the provisions of 7 CFR §210.10, to be used as a standard for the purpose of basing bids or estimating the average cost per meal. A SFA with no capability to prepare a cycle menu may, with State agency approval, require that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR §210.10, with its bid or proposal. The FSMC must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA.
<input checked="" type="checkbox"/>	31,32	(2) Any invitation to bid or request for proposals indicates that nonperformance subjects the FSMC to specified sanctions in instances where the FSMC violates or breaches contract terms. The SFA shall indicate these sanctions in accordance with the procurement provisions stated in 7 CFR §210.21 and 2 CFR §200. (Use 7 CFR §210.21 Checklist to validate).

(c) *Contracts.* Contracts that permit all income and expenses to accrue to the FSMC and “cost-plus-a-percentage-of-cost” and “cost-plus-a-percentage-of-income” contracts are prohibited.

	Contract Page #	Requirement
<input checked="" type="checkbox"/>	12	(1) Contractual agreements with FSMCs shall include provisions that ensure that the requirements of this section are met.

Such agreements shall also include the following:

	Contract Page #	Requirement
<input checked="" type="checkbox"/>	15,31	(1) The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA, upon request, and shall be retained in accordance with 7 CFR §210.23(c).
<input checked="" type="checkbox"/>	26	(2) The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 CFR §210.16(c) (2)).
<input checked="" type="checkbox"/>	15	(3) No payment is to be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in 7 CFR §210.10, or do not otherwise meet the requirements of the contract. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

(d) *Duration of contract.* The contract between a SFA and FSMC shall be of a duration of no longer than 1 year and options for the yearly renewal of a contract may not exceed 4 additional years.

7 CFR §250 Food Distribution FSMC Contract Provisions

7 CFR §250.53(a) *Contract Provisions.* Required contract provisions in fixed-price contracts. The following provisions relating to the use of USDA Foods must be included, as applicable, in a recipient agency’s fixed-price contract with a FSMC. Such provisions must also be included in procurement documents. The required provisions are:

	Contract Page #	Requirement
<input checked="" type="checkbox"/>	19,21,66	(1) A statement that the FSMC must credit the recipient agency for the value of all USDA Foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR §250.51(a) and 7 CFR §250.52(c);
<input checked="" type="checkbox"/>	20,21	(2) The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA foods has been credited 7 CFR §250.51(a) and 7 CFR §250.52(c);
<input checked="" type="checkbox"/>	20,25	(3) The method of determining the USDA food values to be used in crediting, in accordance with 7 CFR §250.51(c), or the actual USDA food values;
<input checked="" type="checkbox"/>	19	(4) Any activities relating to USDA foods that the FSMC will be responsible for, in accordance with 7 CFR §210.16 and 7 CFR §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR §250;
<input checked="" type="checkbox"/>	20	(5) A statement that the FSMC will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service (7 CFR §250.52(c); 7 CFR §250.53(a)(5);
<input checked="" type="checkbox"/>	20	(6) A statement that the FSMC will use all other USDA foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA foods, in the recipient agency's food service (7 CFR §250.51(a);
<input checked="" type="checkbox"/>	20	(7) Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in 7 CFR §210.16 and 7 CFR §250(d) and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of USDA foods contained in such end products at the processing agreement value;
<input checked="" type="checkbox"/>	18	(8) Assurance that the FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR §250(d); 7 CFR §250.53(a)(8);
<input checked="" type="checkbox"/>	20	(9) Assurance that the FSMC will comply with the storage and inventory requirements for USDA foods 7 CFR §210.16 and 7 CFR §250.50(d);
<input checked="" type="checkbox"/>	21	(10) A statement that the distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's foodservice operation, including the review of records, to ensure compliance with requirements for the management and use of USDA foods. 7 CFR §210.9(b)(17), 2 CFR §200.333, and 2 CFR §200.318(b);
<input checked="" type="checkbox"/>	13,21	(11) A statement that the FSMC will maintain records to document its compliance with requirements relating to USDA foods, in accordance with 7 CFR §250.54(b); and
<input checked="" type="checkbox"/>	21,22	(12) A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods (7 CFR §250.33(a)(12).

**Appendix II to Part 200—Contract Provisions for Non-Federal
Entity Contracts Under Federal Awards**

	Contract Page #	Requirement
<input checked="" type="checkbox"/>	35	(1) Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. In any case, contracts in excess of the states or state agency threshold must address the foregoing. The State of Texas simplified threshold is set at \$50,000
<input checked="" type="checkbox"/>	31,32	(2) Termination for Cause. All contracts in excess of \$10,000 must address termination for cause and convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
<input checked="" type="checkbox"/>	2,55	(3) Equal Employment Opportunity (41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60)). Construction solicitations/contracts using federal funds; prohibit hiring practices that do not provide an equal opportunity for all persons without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
<input checked="" type="checkbox"/>	57	(4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Construction solicitations/contracts exceeding \$2,000 using federal funds; require contractors and subcontracts to include actual wage determinations in bid specifications and contracts.
<input checked="" type="checkbox"/>	55	(5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Solicitations/contracts that involve mechanics or laborers exceeding \$100,000 using federal funds; establish standards for hourly and salaried employees related to workweek and overtime.
<input checked="" type="checkbox"/>	33	(6) Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2). Solicitations/contracts using federal funds; requires all contractors to observe all applicable patent rights, copyright, and rights laws in operating the program.
<input checked="" type="checkbox"/>	55	(7) Clean Air Act (42 U.S.C. 7606) and the Federal Water Pollution Control Act (33 U.S.C.13687, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (Title 40 CFR), as amended. Solicitations/contracts exceeding \$150,000 using federal funds; requires compliance with all applicable standards, orders, and regulations; prohibits the award of contracts to contractors that are in violation of the Clean Air Act. Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.
<input checked="" type="checkbox"/>	55	(8) Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871). Solicitations/contracts using federal funds; establish standards for the promotion of energy and water conservation methods when feasibly obtainable.
<input checked="" type="checkbox"/>	36	(9) Debarment and Suspension (2 CFR §200.113; 31 U.S.C. 3321). Solicitations/contracts must include a requirement that contracts cannot be awarded to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR

		180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
<input checked="" type="checkbox"/>	55,60,64	(10) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Solicitations/contracts exceeding \$100,000 using federal funds; requires a contractor to complete specific forms related to lobbying (influencing or attempting to influence) in connection with obtaining a contract.
<input type="checkbox"/>		(11) <i>Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act)</i> . Solicitations/contracts exceeding \$10,000 using federal funds; requires contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available and when applicable to the services and /or products to be procured.
<input checked="" type="checkbox"/>	2,55	(12) <i>Civil Rights (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)</i> . Solicitations/contracts using federal funds; prohibits discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.
<input checked="" type="checkbox"/>	5,55	(13) <i>Historically Underutilized Businesses (HUB) (2 CFR §200.321)</i> . Solicitations/contracts using federal funds; require contractors to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises whenever to the maximum extent possible.

Notice

The suggested form below is provided as an option to address regulatory changes that effect the 2022-2023 school year. School Food Authorities may add other language or sections to this amendment form to amend their Food Service Management Contracts, consistent with their customary business practices and applicable law and regulations.

REQUEST FOR PROPOSAL AND CONTRACT NO. 240-01-2021 (Contract #) BETWEEN
UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, SFA, AND Southwest Foodservice Excellence LLC, FSMC
.First AMENDMENT

This Contract Amendment (Amendment) is made in consideration of the mutual covenants and Agreements contained herein by and between UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, School Food Authority, (SFA), and Southwest Foodservice Excellence LLC, Food Service Management Company, (FSMC), to amend the Request for Proposal and Contract No. 240-01-2021 (Contract) that was executed by SFA and FSMC on July 1, 2021 (Date).

The Contract is amended as follows:

1. Throughout the Contract, the terms "USDA commodities" are deleted and replaced with the current term for such commodities, which is "USDA Foods."
2. Page 2 of the Contract and Exhibit G, "Schedule of Applicable Laws," are amended by deleting the existing nondiscrimination statements and replacing them in their entirety with the following assurance:

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed, to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Program applicant."

3. Section II, A. "Legal Notice," and Exhibit G, "Schedule of Applicable Laws," are amended by adding the following statement encouraging the use of Historically Underutilized Businesses (HUBs):

“The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.”

4. Section II, C. **“Procurement Method,”** second bulleted paragraph, is amended by adding the following statement that price must be the primary factor for all proposal evaluations: **“USDA policy requires price to be the primary evaluation factor.”**
5. Section III, A. **“Definitions,”** is amended by deleting the reference, if any, and definition for **“Retroactive Incentive Fee”** and replacing it with the following definition for **“Incentive fee”**:
 - **“Incentive Fee” means an additional fee paid as an incentive to the FSMC to improve SFA’s food service participation, the amount of which depends on FSMC’s performance during the current school year and related to a benchmark number established by the SFA. Incentive Fees may only apply to meals served in the SFA’s food service operation during the current school year;”** and
 - **The option for and reference to a “Retroactive Incentive Fee” in Section III, B is hereby deleted.**
6. Section III, B. **“Scope and Purpose of this Contract,”** is amended by adding the following to the Contract:
 - **“The duration of the contract, unless terminated in accordance with Section III, Paragraph L, is valid for the 2022-2023 school year;”**
 - **“This contract and this Amendment is for a one-year period beginning July 1, 2022, and terminating on June 30, 2023;”**
 - **“This contract may be renewed as allowed by regulation provided the parties have not exhausted all renewals remaining under the contract for additional one-year terms upon mutual agreement between the SFA and FSMC and is subject to the fulfillment of all contract terms;”** and
 - **“The SFA is responsible for the establishment and maintenance of the free and reduced-price meal eligibility documentation.”**
7. Section III, C. **“Food Service of the Contract,”** is amended by adding the following to the Contract:
 - **“The FSMC will provide meals on days and times as requested by the SFA and in alignment with the SFA school calendar;”**
 - **“The FSMC will provide meals in compliance with the meal pattern as required by USDA and reflected in TDA guidance;”** and,
 - **“When an accommodation is made without a medical disability, the FSMC must provide the same special dietary accommodation for all students if a special dietary accommodation is made for one student.”**
8. Section III, D. **“Use of Advisory Group/Menus,”** and Exhibit G, **“Schedule of Applicable Laws”** of this contract are amended by adding the following statements at the end of those sections:

“There is no requirement for submission of a 21-day a la carte menu. All a la carte sales must be in compliance with the competitive foods requirements of this Contract and applicable federal regulations.”

9. Section III, E. "Purchases" of the Contract is amended by deleting the existing option choices related to procurement and adding the following statements and provisions to that section:
- "The FSMC must disclose all credits, discounts, rebates, allowances, and incentives received by the FSMC on invoices submitted for payment;"
 - "The FSMC must credit the SFA's monthly bill/invoice for the market value of all credits, discounts, and rebates for purchases made on behalf of the SFA and provide documentation which allows the SFA to audit the accuracy of credits, discounts, and rebates for purchases made on behalf of the SFA;"
 - "The SFA must ensure there is no conflict of interest between the SFA's contracted FSMC and any third-party purchasing agent, including, but not limited to, ensuring that there are no duplicative fees for products or services provided by both the FSMC and any third-party purchasing agent;"
 - "If the FSMC is acting as the purchasing agent on behalf of the SFA that the FSMC purchases must be in compliance with all applicable local, state, and federal regulations;"
 - The following options related to procurement are added to the contract and provide three options to the SFA: "(1) SFA performs all purchasing for the food service operation; (2) FSMC performs all purchasing for the food service operation, including, but not limited to, USDA Foods processing; or (3) FSMC performs all purchasing for the food service operation, excluding USDA Foods processing."
 - The options related to geographic preference in procurement are hereby updated as follows:
 - "SFA requires the FSMC to work with the SFA to establish a process for incorporating geographic preferences in the procurement of food and food products; OR The SFA does not require the FSMC to work with SFA to establish a process for incorporating geographic preference;" and
 - "The FSMC must use the SFA's USDA Foods allocation for the benefit of the SFA. Fulfillment of the contract provisions related to USDA Foods is a requirement that must be met before renewal of the Contract can be approved."
10. Section III, F. "USDA Foods" of the Contract is amended by adding the following statements:
- "The SFA must ensure that the full value of USDA Foods is used in the meal service each year;"
 - "The SFA must maintain final responsibility for management and oversight for procuring processing agreements and general management of USDA Foods;"
 - "The FSMC must credit the SFA for the full value of USDA Foods contained in end products at the processing agreement value as described in the Contract;" and
 - "The method used to determine the value of USDA Foods cannot be established through a post-award negotiation or by any other method that may directly or indirectly alter the terms and conditions of the procurement contract."
11. Section III, K. "Books and Records of the Contract," is amended by adding the following statements to that section as necessary:
- "The SFA must conduct an internal audit of food, labor, and other expense for cost-reimbursable contracts;" and
 - "For purposes of this Contract, "paid adult meals" constitute nonprogram revenue."

12. Section III, O. "Optional Requirements to Be Included," of the Contract is amended by adding the following provision at the end of that section:
"The reimbursement of Contractor for duplicative costs is prohibited if SFA owns or purchases the Point of Service or Point of Sale system (POS) and FSMC as Contractor is merely operating or using such SFA POS system."
13. Exhibit C, "Food Service Budget-Continued," of the Contract is amended; the new format must be utilized.
14. Exhibit M, "Purchase Discounts, Rebates, Credits, and Value of USDA Foods" of the Contract is amended by stating as follows:
 - "The SFA shall verify the accuracy of credits, discounts, rebates, and the full value of USDA Foods;" and
 - "The FSMC shall be required to submit documentation to the SFA which will allow the SFA to verify the accuracy of credits, discounts, rebates and the full value of USDA Foods."
15. All other terms of this Contract executed by SFA and FSMC shall remain the same.
16. This Amendment is only valid for the 2022-2023 school year. This Amendment shall terminate on June 30, 2023. This Amendment is executed by the Parties in their capacities, as stated below. All parties represent and warrant that the persons signing this Amendment are authorized to bind the respective parties.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Amendment to the Contract shall be in effect as of the date of execution by the SFA and ending on June 30, 2023, and may be renewed by mutual agreement with another Amendment if provided in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Name of SFA

Hal Harrell

Signature of Authorized Representative

Hal Harrell

Typed Name of Authorized Representative

Superintendent

Title

4/8/2022

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Southwest Foodservice Excellence LLC.

Name of FSMC

Monty Staggs

Signature of Authorized Representative

Monty Staggs

Typed Name of Authorized Representative

CEO

Title

04/08/2022

Date Signed

Methodology for Calculation of Increase in
Cost Per Meal Fee

SFE has utilized the following methodology in calculating the increase in its Cost Per Meal Fee Expense for the 2022-2023 school year.

SFE has compared the Not Seasonally Adjusted value of the Consumer Price Index-All Urban Consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics:

(% base period),
for January 2021 and January 2022

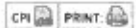
SFE calculated the increase on a percentage basis in the CPI during such period. SFE's Cost Per Meal Fee were then increased by a percentage equivalent to or less than the percentage increase in the CPI over the measured period.

SFE will be using the percentage increase of: 3.00%

	<u>2021- 2022</u>			<u>2022-2023</u>
Cost Per Meal Breakfast (SBP Breakfast)	\$1.86	x	1.0300	= <u>\$1.92</u>
Cost Per Meal Lunch (NSLP Lunch)	\$1.86	x	1.0300	= <u>\$1.92</u>
Cost Per Meal Dinner(CACFP At-Risk Dinner)	\$2.17	x	1.0300	= <u>\$2.24</u>


U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Economic News Release > Consumer Price Index

Economic News Release

Consumer Price Index Summary

 Transmission of material in this release is embargoed until
 8:30 a.m. (ET) November 10, 2021 USDL-21-1973

 Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
 Media Contact: (202) 691-5902 • PressOffice@bls.gov
CONSUMER PRICE INDEX - OCTOBER 2021

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.9 percent in October on a seasonally adjusted basis after rising 0.4 percent in September, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.2 percent before seasonal adjustment.

The monthly all items seasonally adjusted increase was broad-based, with increases in the indexes for energy, shelter, food, used cars and trucks, and new vehicles among the larger contributors. The energy index rose 4.8 percent over the month, as the gasoline index increased 6.1 percent and the other major energy component indexes also rose. The food index increased 0.9 percent as the index for food at home rose 1.0 percent.

The index for all items less food and energy rose 0.6 percent in October after increasing 0.2 percent in September. Most component indexes increased over the month. Along with shelter, used cars and trucks, and new vehicles, the indexes for medical care, for household furnishing and operations, and for recreation all increased in October. The indexes for airline fares and for alcoholic beverages were among the few to decline over the month.

The all items index rose 6.2 percent for the 12 months ending October, the largest 12-month increase since the period ending November 1990. The index for all items less food and energy rose 4.6 percent over the last 12 months, the largest 12-month increase since the period ending August 1991. The energy index rose 30.0 percent over the last 12 months, and the food index increased 5.3 percent.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Oct. 2021
	Apr. 2021	May 2021	June 2021	July 2021	Aug. 2021	Sep. 2021	Oct. 2021	
All items.....	.8	.6	.9	.5	.3	.4	.9	6.2
Food.....	.4	.4	.8	.7	.4	.9	.9	5.3
Food at home.....	.4	.4	.8	.7	.4	1.2	1.0	5.4
Food away from home (1)...	.3	.6	.7	.8	.4	.5	.8	5.3
Energy.....	-1.1	.0	1.5	1.6	2.0	1.3	4.8	30.0
Energy commodities.....	-1.4	-.6	2.6	2.3	2.7	1.3	6.2	49.5
Gasoline (all types)....	-1.4	-.7	2.5	2.4	2.8	1.2	6.1	49.6
Fuel oil (1).....	-3.2	2.1	2.9	.6	-2.1	3.9	12.3	59.1
Energy services.....	1.5	.7	.2	.8	1.1	1.2	3.0	11.2
Electricity.....	1.2	.3	-.3	.4	1.0	.8	1.8	6.5
Utility (piped) gas service.....	2.4	1.7	1.7	2.2	1.6	2.7	6.6	28.1
All items less food and energy.....	.9	.7	.9	.3	.1	.2	.6	4.6
Commodities less food and energy.....	2.0	1.8	2.2	.5	.3	.2	1.0	8.4
New vehicles.....	.5	1.6	2.0	1.7	1.2	1.3	1.4	9.8
Used cars and trucks....	10.0	7.3	10.5	.2	-1.5	-.7	2.5	26.4
Apparel.....	.3	1.2	.7	.0	.4	-1.1	.0	4.3
Medical care commodities (1).....	.6	.0	-.4	.2	-.2	.3	.6	-.4
Services less energy.....	.5	.4	.4	.3	.0	.2	.4	3.2
Shelter.....	.4	.3	.5	.4	.2	.4	.5	3.5
Transportation services	2.9	1.5	1.5	-1.1	-2.3	-.5	.4	4.5
Medical care services...	.0	-.1	.0	.3	.3	-.1	.5	1.7

1 Not seasonally adjusted.

Food

The food index increased 0.9 percent in October, the same increase as in September.

The food at home index increased 1.0 percent over the month as all six major grocery store food group indexes continued to rise. The index for meats, poultry, fish, and eggs continued to rise sharply, increasing 1.7 percent following a 2.2-percent increase in September. The index for beef rose 3.1 percent over the month.

The index for other food at home rose 1.2 percent over the month, its largest monthly increase since April 2020, near the onset of the pandemic. The index for cereals and bakery products rose 1.0 percent in October following a 1.1-percent increase the prior month. The index for nonalcoholic beverages rose 0.8 percent in October, the index for dairy and related products rose 0.2 percent, and the index for fruits and vegetables advanced 0.1 percent.

The food away from home index rose 0.8 percent in October after increasing 0.5 percent in September. The index for full service meals rose 0.9 percent and the index for limited service meals increased 0.8 percent over the month.

The food at home index rose 5.4 percent over the past 12 months as all of the six major grocery store food group indexes increased over the period. The index for meats, poultry, fish, and eggs increased 11.9 percent, with the index for beef rising 20.1 percent and the index for pork rising 14.1 percent, its largest 12-month increase since the period ending December 1990. The other major grocery store food group indexes also increased over the last 12 months with increases ranging from 1.8 percent (dairy and related products) to 4.5 percent (nonalcoholic beverages).

The index for food away from home rose 5.3 percent over the last year. The index for limited service meals rose 7.1 percent over the last 12 months, and the index for full service meals rose 5.9 percent, both the largest 12-month increases in the history of the respective series. The index for food at employee sites and schools declined sharply over the past year, falling 45.4 percent.

Energy

The energy index rose 4.8 percent in October after rising 1.3 percent in September. The gasoline index rose 6.1 percent in October, its fifth consecutive monthly increase. (Before seasonal adjustment, gasoline prices rose 3.7 percent in October.) The index for natural gas rose 6.6 percent over the month, its largest monthly increase since March 2014. The electricity index increased 1.8 percent in October, its largest 1-month increase since May 2014, while the fuel oil index also rose sharply, increasing 12.3 percent.

The energy index rose 30.0 percent over the past 12 months, its largest 12-month increase since the period ending September 2005. All the major energy component indexes increased sharply over the last 12 months. The gasoline index rose 49.6 percent over the last year, and is now at its highest level since September 2014. The fuel oil index increased sharply over the year, rising 59.1 percent. The index for natural gas rose 28.1 percent over the last 12 months, and the electricity index rose 6.5 percent.

All items less food and energy

The index for all items less food and energy rose 0.6 percent in October as most major component indexes increased. The shelter index increased 0.5 percent over the month, as the indexes for rent and owners' equivalent rent both rose 0.4 percent and the index for lodging away from home increased 1.4 percent. Major vehicle indexes also rose in October. The index for used cars and trucks rose 2.5 percent after declining in August and September. The index for new vehicles rose 1.4 percent in October, its seventh consecutive monthly increase.

The medical care index increased in October, rising 0.5 percent, its largest monthly increase since May 2020. The index for hospital services rose 0.5 percent, and the index for prescription drugs advanced 0.6 percent; the index for physicians' services was unchanged. The household furnishings and operations index rose 0.8 percent, and the recreation index increased 0.7 percent. Also rising in October were the indexes for personal care (0.6 percent), tobacco (1.9 percent), education (0.2 percent), and communication (0.1 percent).

The motor vehicle insurance index and the apparel index were both unchanged in October. The index for airline fares was one of the few to decline, falling 0.7 percent; the index for alcoholic beverages decreased 0.2 percent.

The index for all items less food and energy rose 4.6 percent over the past 12 months. Component indexes rising more include used cars and trucks (26.4 percent) and new vehicles (9.8 percent, the largest 12-month increase since the period ending May 1975). Indexes rising less than 4.6 percent include shelter (3.5 percent) and medical care (1.3 percent). Few major component indexes declined over the past year; one exception is airline fares (-4.6 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 6.2 percent over the last 12 months to an index level of 276.589 (1982-84=100). For the month, the index increased 0.8 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 6.9 percent over the last 12 months to an index level of 271.552 (1982-84=100). For the month, the index rose 0.9 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 6.1 percent over the last 12 months. For the month, the index increased 0.8 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to

12 months are subject to revision.

The Consumer Price Index for November 2021 is scheduled to be released on Friday, December 10, 2021 at 8:30 a.m. (ET).

Coronavirus (COVID-19) Pandemic Impact on October 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended almost entirely since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in October was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visits or telephone calls by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a

percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see <https://www.bls.gov/cpi/tables/variance-estimates/home.htm>.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2021.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this "prior adjusted" data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2021, BLS adjusted 72 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, electricity, and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2021, revised seasonal factors and seasonally adjusted indexes for 2016 to 2020 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2020 will be applied to data for 2021 to produce the seasonally adjusted 2021 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data

will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. Thirty-four of the 81 components of the U.S. city average all items index are not seasonally adjusted for 2021.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm or contact the CPI seasonal adjustment section at 202-691-6968 or cpiseas@bls.gov.

Information from this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Federal Relay Service: 1-800-877-8339.

- [Table 1. Consumer Price Index for All Urban Consumers \(CPI-U\); U.S. city average, by expenditure category](#)
- [Table 2. Consumer Price Index for All Urban Consumers \(CPI-U\); U.S. city average, by detailed expenditure category](#)
- [Table 3. Consumer Price Index for All Urban Consumers \(CPI-U\); U.S. city average, special aggregate indexes](#)
- [Table 4. Consumer Price Index for All Urban Consumers \(CPI-U\); Selected areas, all items index](#)
- [Table 5. Chained Consumer Price Index for All Urban Consumers \(C-CPI-U\) and the Consumer Price Index for All Urban Consumers \(CPI-U\); U.S. city average, all items index](#)
- [Table 6. Consumer Price Index for All Urban Consumers \(CPI-U\); U.S. city average, by expenditure category, 1-month analysis table](#)
- [Table 7. Consumer Price Index for All Urban Consumers \(CPI-U\); U.S. city average, by expenditure category, 12-month analysis table](#)
- [HTML version of the entire news release](#)

[The PDF version of the news release](#)

[News release charts](#)

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Last Modified Date: November 10, 2021

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE
Washington, DC 20212-0001

Telephone: 1-202-691-7000, www.bls.gov/CPI [Contact CPI](#)

School Food Authority (SFA): Uvalde Cons. Independent School District CE ID: 01096
 Food Service Budget School Year 2022-2023

Fixed-Rate Budget Worksheet Tool
 [Optional: To be completed by SFA to assist with budget preparation]

Projected Revenue: Based on 180 days of meal service in the School Year 2019-2020 and 2021-22 reimbursement rates.

Check one:

These numbers are based on projected revenues for School Year 2022-2023 using the months of September 2022 through August 2023 [insert month/year].

These numbers are based on actual revenue from the School Year _____.

Breakfast

	Sales Revenue	Federal/State Reimbursement	Total Revenue
Free	XX	\$ 951,192.00	\$ 951,192.00
Reduced-Priced			
Paid			
Total		\$ 951,192.00	\$ 951,192.00

Lunch

	Sales Revenue	Federal/State Reimbursement	Total Revenue
Free	XX	\$ 2,026,322.00	\$ 2,026,322.00
Reduced-Priced			
Paid			
Total		\$ 2,026,322.00	\$ 2,026,322.00

A la carte/Non-Program Revenue (catering, concessions, adult meals, other non-reimbursable)

	Sales Revenue	Federal/State Reimbursement	Total Revenue
A la carte Students	\$ 155,275.00	XX	\$ 155,275.00
A la carte Adults	\$ 19,404.00	XX	\$ 19,404.00
Catering		XX	
Concessions		XX	
Other (specify)		XX	
Total	\$ 174,680.00	XX	\$ 174,680.00

Afterschool Snacks (NSLP ASCP or CACFP At-Risk)

	Sales Revenue	Federal/State Reimbursement	Total Revenue
Free	XX		
Reduced-Priced			
Paid			
Total			

Other

	Sales Revenue	Federal/State Reimbursement	Total Revenue
CACFP At-Risk Supper	XX	\$ 172,700.00	\$ 172,700.00
Special Milk			
Total		\$ 172,700.00	\$ 172,700.00

Total Program Reimbursements: \$ 3,150,214.00

Total Projected Revenue: Total Sales Revenue + Total Federal/State Reimbursement: \$ 3,324,897.00

Projected Expenses:

School Food Authority (SFA): Uvalde Cons.Independent School District CE ID: 01096
Food Service Budget School Year 2022-2023

Reimbursable Breakfast Meal Rate Fee	\$ 773,850.00
Reimbursable Lunch Meal Rate Fee	\$ 992,484.48
Reimbursable Snack Meal Rate Fee	
Reimbursable Supper Meal Rate Fee (CACFP)	\$ 88,422.40
À la carte Sales Revenue	\$ 85,557.55
Catering Revenue	
Other Non-Program Revenue	
SFA Direct Expense	\$ 1,296,209.00
Total Expenses	\$ 3,236,523.00

All non-program revenue in dollars must be converted to Meal Equivalents to estimate expense. Formula to convert is: Sales: Revenue in Dollars / (Free reimbursement rate + USDA foods entitlement rate) x per meal rate

Consolidated Food Service Budget School Year 2022-2023

Revenue:

Local

Student Breakfast Sales Revenue	
Student Lunch Sales Revenue	
Adult & À la carte Sales Revenue	\$ 174,680.00
Catering & Other Non-Program Revenue	
Total Sales:	\$ 174,680.00

Reimbursement

School Breakfast Program	\$ 951,192.00
National School Lunch Program	\$ 2,026,322.00
After School/At-Risk Snack Program	
At-Risk CACFP Supper Program	\$ 172,700.00
State Matching Reimbursement	
Other Federal/State Reimbursement	
Total Reimbursement	\$ 3,150,214.00

Total Revenue: (Total Sales + Total Reimbursement)

\$ 3,324,897.00

Expenses:

Reimbursable Breakfast Meal Rate Fee	\$ 773,850.00
Reimbursable Lunch Meal Rate Fee	\$ 992,484.48
Reimbursable Snack Meal Rate Fee	
Reimbursable Supper Meal Rate Fee (CACFP)	\$ 88,422.40
À la carte Sales	\$ 85,557.55
Catering	
Other Non-Program	
SFA Direct Expense	\$ 1,296,209.00
Optional Requirement/Other	
Total Expenses:	\$ 3,236,523.00

Estimated Budget Projection: Total Revenue – Expenses:

\$ 88,374.00

USDA Foods Entitlement Allocation Estimate:

\$265,000.00

Is there a guarantee required in the initial year contract?

Yes No If yes, amount \$1,000.00

Is there an equipment investment provision in the initial contract?

Yes No If yes, amount \$

School Food Authority (SFA): Uvalde Cons.Independent School District CE ID: 01096
Food Service Budget School Year 2021-2022

Reimbursable Breakfast Meal Rate Fee	\$ 773,577.83
Reimbursable Lunch Meal Rate Fee	\$ 890,408.36
Reimbursable Snack Meal Rate Fee	\$ 25,031.88
Reimbursable Supper Meal Rate Fee (CACFP)	\$ 89,766.14
À la carte Sales Revenue	\$ 74,502.49
Catering Revenue	
Other Non-Program Revenue	
SFA Direct Expense	\$ 1,530,405.30
Total Expenses	\$ 3,383,692.00

All non-program revenue in dollars must be converted to Meal Equivalents to estimate expense. Formula to convert is: Sales: Revenue in Dollars / (Free reimbursement rate + USDA foods entitlement rate) x per meal rate

Consolidated Food Service Budget School Year 2021-2022

Revenue:

Local

Student Breakfast Sales Revenue	
Student Lunch Sales Revenue	
Adult & À la carte Sales Revenue	\$ 157,016.00
Catering & Other Non-Program Revenue	
Total Sales:	\$ 157,016.00

Reimbursement

School Breakfast Program	\$ 970,215.84
National School Lunch Program	\$ 2,066,848.44
After School/At-Risk Snack Program	\$ 13,458.56
At-Risk CACFP Supper Program	\$ 176,154.00
State Matching Reimbursement	
Other Federal/State Reimbursement	
Total Reimbursement	\$ 3,226,676.84

Total Revenue: (Total Sales + Total Reimbursement)

\$ 3,383,692.00

Expenses:

Reimbursable Breakfast Meal Rate Fee	\$ 773,577.83
Reimbursable Lunch Meal Rate Fee	\$ 890,408.36
Reimbursable Snack Meal Rate Fee	\$ 25,031.88
Reimbursable Supper Meal Rate Fee (CACFP)	\$ 89,766.14
À la carte Sales	\$ 74,502.49
Catering	
Other Non-Program	
SFA Direct Expense	\$ 1,530,405.30
Optional Requirement/Other	
Total Expenses:	\$ 3,383,692.00

Estimated Budget Projection: Total Revenue – Expenses:

\$ 0.00

USDA Foods Entitlement Allocation Estimate:

\$250,000.00

Is there a guarantee required in the initial year contract?

Yes No If yes, amount \$1,000.00

Is there an equipment investment provision in the initial contract?

Yes No If yes, amount \$

Annual USDA Foods/Commodity Reconciliation 20-21S I

	TXUNPS Allocation	DOD F/V	Processing	Direct Ship (food value only)	Other	Total Credits	Balance
July	\$ 5,681.40	\$ -	\$ -			\$ -	\$ 5,681.40
August	\$ 12,030.89		\$ 6,780.79	\$ 3,868.80		\$ 10,649.59	\$ (4,968.19)
September	\$ 3,487.33		\$ 6,780.79	0		\$ 6,780.79	\$ (11,748.98)
October	\$ 5,487.96		\$ 6,780.79	0		\$ 6,780.79	\$ (18,529.77)
November	\$ 2,364.55		\$ 6,780.79	\$ 5,586.97		\$ 12,367.76	\$ (30,897.53)
December	\$ 1,246.75		\$ 6,780.79	\$ -		\$ 6,780.79	\$ (36,431.57)
January	\$ 4,469.80	\$ 13,811.96	\$ 6,780.79	\$ 11,237.55		\$ 31,830.30	\$ (68,261.87)
February	\$ 13,139.70	\$ -	\$ 6,780.79	10688.83		\$ 17,469.62	\$ (85,731.49)
March	\$ 3,133.71	\$ 16,076.00	\$ 6,780.79	\$ -		\$ 22,856.79	\$ (108,588.28)
April	\$ 4,281.02		\$ 6,780.79	\$ 4,359.08		\$ 11,139.87	\$ (115,447.13)
May	\$ -	\$ 9,946.46	\$ 6,780.79	\$ 17,615.21		\$ 34,342.46	\$ (149,789.59)
June	\$ -		\$ 6,780.79			\$ 6,780.79	\$ (156,570.38)
Totals	\$ 55,323.11	\$ 39,834.42	\$ 74,588.69	\$ 53,356.44		\$ 167,779.55	\$ (112,456.44)

Food Distribution Program

Contracting Entities | Reports | Security



Programs | Year | Help | Log Out

Contracting Entities > Contract > Entitlement >

Program Year: 2021 - 2022

Contract Entitlement

Contracting Entity: UVALDE CONS ISD

CE ID: 01096

Contract Information

Program Year: 2021 - 2022 ▼

Program: NSLP ▼

Display Entitlement

Cancel

CE ID	Contracting Entity	TLS	Status	CIL	Entitlement Distribution	Entitlement Used	Entitlement Remaining
01096	UVALDE CONS ISD	551,666	Approved	N	\$283,473.47	\$279,619.18	\$3,854.29

Annual USDA Foods/Commodity Reconciliation

Credits							
	TXUNPS Allocation	DOD F/V	Processing	Direct Ship (food value only)	Other	Total Credits	Balance
July	\$ -	\$ -	\$ -			\$ -	\$ -
August	\$ 3,290.16		\$ 2,084.11	\$ -		\$ 2,084.11	\$ (2,084.11)
September	\$ 1,406.44		\$ 9,287.88	4826.33		\$ 14,114.21	\$ (16,198.32)
October	\$ 20,666.22		\$ 5,427.50	3749.76		\$ 9,177.26	\$ (25,375.58)
November	\$ 12,170.17		\$ 6,153.21	-		\$ 6,153.21	\$ (31,528.79)
December						\$ -	\$ (31,528.79)
January						\$ -	\$ (31,528.79)
February						\$ -	\$ (31,528.79)
March						\$ -	\$ (31,528.79)
April						\$ -	\$ (31,528.79)
May						\$ -	\$ (31,528.79)
June						\$ -	\$ (31,528.79)
Totals	\$ 37,532.99	\$ -	\$ 22,952.70	\$ 8,576.09		\$ 31,528.79	\$ 6,004.20

Credit

SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED

<u>CAMPUS</u>	<u>ADDRESS</u>	<u>PROGRAMS PROVIDED</u>
Uvalde High School:	1 Coyote Trail, Uvalde, TX 78801	(SBP, NSLP, CACFP)
Morales Junior High School:	615 Studer St. Uvalde, TX 78801	(SBP, NSLP, CACFP)
Robb Elementary School:	715 Old Carrizo Rd., Uvalde, TX 78801	(SBP, NSLP, CACFP)
Batesville School:	496 Garden st, Batesville, TX 78829	(SBP, NSLP, CACFP)
Uvalde Dual Language Academy:	224 N. Benson Rd. Uvalde, TX 78801	(SBP, NSLP, CACFP)
Dalton Elementary School:	600 N. Fourth St. Uvalde, TX 78801	(SBP, NSLP, CACFP)
Flores Elementary:	901 North Getty St, Uvalde, TX 78801	(SBP, NSLP, CACFP)
Crossroads Academy:	600 Dean St., Uvalde, TX 78801	(SBP, NSLP)

ALL LOCATIONS WILL SERVE BREAKFAST, LUNCH

& SFSPI

CACFP AFTER SCHOOL DINNER OPTION NOT PROVIDED FOR:

CROSSROADS ACADEMY: 600 Dean St., Uvalde, TX 78801

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

DEFINITIONS

Covered Contracts/Subcontract

(1) Any nonprocurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

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

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

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

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

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

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

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

Name of Business (Contractor)	Vendor ID No. or Social Security No.
Southwest Foodservice Excellence, LLC	1201746104200

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

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

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

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

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

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

Monty Staggs

Signature of Contractor Representative

11/11/2021

Date

Monty Staggs
Printed/Typed Name of
Contractor Representative

CEO
Printed/Typed Title of
Contractor Representative

EXHIBIT B

ANTI-COLLUSION AFFIDAVIT

STATE OF Arizona

COUNTY OF Maricopa

Monty Staggs, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Monty Staggs

1032C83051EC194C25F97A880DD94312 contractworks
Signed

Subscribed and sworn before me this 11th day of November, 2021.

Notary Public (or Clerk or Judge) *Jamie P Hilt* Jamie P. Hilt
C8F7E94038CD497D90DF84B6495E140E contractworks

My commission expires 02/27/2024

Exhibit B - Anti-Collusion Affidavit
September 2021

Exhibit C: PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, § 1352 U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of _____ Uvalde CISD (FSMC) in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of _____ Uvalde CISD (FSMC) in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification is included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

[To be completed by the FSMC when proposal submitted]

Southwest Foodservice Excellence, LLC
9366 E. Raintree Dr., Scottsdale, AZ 85260

Name and Address of Organization

Monty Staggs, Chief Executive Office

Name/Title of Submitting Official

Monty Staggs

Signature

100EC93051EC194C25F57AB80D054312

contractworks

11/11/2021

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____ Southwest Foodservice Excellence, LLC 9366 E. Raintree Dr. Scottsdale, AZ 85260 Congressional District, <i>If known:</i> _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Uvalde CISD 1000 N. Getty St. Uvalde, TX 78801 Congressional District, <i>If known:</i> _____	
6. Federal Department/Agency: USDA	7. Federal Program Name/Description: NSLP CFDA Number, <i>if applicable</i> _____	
8. Federal Action Number, <i>If known:</i>	9. Award Amount, <i>If known:</i> \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> Longbow Partners 502 W. 13th Street Austin, TX 78701	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Tristan Castaneda, Jr. and Robert Peeler, Jr.	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Monty Staggs</u> <small>100200251FC184C2E1F9A1800064102</small> Print Name: Monty Staggs Title: Chief Executive Officer Telephone No.: (480) 551-6550 Date: 11/11/2021	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Exhibit C PROCUREMENT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is

required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2 Identify the status of the covered Federal action.
- 3 Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4 Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number, the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Food Service Management Company (FSMC) Monitoring Form

Contracting Entities (CEs) use this form to monitor the FSMC's operation of the program.

Purpose

The CE is responsible for ensuring the FSMC operates the program according to the contract and in compliance with all regulations and guidance. **Contracting with an FSMC does not release the CE from any responsibilities for the Child Nutrition Programs.**

This form is intended to be used quarterly to assist the CE in onsite monitoring an FSMC's operation of the program. A CE may use local monitoring tools in addition to this form.

The monitoring reviews should be conducted by the district employee responsible for oversight of the FSMC contract or district-employed designee.

For additional guidance for the issues included in this form, see *Administrator's Reference Manual*.

Use of This Form	
Frequency	This form must be completed each quarter for one site and available for review by TDA upon request.
Record Retention	<p>Completed forms kept onsite and made available on request.</p> <p>Public and charter schools are required to keep documentation related to school nutrition programs for 5 years.</p> <p>Private schools, other nonprofit organizations, and residential child care institutions (RCCIs) are required to keep documentation for 3 years.</p>

Directions for Completing This Form

General Information

- **Contracting Entity (CE) Name:** Record the name of the CE in the designated space.
- **CE ID Number:** Record the ID number of the CE in the designated space.
- **Date of Review:** Record the date the review was completed.
- **Site Name:** Record the site or school location name in the designated space.

Parts I–XIII

- Answer each question by marking the appropriate box under *Yes*, *No*, or *N/A* and fill in any blank spaces as requested.
- Comments must be written for all replies (*Yes*, *No*, or *N/A*) for better understanding of why the answer was selected. Please refer to the comments box at the end of each section.
- Review the FSMC's retained documentation related to each question topic area.
 - Is the documentation readily accessible?
 - Is the documentation kept in an organized manner?
 - Does the documentation support the answer?
 - If not, what changes need to be made to ensure that the FSMC is implementing the program correctly?
- Compare results from the FSMC monitoring form to previous assessments.
- Develop strategies to address areas of need.

Part XIV

- Determine if any of the answers to Parts I–XIII require a corrective action plan (CAP).
- Mark the appropriate response once that determination is made.
- Record any comments, notes, or observations about the corrective action in the comment text box.

Part XV

- Determine if a follow-up review is needed to make sure the CAP has been completed successfully. A follow-up review is mandatory for claim errors, meal pattern errors, or improper financial practices, including USDA Foods credits.

- Mark the appropriate response once that determination is made.
- Record any comments, about the follow-up that will help to improve the school nutrition program in the *CE Comment* box.

Part XVI

- Have the reviewer sign in the designated space.
- Have the FSMC/site manager sign in the designated space.

Contracting Entity (CE) Name: Uvalde CISD

Date of Review: November 2, 2021

CE ID Number: 01096

Site Name Dalton Elementary

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
I. Eligibility and Verification			
1. Is the FSMC involved in application processing? Who is responsible for determining student eligibility? Name/Title	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is the FSMC involved in application verification? Who is responsible for determining student eligibility? Name/Title	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>NOTE: The FSMC may not assist with eligibility and verification duties. If the answer is Yes to either question, a Corrective Action Plan (CAP) is required.</i>			
II. Menu Cycle/Meal Pattern			
1. Has the FSMC followed the 21-day cycle menu, as described in contract, for the first 21 days of the contract? <i>NOTE: Monitored during the first year of contract only.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the FSMC serving products that meet the specifications from initial solicitation? Provide 3 examples of specifications reviewed:			
1. Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain, or fortified grain. Cereals may be whole grain, whole-grain rich, enriched grain or fortified grain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. All meat and poultry must have been inspected by the USDA and must be free of color and odor. Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.			
3. All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG.			
3. Did the FSMC obtain approval from the CE for all menu changes made after the first 21 days of the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Have all menus been developed to meet menu planning guidelines?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the FSMC serving reimbursable meals as described in the contract and in compliance with program regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the FSMC provide meal service to all enrolled students as specified in the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are food production records completed each day for all meals served using the TDA prototype or another instrument that collects the same information as the TDA prototype?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the FSMC correctly complete a nutrient analysis or simplified nutrient assessment for all planned meals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Has the FSMC used an advisory committee of parents, students, and teachers to assist in menu planning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Has the FSMC implemented meal accommodations based on medical statements provided by authorized medical authorities or Individualized Education Plans (IEP) or special dietary accommodations based on CE policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CE Comments – Please provide rationale for all answers in Part II:

1. FSMC has adopted recommended guidelines provided by the UCISD SHAC Committee.
2. FSMC does provide accommodations based on medical documentation.
3. FSMC does require all productions records completed and filed daily.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
III. Competitive Foods			
1. Is the FSMC following the requirements of the Competitive Food Nutrition Standards?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the FSMC following local policy related to fundraisers?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CE Comments – Please provide rationale for all answers in Part III:

FSMC does not participate in school fundraisers.

IV. USDA Foods			
1. Is the FSMC storing and managing USDA Foods received on behalf of the CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the FSMC ensured that the CE has received credit for the value of USDA Foods received during the school year or fiscal year, if applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$31,528.79			
What is the amount received to date? \$			
3. Does the FSMC provide the CE with clear documentation that demonstrates that the CE has received credit for the value of its USDA Foods, if applicable? If yes, please file a copy of the documentation with this form for verification. <i>NOTE: This includes crediting for the value of donated foods contained in processed end products.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. How often does the CE receive credit for value of USDA Foods? <i>Check all that apply</i>			
<input checked="" type="checkbox"/> Monthly			
<input type="checkbox"/> Quarterly			
<input type="checkbox"/> End of the school year			
<input type="checkbox"/> Other:			
5. How is the CE credited for the value of donated foods? <i>Check all that apply</i>			
<input checked="" type="checkbox"/> Invoice reductions			
<input type="checkbox"/> Refunds			
<input type="checkbox"/> Discounts			
<input type="checkbox"/> Other:			
6. For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management does not result in the CE being charged for USDA Foods?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Does the FSMC ensure that the CE retains ownership to all USDA Foods including processed foods, if applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the FSMC use USDA Foods to the maximum extent possible? What is the SFA's current entitlement balance? \$ 3854.29	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the FSMC use all donated ground beef, ground pork, and all processed end products in the CE's food service without substitution, if applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CE Comments – Please provide rationale for all answers in Part IV:

1. Yes, stored in the District Warehouse and Freezer/Cooler.
2. Yes, Please see information uploaded.
3. Yes, please refer to chart that was uploaded.
4. Monthly Refer to chart.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
V. Inventory			
1. Does the FSMC have an organized method for storing, preserving, and accounting for the CE's food inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the FSMC storage ensure that the food items are stored in a manner that is consistent with all health and safety rules that apply to the stored items?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CE Comments – Please provide rational for all answers in Part V:

Yes, food is stored in the district/campus freezer, cooler or storage room. All Food are stacked on pallets/shelving off the floor at the proper temperatures. Inventory is rotated according to date received.

VI. Meal Count System			
1. Has the FSMC implemented a point of service system that allows for the collection of accurate data for meals served by eligibility category, a la carte sales, and adult sales without overt identification?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the FSMC have a backup system to ensure that all counting and claiming data is protected? Describe the system:			
1. Yes. Our cashiers enter student ID's in the POS system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Yes, there is a cashier standing at the end of each line at the POS and she/he ensures that the student is receiving a reimbursable meal.			
3. Yes, all records are kept in the Food Service office. Records/Reports are kept by the Food Service Secretary.			
4. Does the FSMC maintain records to support all claims reports?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the FSMC complete the Daily Record/Accuclaim form for the CE to validate or provide the data the CE needs to complete the Daily Record/Accuclaim form?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Does the FSMC provide accurate claiming reports to the CE at the end of each month as well as counts for other types of food service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CE Comments – Please provide rational for all answers in Part VI:

4. Records are kept by the Food Service Secretary, who is a district employee. Final count for the day are confirmed by the secretary and food service director.

5. No, The campus cafeteria manager submits their daily records and the Food Service Secretary validates the data.

VII. Financial, Accounting			
1. Does the FSMC practice acceptable financial accounting and comply with generally accepted accounting principles (GAAP) for federally funded programs as well as accounting and financial requirements specific to the program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do the FSMC's food service daily income records accurately reflect the revenue received by meal type (student meals, adult meals, a la carte, etc.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are allowable costs paid from the nonprofit school food service account net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the FSMC ensure that all invoice statements are accurate and that unallowable costs and duplicative services are not billed to the CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|-------------------------------------|--------------------------|--------------------------|
| 5. Does all income to the program accrue to the nonprofit school food service account? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does the FSMC provide the CE with all information and documentation needed for the CE to calculate its program and nonprogram revenue and cost proportion as required by regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Does the FSMC provide documentation that allows the CE to ensure that the financial system is operated in compliance with all regulations and that all financial reports are accurate? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CE Comments – Please provide rationale for all answers in Part VII:

1. Yes. All financial information follows district regulations for financial record keeping.
2. Yes. Revenue is recorded by each meal type.
3. Yes. The district has its own accounting codes for the Child Nutrition Dept.
4. Yes. Bills are reviewed by the secretary and the director before submitting for process.

VIII. Financial, Procurement

- | | | | |
|--|-------------------------------------|--------------------------|--------------------------|
| 1. Does the FSMC procure foods in compliance with the Buy American provision, including, but not limited to, incorporating the Buy American provision into all contracts where the FSMC is purchasing on behalf of the CE? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the FSMC follow all procurement regulations when purchasing on behalf of the CE? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does the FSMC provide sufficient documentation for the CE to determine if all procurement was conducted correctly and in compliance with all applicable regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CE Comments – Please provide rationale for all answers in Part VIII:

1. All food purchased are in compliance with the Buy American provision.
2. Yes, procurement policies are reviewed by the FSMC when purchasing food on behalf of the CE..
3. Yes. when requested.

IX. Facilities

- | | | | |
|--|-------------------------------------|--------------------------|-------------------------------------|
| 1. Does the FSMC have a Health Analysis and Critical Control Points (HACCP) plan in place and is there evidence of its implementation? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do employees practice safe food-handling procedures? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does the FSMC ensure that all facilities have health inspections as required by law? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are facilities and equipment adequately maintained for safety and sanitation? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the FSMC's use of the facilities consistent with the facility use clauses included in the contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CE Comments – Please provide rationale for all answers in Part IX:

1. Yes, all the campuses have a HACCP binder in their cafeterias.
2. Yes, employees must have a Health card certificate. Gloves are worn, Sanitation of equipment is done several times a day.

X. Local Wellness Policy

- | | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. Does the FSMC follow the CE's local wellness policy? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|--------------------------|

CE Comments – Please provide rationale for all answers in Part X:

Yes. The district has a group of parents, district employees and also our Child Nutritionist have attended meetings and have given feedback to the Child Nutrition Director. the FSMC adheres to the wellness policy.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
XI. Staffing			
1. Has the FSMC staffing plan been approved by the CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the FSMC's staffing plan consistent with the staffing clauses included in the contract?			
# Full-time employees in contract: 48	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
# Full-time employees (current): 48			
3. Does the FSMC ensure that all Child Nutrition staff have the required training?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the FSMC ensure that the director's position meets the hiring standards?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the FSMC maintain documentation that demonstrates the professional standards for training and the director's position are compliant with all regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CE Comments – Please provide rationale for all answers in Part XI:

Yes. all Food Service staff are hired by the Uvalde CISD. They are trained at the beginning

XII. Record Retention

1. Does the FSMC have a system to transfer all records to be retained for long-term storage to the CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the FSMC provide all documentation required to demonstrate the CE is in compliance with all regulations—local, state, and federal?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CE Comments – Please provide rationale for all answers in Part XII:

1. Yes. all records are kept at the Uvalde CISD District warehouse in file boxes.
2. Financial documentation is kept in the Child Nutrition office for a year before being filed away at the District Warehouse.

XIII. General Terms of the Contract

1. Has the FSMC operated and managed the program(s) contracted to operate as defined by the terms of the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------

CE Comments – Please provide rationale for all answers in Part XIII:

Yes. The FSMC has supervised the cafeteria staff and their daily routines. Meals are being prepared correctly. The Director is knowledgeable of how to use the Food Service Budget.

Yes No N/A

XIV. Results of Review

- | | | | |
|--|--------------------------|-------------------------------------|----|
| 1. Is a corrective action plan required? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | -- |
| 2. Is a follow-up review required? (Mandatory for claim errors, meal pattern errors, or improper financial practices, including USDA Foods credits.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | -- |

Comments, Notes and Observations During the Review:

No, there is not a need for a corrective action plan at this time.

XV. Corrective Action

- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| 1. As part of corrective action, will the CE conduct a follow-up review within 45 days? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|
- Date the follow-up review was completed:**

CE Comments – Please provide rationale for all answers in Part XV:

Another review will be conducted as part of the requirement. There is not a corrective action needed at the time.

XVI. Signatures

Signature of Reviewer



Signature of FSMC/Site Manager



III. Competitive Foods

1. Is the FSMC following the requirements of the Competitive Food Nutrition Standards?
2. Is the FSMC following local policy related to fundraisers?

CE Comments – Please provide rationale for all answers in Part III:

FSMC does not participate in school fundraisers.

IV. USDA Foods

1. Is the FSMC storing and managing USDA Foods received on behalf of the CE?
2. Has the FSMC ensured that the CE has received credit for the value of USDA Foods received during the school year or fiscal year, if applicable? What is the amount received to date? \$
3. Does the FSMC provide the CE with clear documentation that demonstrates that the CE has received credit for the value of its USDA Foods, if applicable?

If yes, please file a copy of the documentation with this form for verification.

6. For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management does not result in the CE being charged for USDA Foods?
7. Does the FSMC ensure that the CE retains ownership to all USDA Foods including processed foods, if applicable?
8. Does the FSMC use USDA Foods to the maximum extent possible? What is the SFA's current entitlement balance? \$
9. Does the FSMC use all donated ground beef, ground pork, and all processed end products in the CE's food service without substitution, if applicable?

CE Comments – Please provide rationale for all answers in Part IV:

1. *Yes, stored in the District Warehouse and Freezer/Cooler.*
2. *Yes, Please see information uploaded.*
3. *Yes, please refer to chart that was uploaded.*
4. *Monthly Refer to chart.*
5. *Invoice Reduction. Invoices for Food are paid by the FSMC.*
6. *No, UCISD and the FSMC are under a fixed meal contract.*
7. *Yes. All USDA Foods are all stored on district property and distributed to campus cafeterias by district employees.*

VII. Financial, Accounting

1. Does the FSMC practice acceptable financial accounting and comply with generally accepted accounting principles (GAAP) for federally funded programs as well as accounting and financial requirements specific to the program?
2. Do the FSMC's food service daily income records accurately reflect the revenue received by meal type (student meals, adult meals, a la carte, etc.)?
3. Are allowable costs paid from the nonprofit school food service account net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC?
4. Does the FSMC ensure that all invoice statements are accurate and that unallowable costs and duplicative services are not billed to the CE?
5. Does all income to the program accrue to the nonprofit school food service account?
6. Does the FSMC provide the CE with all information and documentation needed for the CE to calculate its program and non-program revenue and cost proportion as required by regulations?
7. Does the FSMC provide documentation that allows the CE to ensure that the financial system is operated in compliance with all regulations and that all financial reports are accurate?

CE Comments – Please provide rationale for all answers in Part VII:

1. *Yes. All financial information follows district regulations for financial record keeping.*
2. *Yes. Revenue is recorded by each meal type.*
3. *Yes. The district has its own accounting codes for the Child Nutrition Dept.*
4. *Yes. Bills are reviewed by the secretary and the director before submitting for process.*
5. *Yes. A cash receipt is submitted with all deposits.*
6. *Yes, The cafeteria cash receipt has the correct dollar amounts in each meal type category and is submitted to the bookkeeper for data entry.*
7. *yes, all cash receipts are submitted to the bookkeeper for entry. Documents are verified by the secretary and the Child Nutrition Director.*

IX. Facilities

1. Does the FSMC have a Health Analysis and Critical Control Points (HACCP) plan in place and is there evidence of its implementation?
2. Do employees practice safe food-handling procedures?
3. Does the FSMC ensure that all facilities have health inspections as required by law?
4. Are facilities and equipment adequately maintained for safety and sanitation?

CE Comments – Please provide rational for all answers in Part XII:

1. Yes. all records are kept at the Uvalde CISD District warehouse in file boxes.

2. Financial documentation is kept in the Child Nutrition office for a year before being filed away at the District Warehouse.

XIII. General Terms of the Contract

1. Has the FSMC operated and managed the program(s) contracted to operate as defined by the terms of the contract?

CE Comments – Please provide rational for all answers in Part XIII:

Yes. The FSMC has supervised the cafeteria staff and their daily routines. Meals are being prepared correctly. The Director is knowledgeable of how to use the Food Service Budget.

XIV. Results of Review

1. Is a corrective action plan required? --

2. Is a follow-up review required? (Mandatory for claim errors, meal pattern errors, or improper financial practices, including USDA Foods credits.)-

Comments, Notes and Observations during the Review:

No, there is not a need for a corrective action plan at this time.

XV. Corrective Action

1. As part of corrective action, will the CE conduct a follow-up review within 45 days?

Date the follow-up review was completed:

CE Comments – Please provide rational for all answers in Part XV:

Another review will be conducted as part of the requirement. There is not a corrective action needed at the time.

**Consider Approval of General Fund Budget Amendment #7
June 20, 2022**

1. Background: The Board of Trustees approves the District's General Fund, Debt Service, and Food Service budgets at the fund and function levels to comply with the state's legal level of control mandates. The school district must amend the official budget before exceeding a functional expenditure category such as instruction, administration, etc., in the total district budget.

2. Process: Amending the budget will ensure funds are appropriated to the correct function(s) which will allow expenditures in the correct budget code(s). The requested budget amendment, along with any impact to the district budget is presented to the Board of Trustees for consideration

3. Fiscal Impact: Fiscal impact is included on the budget amendment detail sheet.

4. Recommendation: Approve the General Fund Budget Amendment #7.

5. Action Required: Action required

6. Contact Person: Beth Reavis

Item of Information: TASB Salary Study
June 20, 2022

1. Background: Administration has contracted the Texas Association of School Boards (TASB) to complete a study of the district's existing salaries to see if they are in line with surrounding school districts in the state. TASB is reviewing the district's pay structure by job class category to see if it is in alignment with the current pay across the school districts in Texas. They will be recommending changes to the total pay structure and/or to particular job class categories. The process entails reviewing all job classes and not just singular job classes to ensure that there is no compression of salaries between the job categories. The administration expects to present these recommendations to the board in July.
2. Process:
 - a. Phase I—Data Collection and Preparation
 - b. Phase II—Job Market Surveys
 - c. Phase III—Build or Align Market-Competitive Pay Structures
 - d. Phase IV – Develop Implementation Plan
 - e. Phase V—Final Deliverables
3. Fiscal Impact: The fiscal impact is approximately \$10,400 and includes all phases of the pay review process. Costs will be paid for by local funds.
4. Recommendation: No action needed
5. Action Required: Information only
6. Contact: Superintendent

Pay Systems Review Draft

Uvalde Independent School District

June 2022

Luz Cadena

Uvalde CISD

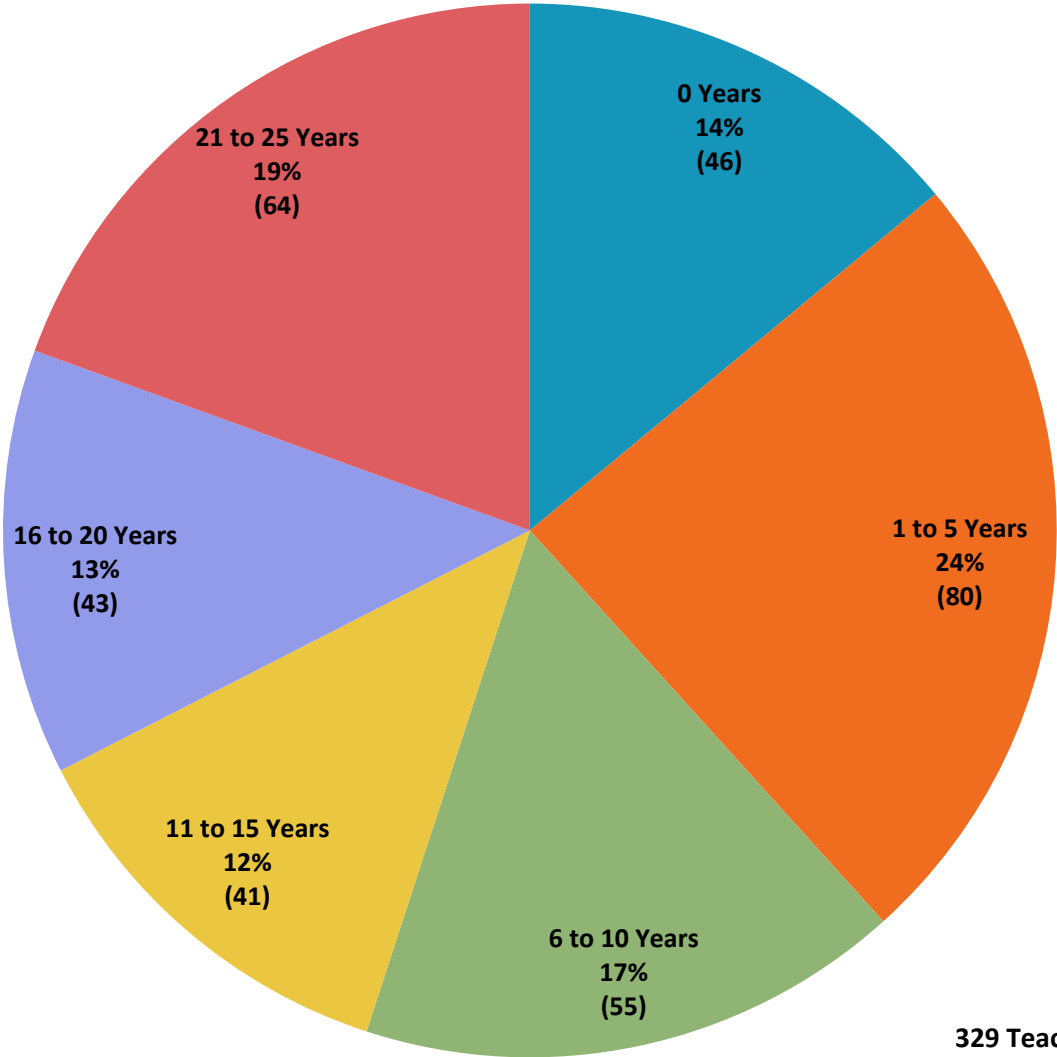
Market Districts 2021-2022

	District	ESC Region	Student Enrollment	Number of FTE	UIL Class	Teacher	Exempt & Nonexempt
1	Carrizo Springs CISD	20	1,899	378	4A	X	X
2	Devine ISD	20	1,979	291	4A	X	X
3	Dilley ISD	20	907	172	3A	X	X
4	Eagle Pass ISD	20	12,880	1,952	6A	**	
5	Edgewood ISD-Bexar County	20	9,148	1,341	5A	X	X
6	Floresville ISD	20	3,985	538	5A	X	X
7	Harlandale ISD	20	11,761	2,165	5A	X	X
8	Hondo ISD	20	1,816	280	4A	X	X
9	Medina Valley ISD	20	6,718	900	5A	X	X
10	Pearsall ISD	20	2,011	369	4A	X	X
11	Pleasanton ISD	20	3,431	525	4A	X	X
12	Poteet ISD	20	1,670	270	3A	X	X
13	San Antonio ISD	20	48,495	7,410	5A	**	
14	San Felipe Del Rio CISD	15	9,806	1,421	6A	X	X
15	Somerset ISD	20	3,990	600	4A	X	X
16	Southside ISD	20	5,593	974	5A	X	X
17	Southwest ISD	20	13,449	2,054	5A	X	X
Uvalde CISD		20	4,108	763	4A	17	15

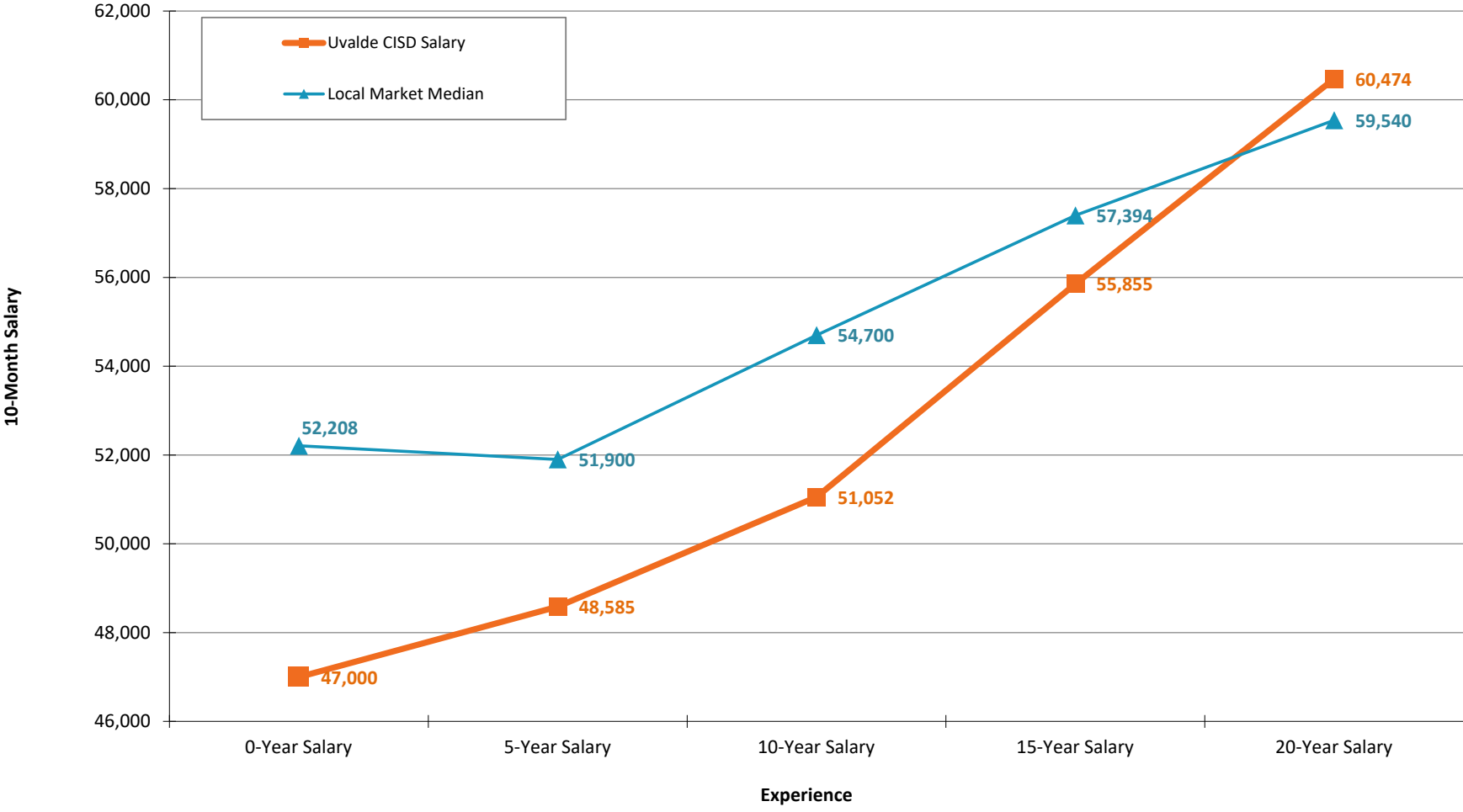
** District did not participate in survey. Teacher schedules collected from the district. Pay data for non-teachers based on Board approved pay increases reported by district.

Distribution of Pay Experience - Teachers, Librarians, and Nurses (RN), 2021-2022

Uvalde CISD



Teacher Salary Plan, 2021-2022 Market Comparison



Uvalde CISD

Teacher Salary Plan Comparisons, 2021-2022

District	Student Enrollment	Number of Teachers	0-Year Salary	5-Year Salary	10-Year Salary	15-Year Salary	20-Year Salary	Average Teacher Salary	Max Yrs Credit	Last % Increase
1 Eagle Pass ISD**	14,004	827	\$495,500	\$50,300	\$52,300	\$54,300	\$56,300		20	
2 Southside ISD	5,593	393	\$56,135	\$58,737	\$60,922	\$63,652	\$66,436	\$63,652	30	0.0%
3 Harlandale ISD	11,761	971	\$55,500	\$56,752	\$59,689	\$61,282	\$63,730	\$62,665	30	3.0%
4 Southwest ISD	13,449	961	\$55,300	\$56,522	\$58,922	\$60,872	\$63,872	\$59,534	33	2.0%
5 Medina Valley ISD	6,718	448	\$55,000	\$57,740	\$61,725	\$62,725	\$63,900	\$60,705	28	3.0%
6 Edgewood ISD-Bexar County	9,148	539	\$55,000	\$56,500	\$58,314	\$59,814	\$61,314	\$59,090	30	3.0%
7 San Antonio ISD**	45,780	3,152	\$54,200	\$55,188	\$56,264	\$57,394	\$58,768		30	
8 Somerset ISD	3,990	272	\$53,560	\$54,539	\$55,569	\$58,428	\$63,899	\$57,161	28	3.0%
9 Pleasanton ISD	3,431	245	\$52,208	\$54,708	\$58,808	\$62,308	\$65,808	\$62,308	31	5.1%
10 San Felipe Del Rio CISD	9,806	562	\$50,250	\$51,900	\$54,700	\$58,400	\$61,780	\$56,564	35	4.0%
11 Floresville ISD	3,985	253	\$49,478	\$50,978	\$53,878	\$55,878	\$58,078	\$54,497	30	3.0%
12 Pearsall ISD	2,011	153	\$48,500	\$49,675	\$52,100	\$55,750	\$59,100	\$53,696	25	3.0%
13 Dilley ISD	907	74	\$47,350	\$49,025	\$50,575	\$52,825	\$54,825	\$50,842	20	3.0%
14 Hondo ISD	1,816	152	\$47,300	\$48,264	\$49,791	\$53,263	\$57,056	\$49,471	25	3.0%
15 Carrizo Springs CISD	1,899	146	\$46,920	\$47,787	\$50,235	\$55,247	\$59,225	\$52,679	36	0.0%
16 Devine ISD	1,979	138	\$46,420	\$49,058	\$52,675	\$55,363	\$58,050	\$55,188	30	1.0%
17 Poteet ISD	1,670	121	\$44,500	\$44,870	\$50,630	\$55,710	\$59,540	\$51,647	28	1.2%

Uvalde CISD	4,116	738	\$47,000	\$48,585	\$51,052	\$55,855	\$60,474	\$53,357	\$25	
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25th Percentile			\$47,350	\$49,058	\$52,100	\$55,363	\$58,078	\$53,188	28	1.6%
Median			\$52,208	\$51,900	\$54,700	\$57,394	\$59,540	\$56,564	30	3.0%
75th Percentile			\$55,000	\$56,500	\$58,808	\$60,872	\$63,872	\$60,120	30	3.0%

Comparison to Median	90%	94%	93%	97%	102%	94%
<i>Dollar Difference</i>	<i>(\$5,208)</i>	<i>(\$3,315)</i>	<i>(\$3,648)</i>	<i>(\$1,539)</i>	<i>\$934</i>	<i>(\$3,207)</i>

Footnotes:

** District did not participate in survey. Teacher schedules collected from the district.
 Uvalde CISD
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Uvalde CISD

Teacher Stipend Comparisons, 2021-2022

District	Student Enrollment	Master's Degree - General	Master's Degree - Subject-Area	Secondary Math	Secondary Science	Special Education General/Resource	Special Education Self-Contained	Bilingual	ESL General	ESL Dual Language
1 Carrizo Springs CISD	1,899	\$1,000		\$2,000	\$2,000	\$1,500	\$2,000	\$2,000	\$2,000	
2 Devine ISD	1,979	\$1,000		\$1,500	\$1,500	\$600	\$1,000		\$600	
3 Dilley ISD	907	\$1,000	\$1,500	\$6,000	\$6,000	\$3,000	\$3,000		\$1,000	
4 Edgewood ISD-Bexar County	9,148	\$1,523		\$1,500	\$1,500	\$1,500	\$3,000	\$3,000	\$1,500	\$1,000
5 Floresville ISD	3,985	\$1,500					\$2,000	\$3,000		
6 Harlandale ISD	11,761	\$1,000		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
7 Hondo ISD	1,816	\$1,000		\$3,500	\$3,500				\$1,000	
8 Medina Valley ISD	6,718	\$1,000				\$500	\$2,500	\$3,000	\$1,500	
9 Pearsall ISD	2,011	\$1,000		\$4,000	\$4,000	\$900	\$2,000	\$1,500	\$600	
10 Pleasanton ISD	3,431									
11 Poteet ISD	1,670		\$1,000	\$4,000	\$4,000		\$4,000		\$2,000	
12 San Felipe Del Rio CISD	9,806		\$1,500	\$2,200	\$2,200	\$2,000	\$2,000	\$2,000	\$2,000	
13 Somerset ISD	3,990	\$1,500		\$5,000	\$2,000		\$1,000	\$2,000	\$2,000	
14 Southside ISD	5,593	\$1,000		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500		
15 Southwest ISD	13,449	\$1,500					\$2,500	\$2,500		

Uvalde CISD	4,116	\$1,000		\$5,000	\$5,000		\$3,000			\$2,500
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Median Stipend		\$1,000	\$1,500	\$2,500	\$2,200	\$1,500	\$2,000	\$2,250	\$1,500	\$1,500
Average Stipend		\$1,169	\$1,333	\$3,109	\$2,836	\$1,611	\$2,269	\$2,350	\$1,473	\$1,500
Count		12	3	11	11	9	13	10	11	2

Dollar Difference from Median		\$0		\$2,500	\$2,800		\$1,000			\$1,000
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Footnotes:

Special Education General/Resource:

- Dilley ISD - must be sped certified
- Medina Valley ISD - PK Special Ed Certified

Special Education Self-Contained:

- Edgewood ISD-Bexar County - Life / BD
- Floresville ISD - Life Skills/Redirect
- Medina Valley ISD - ALE, ECSE, BIP
- Pearsall ISD; Poteet ISD - Life Skills
- Southwest ISD - behavior units

Uvalde CISD

Teacher Incentive Comparisons, 2021-2022

District	Student Enrollment	Dept Chair/ Grade Leader HS	Dept Chair/ Grade Leader MS	Dept Chair/ Grade Leader ES	Mentor Teacher	Signing Bonus
1 Carrizo Springs CISD	1,899	\$3,000	\$3,000	\$3,000	\$2,000	\$3,000
2 Devine ISD	1,979	\$1,000	\$1,000	\$1,000	\$500	
3 Dilley ISD	907	\$500	\$500	\$500	\$1,000	
4 Edgewood ISD-Bexar County	9,148	\$500	\$500	\$500	\$500	\$1,500
5 Floresville ISD	3,985	\$1,000	\$1,000	\$1,000	\$500	\$3,000
6 Harlandale ISD	11,761	\$2,000	\$1,500	\$750		
7 Hondo ISD	1,816	\$1,000	\$1,000	\$300		
8 Medina Valley ISD	6,718	\$1,500	\$1,000	\$1,000	\$500	\$1,000
9 Pearsall ISD	2,011	\$1,000	\$1,000	\$500	\$500	
10 Pleasanton ISD	3,431					
11 Poteet ISD	1,670	\$500	\$500	\$500	\$300	
12 San Felipe Del Rio CISD	9,806	\$1,970	\$1,970	\$1,200	\$250	
13 Somerset ISD	3,990	\$1,000	\$1,000	\$1,000	\$2,500	\$5,000
14 Southside ISD	5,593	\$1,000	\$1,000	\$1,000	\$1,000	
15 Southwest ISD	13,449					

Uvalde CISD	4,116	\$1,600	\$1,200			
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Median Stipend	\$1,000	\$1,000	\$1,000	\$500	\$3,000
Average Stipend	\$1,228	\$1,152	\$942	\$868	\$2,700
Count	13	13	13	11	5

<i>Dollar Difference from Median</i>	<i>\$600</i>	<i>\$200</i>			
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Footnotes:

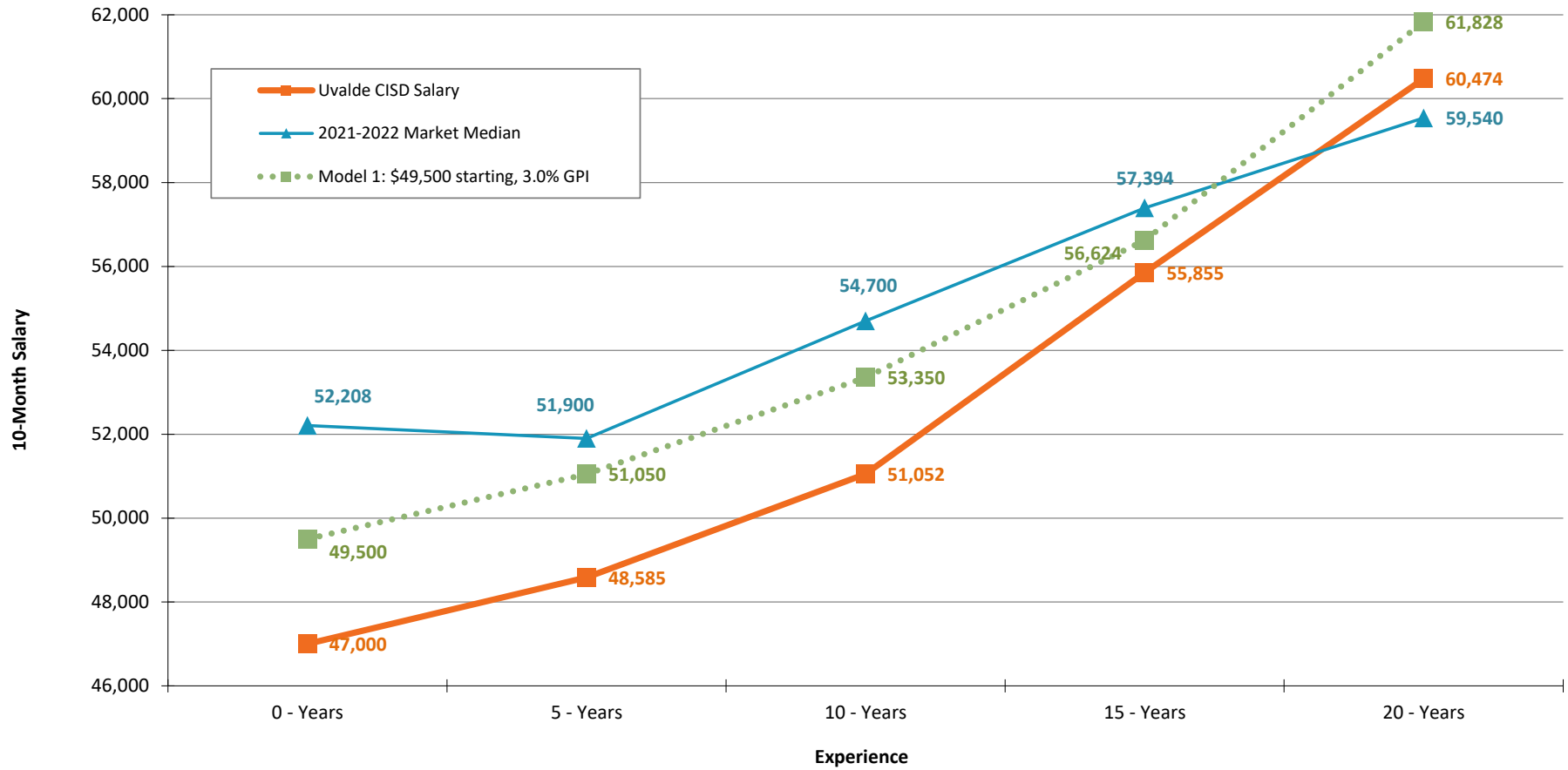
Signing Bonus:

Edgewood ISD, Floresville ISD & Medina Valley ISD - Bilingual

Somerset ISD - Math

Uvalde CISD
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Teacher Salary Plan 2021-2022 Market Comparison
Model 1: \$49,500 starting, 3.0% GPI



Teachers, Librarians, and Nurses (RN) Salary Plan Development

Uvalde CISD

Model 2: \$50,100 starting, 3.5% GPI

2021-2022 Years of Exp	2021-2022 New Hire Salary	3.5% General Pay			2022-2023 Years of Exp	2022-2023 Proposed New Hire Salary
		+	+	+		

					0	→	\$50,100		
0	→	\$47,000	+	\$2,000	+	\$1,350	=	1	\$50,350
1		\$47,304	+	\$2,000	+	\$1,346	=	2	\$50,650
2		\$47,526	+	\$2,000	+	\$1,424	=	3	\$50,950
3		\$47,806	+	\$2,000	+	\$1,444	=	4	\$51,250
4		\$48,196	+	\$2,000	+	\$1,354	=	5	\$51,550
5		\$48,585	+	\$2,000	+	\$1,265	=	6	\$51,850
6		\$49,492	+	\$2,000	+	\$758	=	7	\$52,250
7		\$49,882	+	\$2,000	+	\$868	=	8	\$52,750
8		\$50,271	+	\$2,000	+	\$979	=	9	\$53,250
9		\$50,662	+	\$2,000	+	\$1,288	=	10	\$53,950
10		\$51,052	+	\$2,000	+	\$1,298	=	11	\$54,350
11		\$52,035	+	\$2,000	+	\$715	=	12	\$54,750
12		\$52,835	+	\$2,000	+	\$315	=	13	\$55,150
13		\$53,891	+	\$2,000	+		=	14	\$55,891
14		\$54,904	+	\$2,000	+		=	15	\$56,904
15		\$55,855	+	\$2,000	+	\$100	=	16	\$57,955
16		\$57,277	+	\$2,000	+		=	17	\$59,277
17		\$58,122	+	\$2,000	+	\$200	=	18	\$60,322
18		\$59,347	+	\$2,000	+		=	19	\$61,347
19		\$60,108	+	\$2,000	+		=	20	\$62,108
20		\$60,474	+	\$2,000	+		=	21	\$62,474
21		\$61,186	+	\$2,000	+		=	22	\$63,186
22		\$61,412	+	\$2,000	+	\$400	=	23	\$63,812
23		\$62,790	+	\$2,000	+		=	24	\$64,790
24		\$63,573	+	\$2,000	+		=	25+	\$65,573
25+		\$63,970							

Current Market Median			Exp Diff
Value	Compare Before	Compare After	

0 Years

52,208	90%	96%
---------------	------------	------------

5 Years

51,900	94%	99%
---------------	------------	------------

10 Years

54,700	93%	99%
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15 Years

57,394	97%	99%
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20 Years

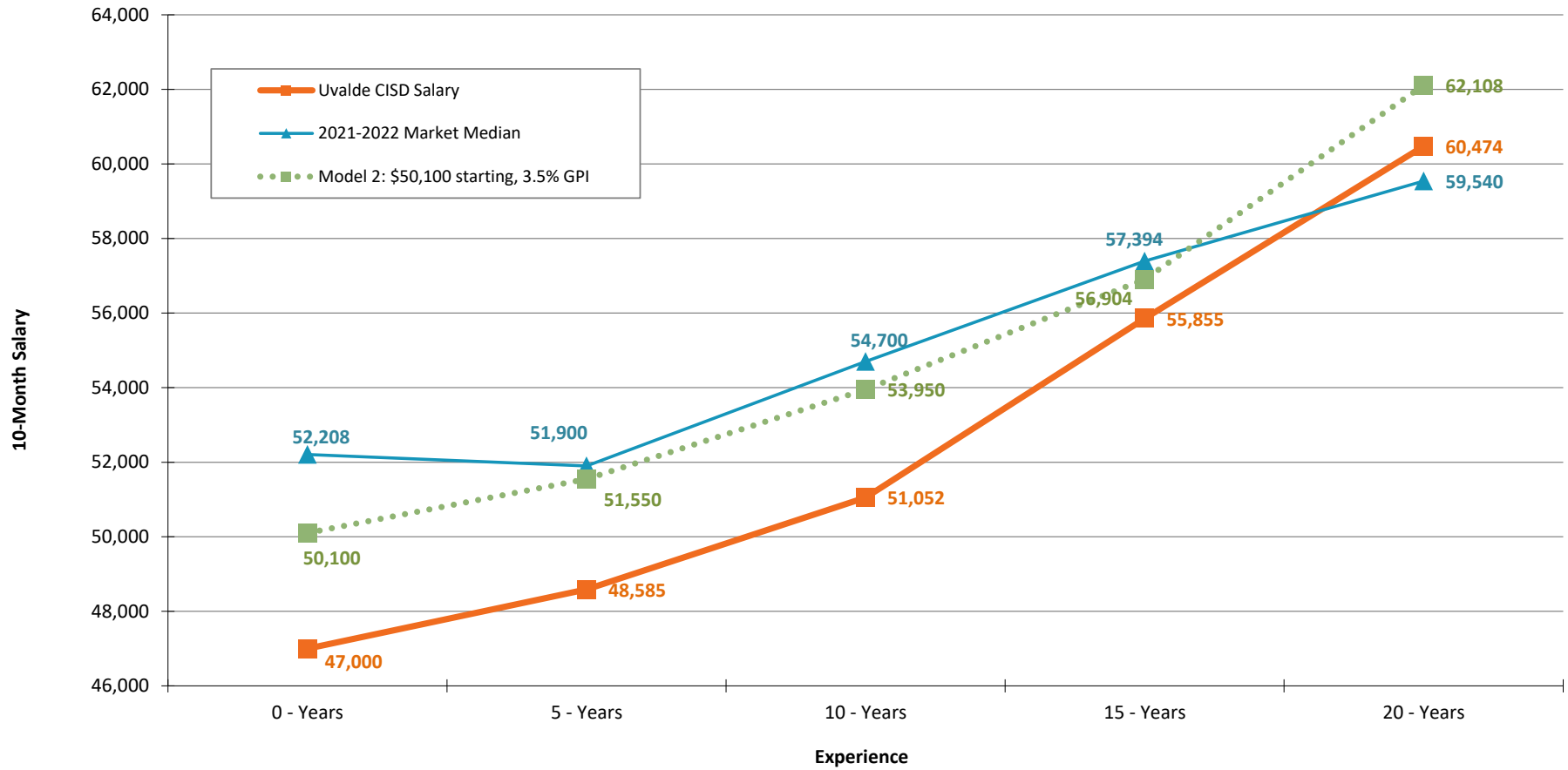
59,540	102%	104%
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250
300
300
300
300
400
500
500
700
400
400
400
741
1,013
1,051
1,322
1,045
1,025
761
366
712
626
978
783

General pay increase is applied to the market median salary (\$56,564).

Pay Range Minimum	\$50,100	Pay Range Maximum	\$70,000
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**Teacher Salary Plan 2021-2022 Market Comparison
Model 2: \$50,100 starting, 3.5% GPI**



Teachers, Librarians, and Nurses (RN) Salary Plan Development
Uvalde CISD
 Model 3: \$50,500 starting, 4.1% GPI

2021-2022 Years of Exp	2021-2022 New Hire Salary	4.1% General Pay			2022-2023 Years of Exp	2022-2023 Proposed New Hire Salary
		+	+	+		

					0	→ \$50,500
0	→ \$47,000	+	\$2,300	+	\$1,450	= 1 \$50,750
1	\$47,304	+	\$2,300	+	\$1,446	= 2 \$51,050
2	\$47,526	+	\$2,300	+	\$1,524	= 3 \$51,350
3	\$47,806	+	\$2,300	+	\$1,544	= 4 \$51,650
4	\$48,196	+	\$2,300	+	\$1,454	= 5 \$51,950
5	\$48,585	+	\$2,300	+	\$1,365	= 6 \$52,250
6	\$49,492	+	\$2,300	+	\$858	= 7 \$52,650
7	\$49,882	+	\$2,300	+	\$968	= 8 \$53,150
8	\$50,271	+	\$2,300	+	\$1,179	= 9 \$53,750
9	\$50,662	+	\$2,300	+	\$1,488	= 10 \$54,450
10	\$51,052	+	\$2,300	+	\$1,498	= 11 \$54,850
11	\$52,035	+	\$2,300	+	\$915	= 12 \$55,250
12	\$52,835	+	\$2,300	+	\$515	= 13 \$55,650
13	\$53,891	+	\$2,300	+		= 14 \$56,191
14	\$54,904	+	\$2,300	+		= 15 \$57,204
15	\$55,855	+	\$2,300	+	\$100	= 16 \$58,255
16	\$57,277	+	\$2,300	+		= 17 \$59,577
17	\$58,122	+	\$2,300	+	\$200	= 18 \$60,622
18	\$59,347	+	\$2,300	+		= 19 \$61,647
19	\$60,108	+	\$2,300	+		= 20 \$62,408
20	\$60,474	+	\$2,300	+		= 21 \$62,774
21	\$61,186	+	\$2,300	+		= 22 \$63,486
22	\$61,412	+	\$2,300	+	\$400	= 23 \$64,112
23	\$62,790	+	\$2,300	+		= 24 \$65,090
24	\$63,573	+	\$2,300	+		= 25+ \$65,873
25+	\$63,970					

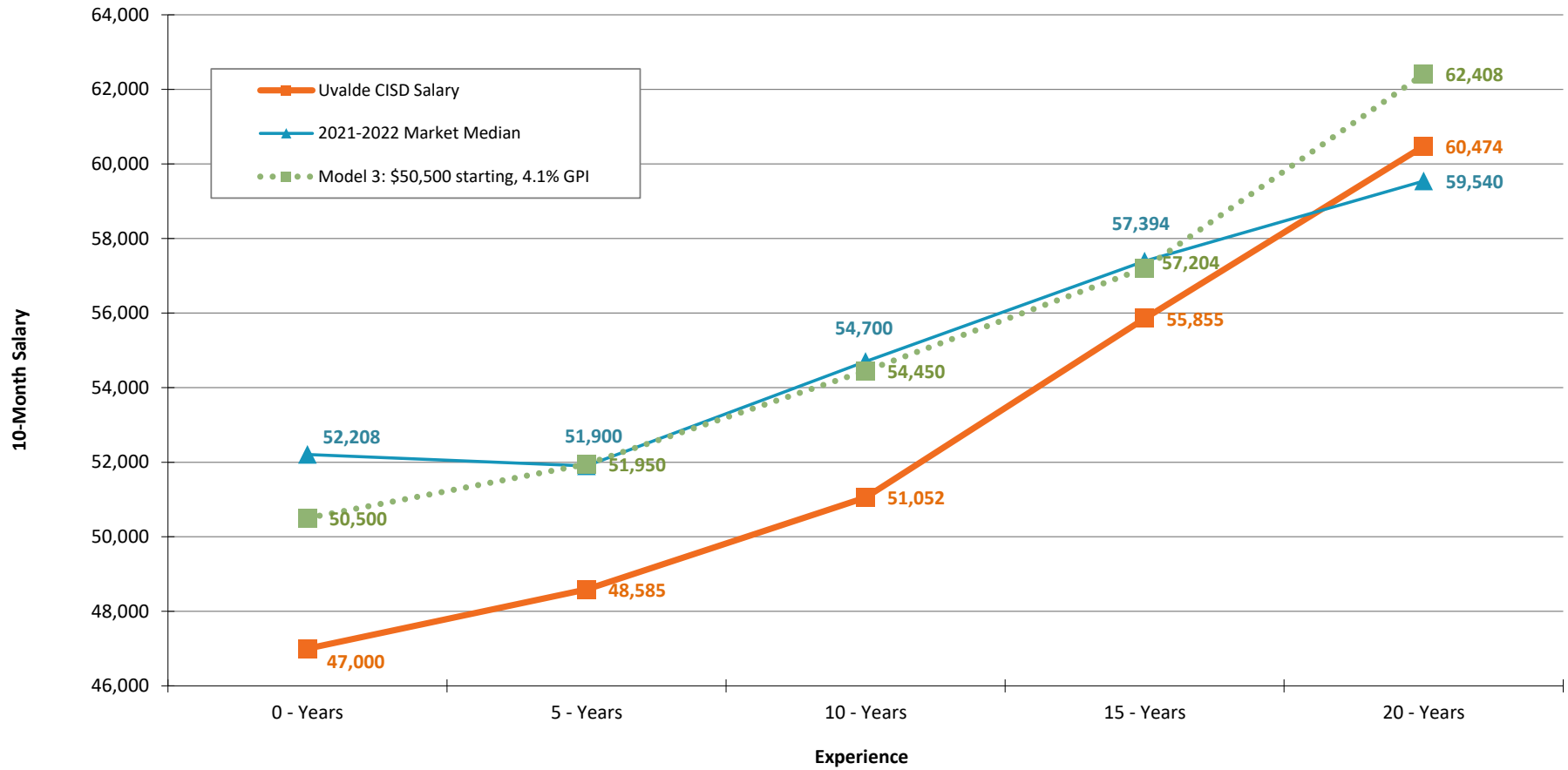
Current Market Median			Exp Diff
Value	Compare Before	Compare After	

<i>0 Years</i>			250 300 300 300 300 400 500 600 700 400 400 400 541 1,013 1,051 1,322 1,045 1,025 761 366 712 626 978 783
52,208	90%	97%	
<i>5 Years</i>			
51,900	94%	100%	
<i>10 Years</i>			
54,700	93%	100%	
<i>15 Years</i>			
57,394	97%	100%	
<i>20 Years</i>			
59,540	102%	105%	

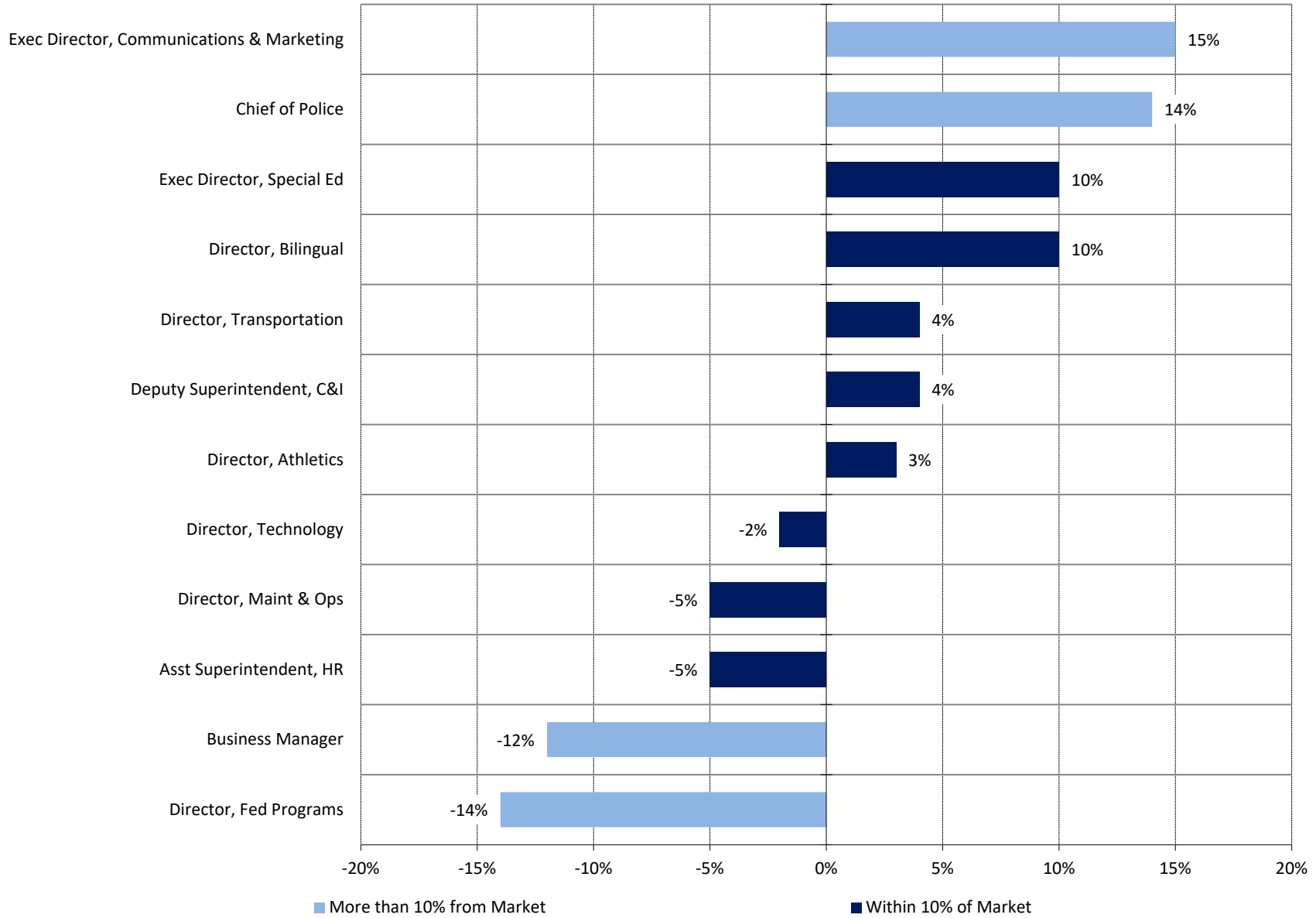
General pay increase is applied to the market median salary (\$56,564).

Pay Range Minimum	\$50,500	Pay Range Maximum	\$70,300
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**Teacher Salary Plan 2021-2022 Market Comparison
Model 3: \$50,500 starting, 4.1% GPI**



**Uvalde CISD:
Central Administration Comparisons to Market, 2021-2022**



Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Central Administration

	Benchmark Position	District Job Title	Note	Districts Reporting	2021-2022 Market Salary	2021-2022 District Salary	2021-2022 District Salary Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market
1	Chief Human Resources Officer	Asst Superintendent, HR	M	9	\$124,248	\$118,426	95%	\$104,298	84%
2	Chief of Police	Chief of Police	M	10	\$79,335	\$90,750	114%	\$82,606	104%
3	Chief Technology Officer	Director, Technology	M	7	\$94,841	\$92,772	98%	\$87,562	92%
4	Communications Officer	Exec Director, Communications & Marketing	M	8	\$95,943	\$110,068	115%	\$98,394	103%
5	Deputy Superintendent	Deputy Superintendent, C&I	M	7	\$122,839	\$128,057	104%	\$109,373	89%
6	Director of Athletics/Head Football Coach	Director, Athletics	M	8	\$95,861	\$98,510	103%	\$95,062	99%
7	Director of Bilingual Education	Director, Bilingual	M	6	\$92,446	\$101,589	110%	\$87,562	95%
8	Director of Finance/Business Manager	Business Manager	M	9	\$91,957	\$80,790	88%	\$77,931	85%
9	Director of Maintenance	Director, Maint & Operations	S	44	\$87,104	\$82,637	95%	\$87,562	101%
10	Director of Special Education	Exec Director, Special Ed	M	13	\$97,210	\$106,745	110%	\$98,394	101%
11	Director of Transportation	Director, Transportation	M	12	\$83,889	\$87,614	104%	\$87,562	104%
12	Federal Programs Administrator	Director, Federal Programs	S	31	\$89,338	\$76,500	86%	\$87,562	98%
District Comparison to Market						2021-2022 Pay	102%	Plan	96%

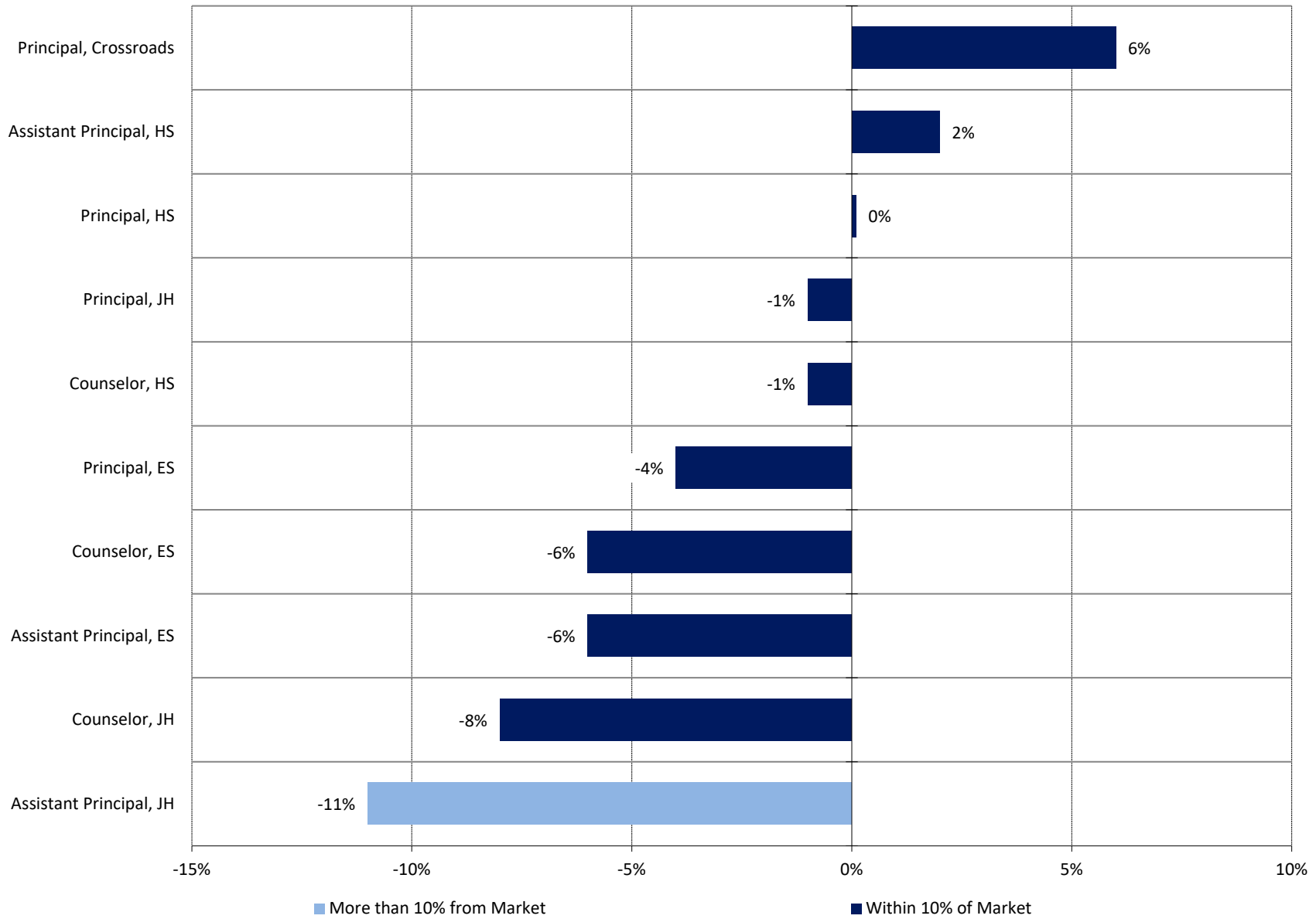
Notes

M Market salary is median of reporting comparison districts

S Market salary is median of statewide responses for student enrollment of 3,000 to 4,999

Summary of Pay Comparisons to Market	
Above (Over 110%)	2
At market (90% - 110%)	8
Below (Less than 90%)	2

**Uvalde CISD:
Campus Admin & Counselors Comparisons to Market, 2021-2022**



Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Campus Admin & Counselors

Benchmark Position	District Job Title	Diff in Days	Note	Districts Reporting	2021-2022 Market Salary	2021-2022 District Salary	2021-2022 District Salary Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market	
1 Assistant Principal - ES	Assistant Principal, ES	10	M	14	\$71,207	\$66,662	94%	\$71,437	100%	
2 Assistant Principal - HS	Assistant Principal, HS	16	M	15	\$78,000	\$79,813	102%	\$82,606	106%	
3 Assistant Principal - MS	Assistant Principal, JH	8	M	14	\$75,184	\$66,578	89%	\$71,437	95%	
4 Principal - DAEP/JAEP	Principal, Crossroads	0	M	8	\$81,000	\$86,225	106%	\$87,562	108%	
5 Principal - ES	Principal, ES	0	M	15	\$86,552	\$82,863	96%	\$82,606	95%	
6 Principal - HS	Principal, HS	0	M	15	\$104,335	\$104,653	100%	\$98,394	94%	
7 Principal - MS	Principal, JH	0	M	15	\$89,130	\$88,083	99%	\$87,562	98%	
8 School Counselor - ES	Counselor, ES	-5	M	15	\$69,600	\$65,188	94%	\$67,448	97%	
9 School Counselor - HS	Counselor, HS	10	M	15	\$70,040	\$69,479	99%	\$67,448	96%	
10 School Counselor - MS	Counselor, JH	0	M	14	\$69,441	\$63,791	92%	\$67,448	97%	
District Comparison to Market							2021-2022 Pay	97%	Plan	99%

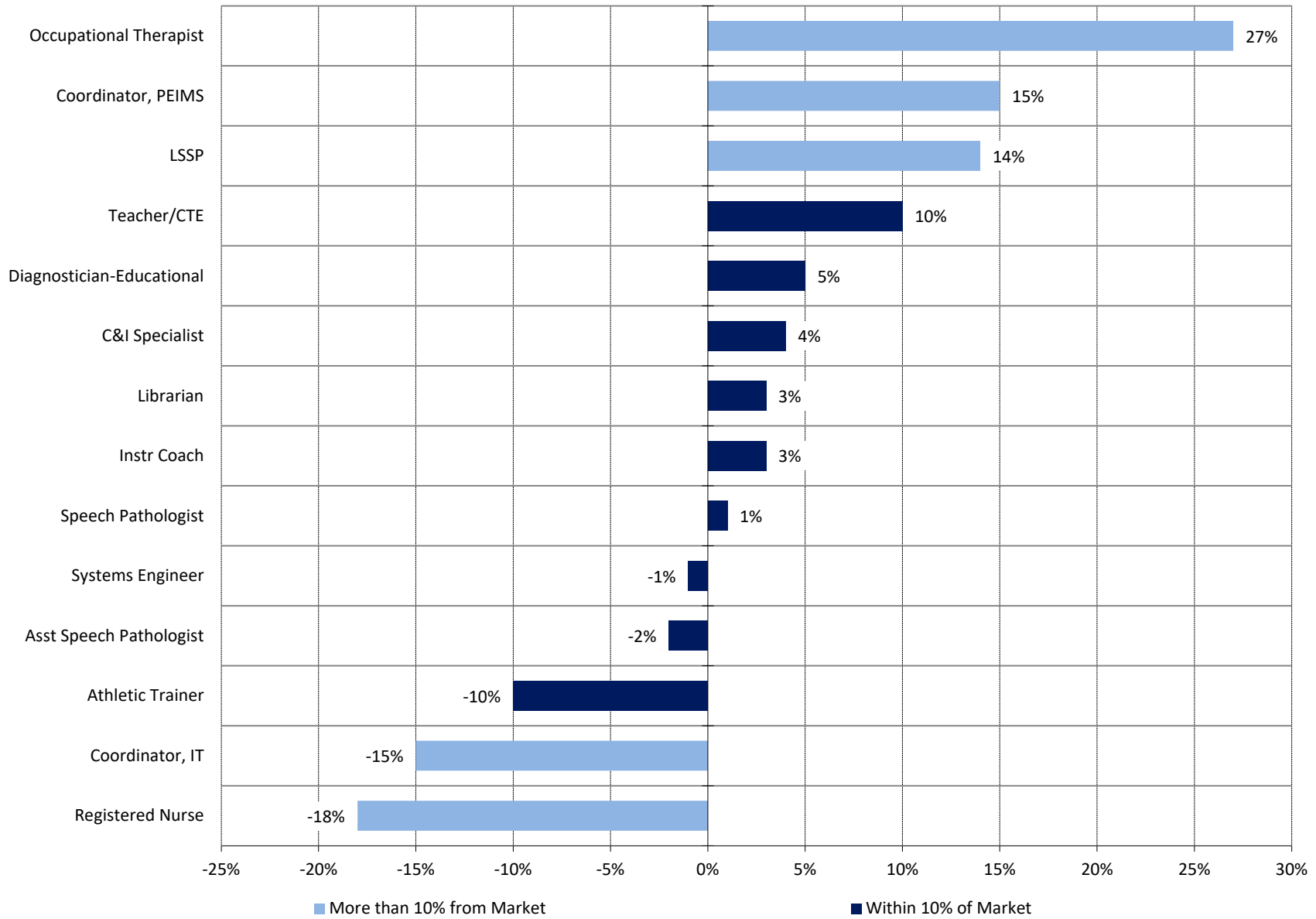
Notes

M Market salary is median of reporting comparison districts

Summary of Pay Comparisons to Market	
Above (Over 110%)	-
At market (90% - 110%)	9
Below (Less than 90%)	1

Benchmark Position	Market Days	District Days	Annual Rate Compared to Market	Daily Rate Compared to Market
Assistant Principal - ES	207	217	94%	89%
Assistant Principal - HS	210	226	102%	95%
Assistant Principal - MS	209	217	89%	85%
School Counselor - HS	207	217	99%	95%

**Uvalde CISD:
Professional Comparisons to Market, 2021-2022**



Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Professional

	Benchmark Position	District Job Title	Diff in Days	Note	Districts Reporting	2021-2022 Market Salary	2021-2022 District Salary	2021-2022 District Salary Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market
1	Athletic Trainer	Athletic Trainer	20	M	13	\$70,205	\$63,351	90%	\$71,419	102%
2	Diagnostician	Diagnostician-Educational	9	M	9	\$69,722	\$73,416	105%	\$67,448	97%
3	District PEIMS Specialist	Coordinator, PEIMS	0	M	11	\$42,813	\$49,051	115%	\$56,735	133%
4	Instructional Coach (Campus Level)	Instructional Coach	-3	M	10	\$61,312	\$62,856	103%	\$67,448	110%
5	Instructional Coordinator	C&I Specialist	0	M	5	\$73,161	\$76,366	104%	\$73,580	101%
6	IT Coordinator/Manager	Coordinator, IT	0	M	7	\$78,430	\$66,320	85%	\$73,580	94%
7	Librarian	Librarian	-6	M	12	\$63,646	\$65,702	103%	\$56,685	89%
8	Licensed Specialist in School Psychology	LSSP	15	M	9	\$69,371	\$79,397	114%	\$75,722	109%
9	Nurse (RN)	Registered Nurse	0	M	13	\$61,164	\$50,098	82%	\$55,485	91%
10	Occupational Therapist	Occupational Therapist	-8	M	6	\$66,760	\$85,028	127%	\$64,943	97%
11	ROTC Instructor	Teacher/CTE	-15	M	11	\$70,232	\$77,351	110%	\$67,606	96%
12	Speech-Language Pathologist	Speech Pathologist	9	M	13	\$69,693	\$70,121	101%	\$71,437	103%

Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Professional

	Benchmark Position	District Job Title	Diff in Days	Note	Districts Reporting	2021-2022 Market Salary	2021-2022 District Salary	2021-2022 District Salary Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market
13	Speech-Language Pathology Assistant	Asst Speech Pathologist	0	M	11	\$60,473	\$59,247	98%	\$51,054	84%
14	Systems Programmer/Analyst - Senior	Systems Engineer	0	C	1	\$80,366	\$79,529	99%	\$77,931	97%
District Comparison to Market							2021-2022 Pay	103%	Plan	100%

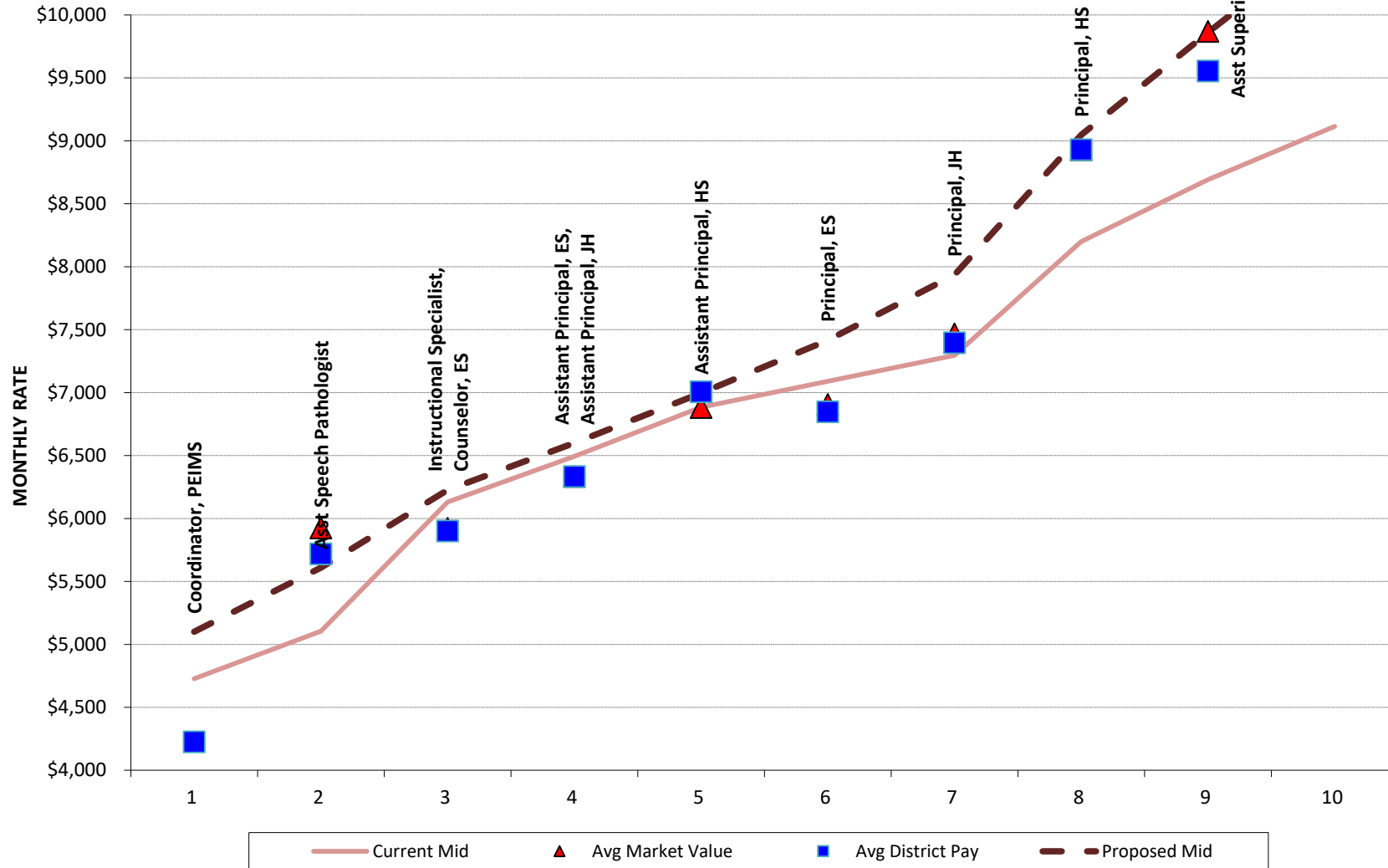
Notes

- M** Market salary is median of reporting comparison districts
- C** Market salary is average of non-school and school markets

Summary of Pay Comparisons to Market	
	Above (Over 110%) 3
	At market (90% - 110%) 9
	Below (Less than 90%) 2

Benchmark Position	Market Days	District Days	Annual Rate Compared to Market	Daily Rate Compared to Market
Athletic Trainer	187	207	90%	82%
Diagnostician	197	206	105%	101%
Librarian	193	187	103%	107%
Licensed Specialist in School Psychology	202	217	114%	107%
Occupational Therapist	195	187	127%	133%
ROTC Instructor	226	211	110%	118%
Speech-Language Pathologist	197	206	101%	96%

Structure Development
Uvalde CISD
 Administrative Professional



2022-2023 Proposed Administrative Professional Pay Plan

Uvalde CISD

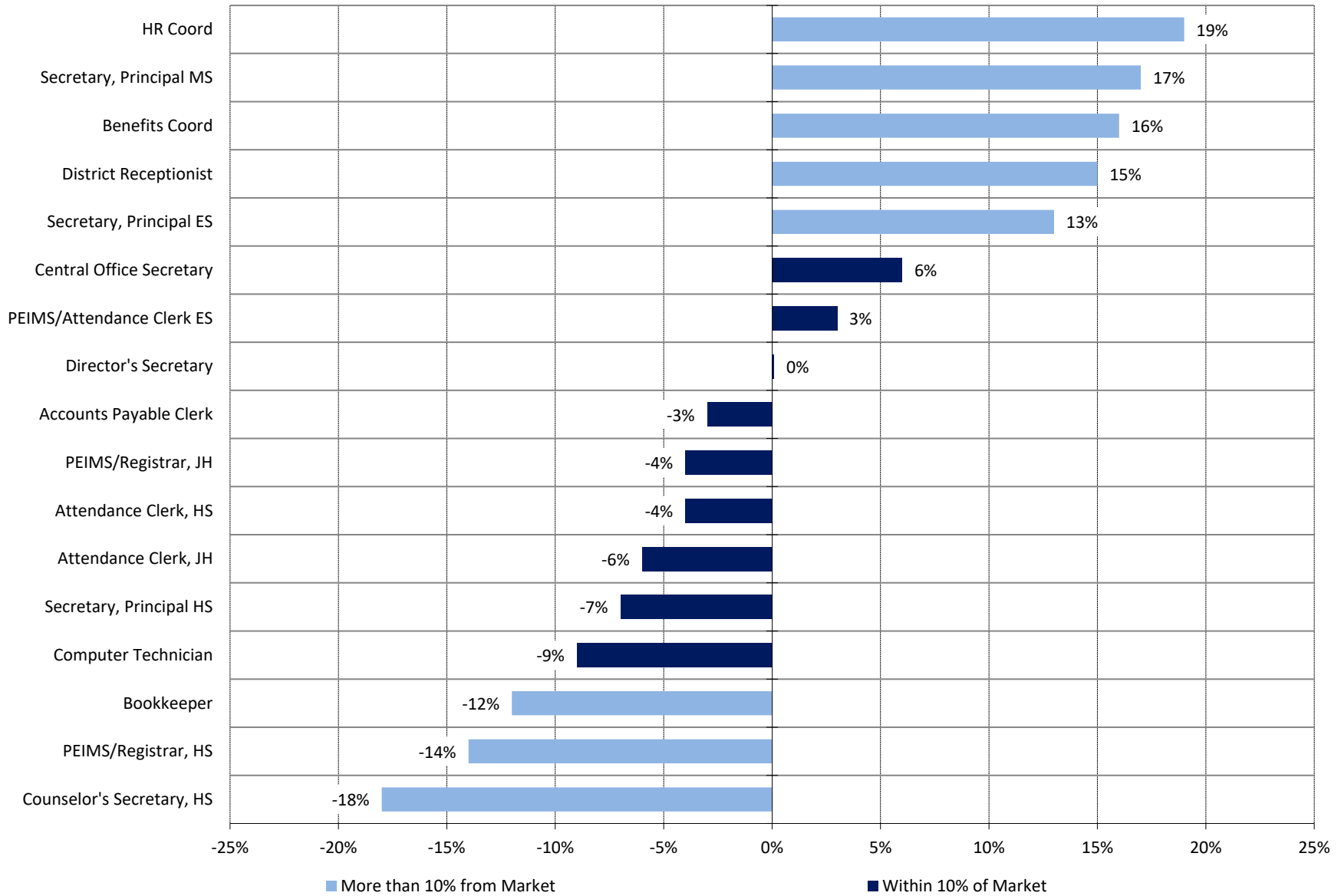
Pay Grade	Current Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
1				Monthly	\$4,183	\$5,100	\$6,017
	1	Bilingual & Migrant Specialist	12	12 Months	50,190	61,200	72,210
	1	Coodinator, Federal Programs	12				
	1	Coordinator, Athletics	12				
	1	Coordinator, Benefits	12				
	1	Coordinator, C&I	12				
	1	Coordinator, Human Resources	12				
	1	Coordinator, Maintenance & Operations	12				
	1	Coordinator, PEIMS	12				
	1	Media Coordinator	12				
2				Monthly	\$4,656	\$5,610	\$6,564
	2	Administrative Professional	11	10 Months	46,563	56,100	65,637
	2	Asst Speech Pathologist	10	11 Months	51,219	61,710	72,201
	2	Family-Student Support Counsel	10, 11				
3				Monthly	\$5,168	\$6,227	\$7,286
	3	Blended Learning Specialist	11	11 Months	56,853	68,498	80,143
	3	C&I Specialist	12	12 Months	62,022	74,725	87,429
	3	College & Career Advisor	12				
	3	College & Career Specialist ACE	12				
	3	Coordinator, Finance	12				
	3	Coordinator, IT	12				
	3	Coordinator, Special Ed. Compliance	12				
	3	Counselor, ES	11				
	3	Counselor, JH	11				
	3	Detective/Lieutenant	12				
	3	Director, TX 21st Century Co	12				
	3	Early Literacy Coach	11				
	3	Instructional Coach	11				
	3	Instructional Specialist	12				
	3	Payroll Coordinator	12				
4				Monthly	\$5,479	\$6,601	\$7,723
	4	Assistant Principal, ES	11	11 Months	60,265	72,608	84,951
	4	Assistant Principal, JH	11	12 Months	65,743	79,209	92,674
	4	Business Manager	12				
↑	3	Counselor, HS	11				
↑	3	Diagnostician-Educational	11				
↑	3	Speech Pathologist CFY	11				
5				Monthly	\$5,842	\$6,997	\$8,151
	5	Academic Dean	12	10 Months	58,423	69,968	81,512
	5	Assistant Principal, HS	12	11 Months	64,265	76,964	89,664
	5	Asst Director, Special Ed	12	12 Months	70,108	83,961	97,815
	5	Chief of Police	12				
	5	LSSP	11				
↑	4	Occupational Therapist	10				
↑	4	Speech Pathologist	11				
↑	4	Systems Engineer	12				

2022-2023 Proposed Administrative Professional Pay Plan

Uvalde CISD

Pay Grade	Current Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
6				Monthly	\$6,193	\$7,417	\$8,640
↑	5	Principal, ES	12	12 Months	74,314	88,999	103,684
	6	Vice Principal, HS	12				
7				Monthly	\$6,626	\$7,936	\$9,245
	7	Director, Athletics	12	12 Months	79,516	95,229	110,942
	7	Director, Bilingual	12				
	7	Director, Federal Programs	12				
	7	Director, Maint & Operations	12				
	7	Director, Student Services	12				
	7	Director, Technology	12				
	7	Director, Transportation	12				
	7	Principal, Crossroads	12				
	7	Principal, JH	12				
8				Monthly	\$7,554	\$9,047	\$10,539
	8	Exec Director, Communications & Marketing	12	12 Months	90,648	108,561	126,473
	8	Exec Director, Special Ed	12				
	8	Principal, HS	12				
9				Monthly	\$8,234	\$9,861	\$11,488
	9	Asst Superintendent, HR	12	12 Months	98,807	118,331	137,856
	9	Asst Superintendent, Personnel Dev & Accountability	12				
10				Monthly	\$8,893	\$10,650	\$12,407
	10	Deputy Superintendent, C&I	12	12 Months	106,711	127,798	148,885

**Uvalde CISD:
Clerical & Technical Comparisons to Market, 2021-2022**



Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Clerical & Technical

	Benchmark Position	District Job Title	Note	Districts Reporting	2021-2022 Market Rate	2021-2022 District Rate	2021-2022 District Rate Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market
1	Accounts Payable Clerk	Accounts Payable Clerk	C	14	\$20.69	\$20.11	97%	\$19.53	94%
2	Bookkeeper - HS	Bookkeeper	C	7	\$20.93	\$18.46	88%	\$18.43	88%
3	Campus Attendance/PEIMS Data Clerk - ES	PEIMS/Attendance Clerk ES	M	14	\$16.14	\$16.65	103%	\$17.39	108%
4	Campus Attendance/PEIMS Data Clerk - HS	Attendance Clerk, HS	M	14	\$17.50	\$16.87	96%	\$17.39	99%
5	Campus Attendance/PEIMS Data Clerk - MS	Attendance Clerk, JH	M	14	\$16.23	\$15.32	94%	\$17.39	107%
6	Campus Secretary	Counselor's Secretary, HS	C	4	\$16.48	\$13.45	82%	\$14.70	89%
7	Computer Technician	Computer Technician	C	14	\$24.53	\$22.39	91%	\$20.69	84%
8	Director Secretary	Director's Secretary	M	10	\$19.70	\$19.68	100%	\$19.53	99%
9	Employee Benefits Specialist	Benefits Coordinator	C	7	\$24.02	\$27.91	116%	\$31.38	131%
10	Human Resources Specialist	Human Resources Coordinator	M	9	\$23.00	\$27.33	119%	\$31.38	136%
11	Principal Secretary - ES	Secretary, Principal ES	M	15	\$19.00	\$21.50	113%	\$19.53	103%
12	Principal Secretary - HS	Secretary, Principal HS	M	15	\$21.35	\$19.80	93%	\$19.53	91%
13	Principal Secretary - MS	Secretary, Principal MS	M	14	\$19.63	\$23.00	117%	\$19.53	99%
14	Receptionist - Central Office	District Receptionist	M	11	\$16.11	\$18.55	115%	\$18.43	114%
15	Registrar - HS	PEIMS/Registrar, HS	M	10	\$20.36	\$17.46	86%	\$18.43	91%
16	Registrar - MS	PEIMS/Registrar, JH	M	4	\$15.66	\$15.06	96%	\$17.39	111%

Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Clerical & Technical

Benchmark Position	District Job Title	Note	Districts Reporting	2021-2022 Market Rate	2021-2022 District Rate	2021-2022 District Rate Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market	
17 Superintendent Secretary	Central Office Secretary	M	13	\$29.06	\$30.86	106%	\$22.56	78%	
District Comparison to Market						2021-2022 Pay	101%	Plan	101%

Notes

- M Market salary is median of reporting comparison districts
- C Market salary is average of non-school and school markets

Summary of Pay Comparisons to Market	Above (Over 110%)	5
	At market (90% - 110%)	9
	Below (Less than 90%)	3

Uvalde CISD

Market Minimum Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Clerical & Technical
Pay Range Minimums

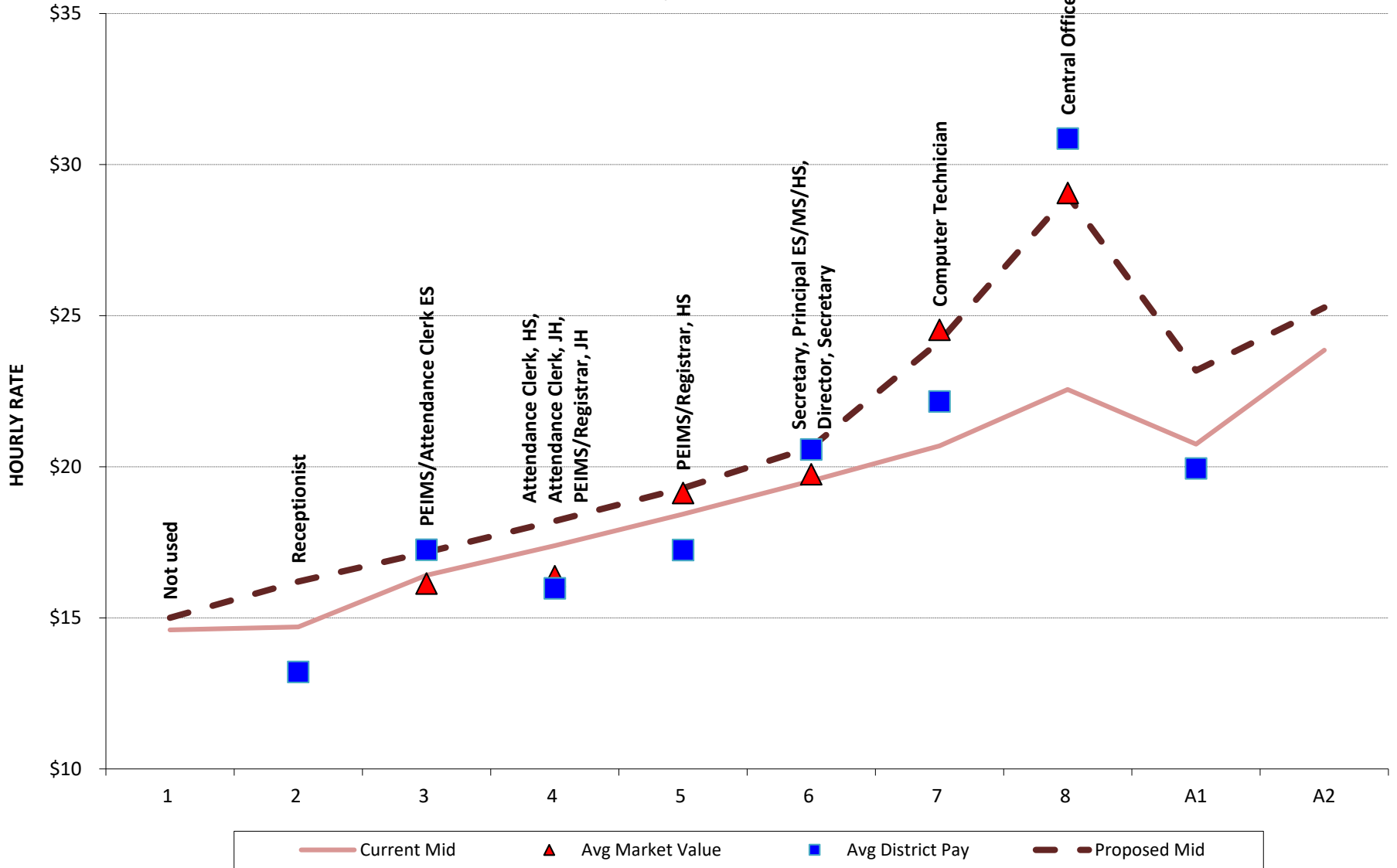
	Benchmark Position	District Job Title	Note	Districts Reporting	2021-2022 Market Rate Minimum	2021-2022 District Rate Minimum	2021-2022 District Minimum Compared to Market
1	Accounts Payable Clerk	Accounts Payable Clerk	M	12	\$16.74	\$16.21	97%
2	Bookkeeper - HS	Bookkeeper	M	5	\$16.27	\$15.30	94%
3	Campus Attendance/PEIMS Data Clerk - ES	PEIMS/Attendance Clerk ES	M	11	\$13.02	\$14.26	110%
4	Campus Attendance/PEIMS Data Clerk - HS	Attendance Clerk, HS	M	11	\$13.50	\$14.26	106%
5	Campus Attendance/PEIMS Data Clerk - MS	Attendance Clerk, JH	M	11	\$13.50	\$14.26	106%
6	Campus Secretary	Counselor's Secretary, HS	M	4	\$14.08	\$11.75	83%
7	Computer Technician	Computer Technician	M	11	\$20.38	\$17.38	85%
8	Director Secretary	Director's Secretary	M	9	\$16.11	\$16.21	101%
9	Principal Secretary - ES	Secretary, Principal ES	M	12	\$16.10	\$16.21	101%
10	Principal Secretary - HS	Secretary, Principal HS	M	12	\$16.49	\$16.21	98%
11	Principal Secretary - MS	Secretary, Principal MS	M	11	\$16.11	\$16.21	101%
12	Receptionist - Central Office	District Receptionist	M	9	\$13.50	\$15.30	113%
13	Registrar - HS	PEIMS/Registrar, HS	M	9	\$14.69	\$15.30	104%
14	Registrar - MS	PEIMS/Registrar, JH	M	4	\$14.10	\$14.26	101%
15	Superintendent Secretary	Central Office Secretary	M	11	\$24.00	\$18.49	77%
District Comparison to Market						Plan	98%

Notes

M Market minimum is median of reporting comparison districts

Summary of Minimum Comparisons to Market	Above (Over 110%)	1
	At market (90% - 110%)	11
	Below (Less than 90%)	3

Structure Development
Uvalde CISD
 Paraprofessional

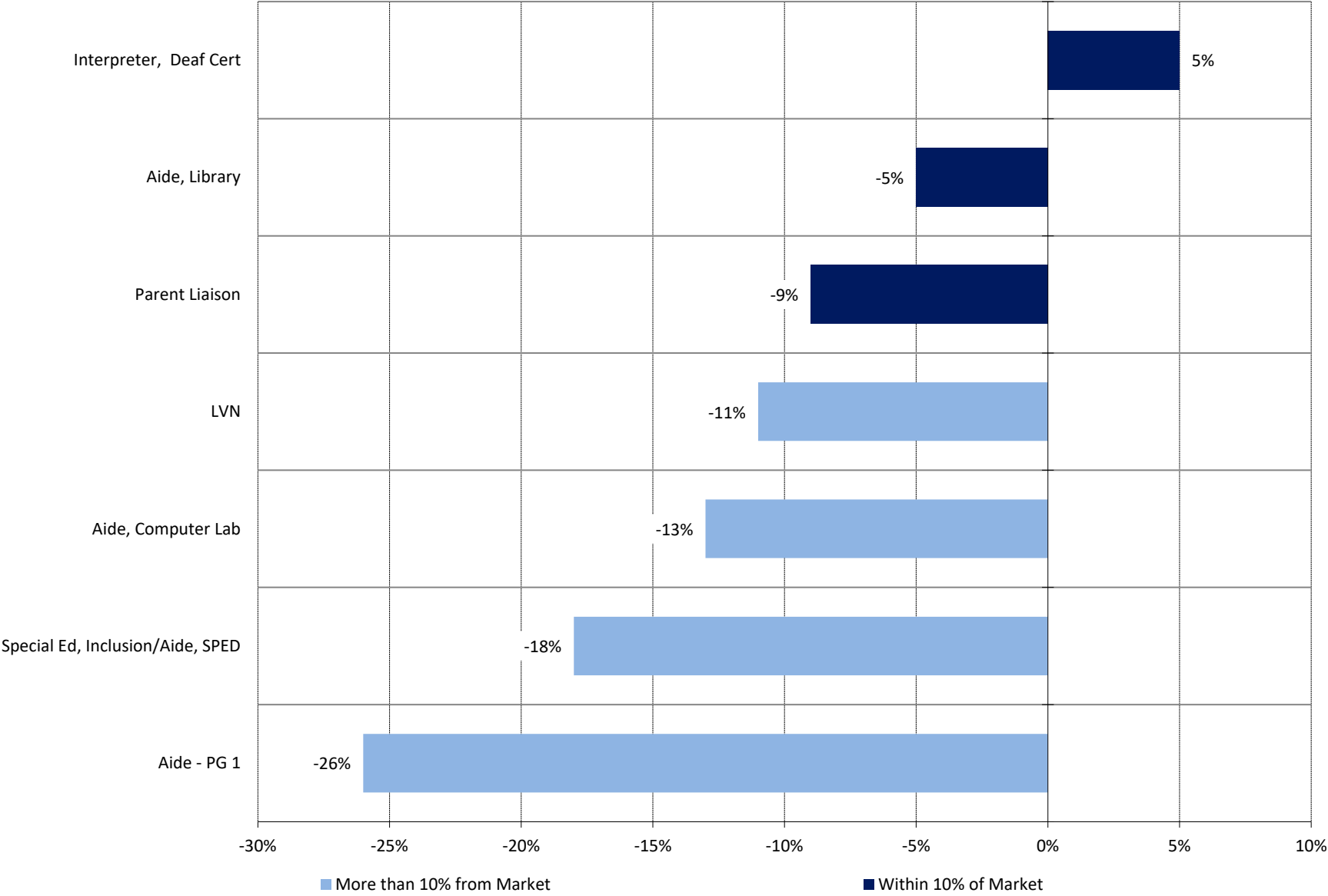


2022-2023 Proposed Paraprofessional Pay Plan

Uvalde CISD

Pay Grade	Current Grade	Job Title	Calendars	Minimum	Midpoint	Maximum
2						
	2	Counselor's Secretary, HS	197, 217	Hourly \$13.00	\$16.20	\$19.40
↑	1	Receptionist	187	187 Days	19,448	24,235
				197 Days	20,488	25,531
				217 Days	22,568	28,123
3						
	3	NGS Data Specialist	202	Hourly \$14.00	\$17.17	\$20.34
	3	PEIMS Clerk, Special Education	217	193 Days	21,616	26,510
	3	PEIMS/Attendance Clerk ES	193	202 Days	22,624	27,747
	3	Special Ed, LEP Clerk	202	217 Days	24,304	29,807
4						
	4	Attendance Clerk, HS	217	Hourly \$15.00	\$18.20	\$21.40
	4	Attendance Clerk, JH	217	217 Days	26,040	31,595
	4	PEIMS/Attendance Clerk ES	217			
	4	PEIMS/Registrar, JH	217			
5						
	5	Bookkeeper	226	Hourly \$15.82	\$19.29	\$22.76
	5	District Receptionist	226	226 Days	28,603	34,876
	5	Family Outreach Specialist	226			
	5	PEIMS/Registrar, HS	226			
↓	6	Secretary, Assistant Principal HS	226			
6						
	6	Accounts Payable Clerk	226	Hourly \$16.92	\$20.64	\$24.36
	6	Director's Secretary - Transportation	226	217 Days	29,373	35,831
	6	Director's Secretary, Bilingual & Migrant Dept.	226	226 Days	30,591	37,317
	6	Director's Secretary, C&I	226	240 Days	32,486	39,629
	6	Director's Secretary, Human Resources	226			
	6	Director's Secretary, M&O	240			
	6	Director's Secretary, Special Ed	226			
	6	Secretary, Food Services	226			
	6	Secretary, Principal ES	217, 226			
	6	Secretary, Principal HS	226			
	6	Secretary, Principal MS	226			
7						
	7	Computer Technician	226	Hourly \$19.80	\$24.15	\$28.50
↑	6	District Webmaster	226	226 Days	35,798	43,663
8						
	8	Central Office Secretary	226	Hourly \$23.76	\$28.98	\$34.20
				226 Days	42,958	52,396
A1						
	A1	Coordinator, ACE	206	Hourly \$19.00	\$23.18	\$27.36
	1	Family Engagement Specialist	206	206 Days	31,312	38,201

**Uvalde CISD:
Instructional Support Comparisons to Market, 2021-2022**



Uvalde CISD

Market Minimum Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Instructional Support
Pay Range Minimums

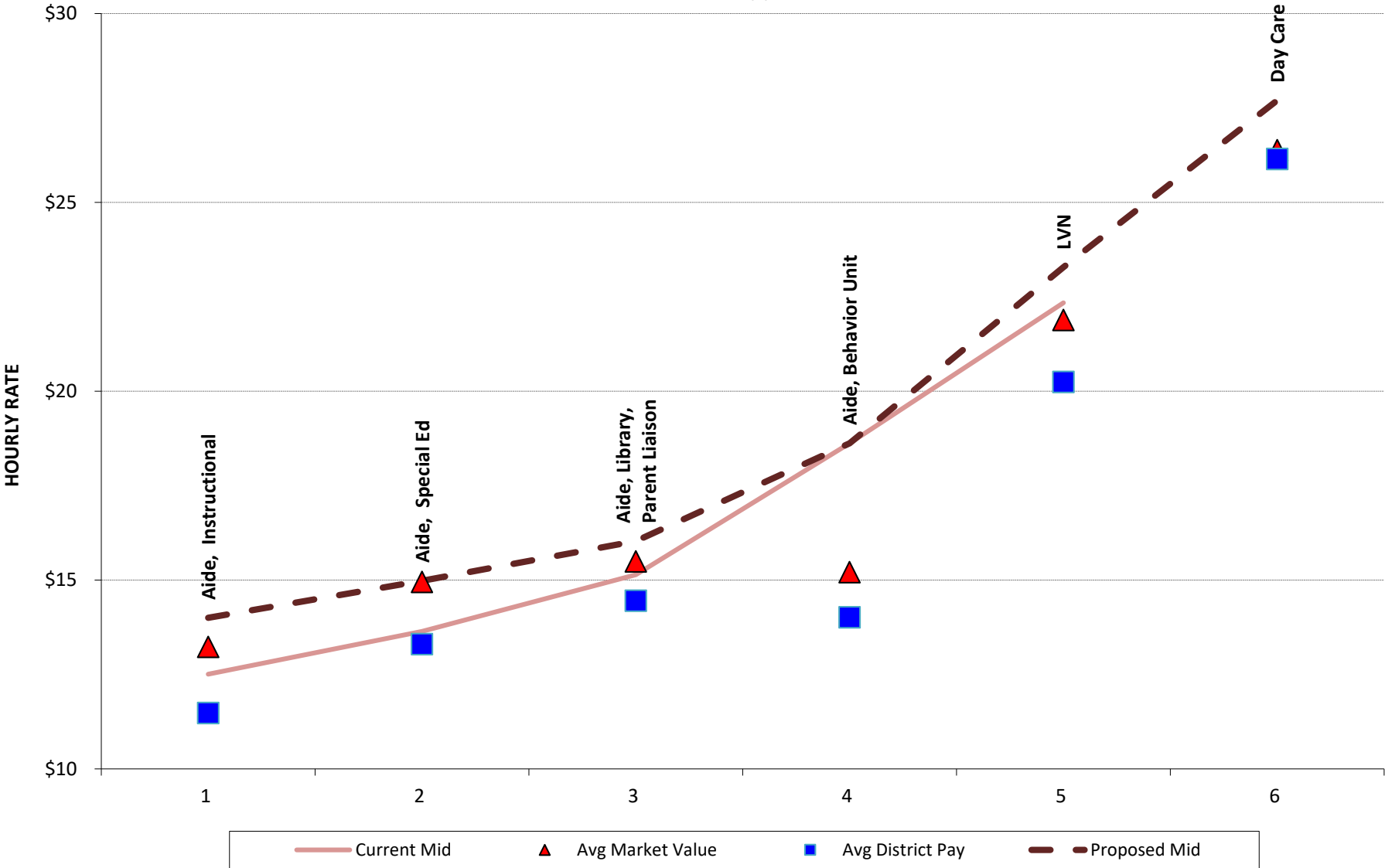
Benchmark Position		District Job Title	Note	Districts Reporting	2021-2022 Market Rate Minimum	2021-2022 District Rate Minimum	2021-2022 District Minimum Compared to Market
1	Classroom Teacher Aide	Aide - PG 1	M	12	\$11.93	\$9.76	82%
2	Computer Lab Aide	Aide, Computer Lab	M	8	\$12.03	\$10.63	88%
3	Deaf-Education Interpreter (Basic)	Interpreter, Deaf Certified	M	2	\$14.18	\$15.28	108%
4	Library Aide	Aide, Library	M	10	\$12.15	\$11.81	97%
5	Licensed Vocational Nurse (LVN)	LVN	M	9	\$17.51	\$15.28	87%
6	Parent Liaison	Parent Liaison	M	4	\$14.49	\$11.81	82%
7	Special Education Aide - General/Resource	Special Ed, Inclusion/Aide, SPED	M	8	\$12.18	\$10.63	87%
8	Special Education Aide - Self-Contained		M	9	\$13.50		
District Comparison to Market						Plan	90%

Notes

M Market minimum is median of reporting comparison districts

Summary of Minimum Comparisons to Market	Above (Over 110%)	-
	At market (90% - 110%)	2
	Below (Less than 90%)	5

Structure Development
 Uvalde CISD
 Instructional Support

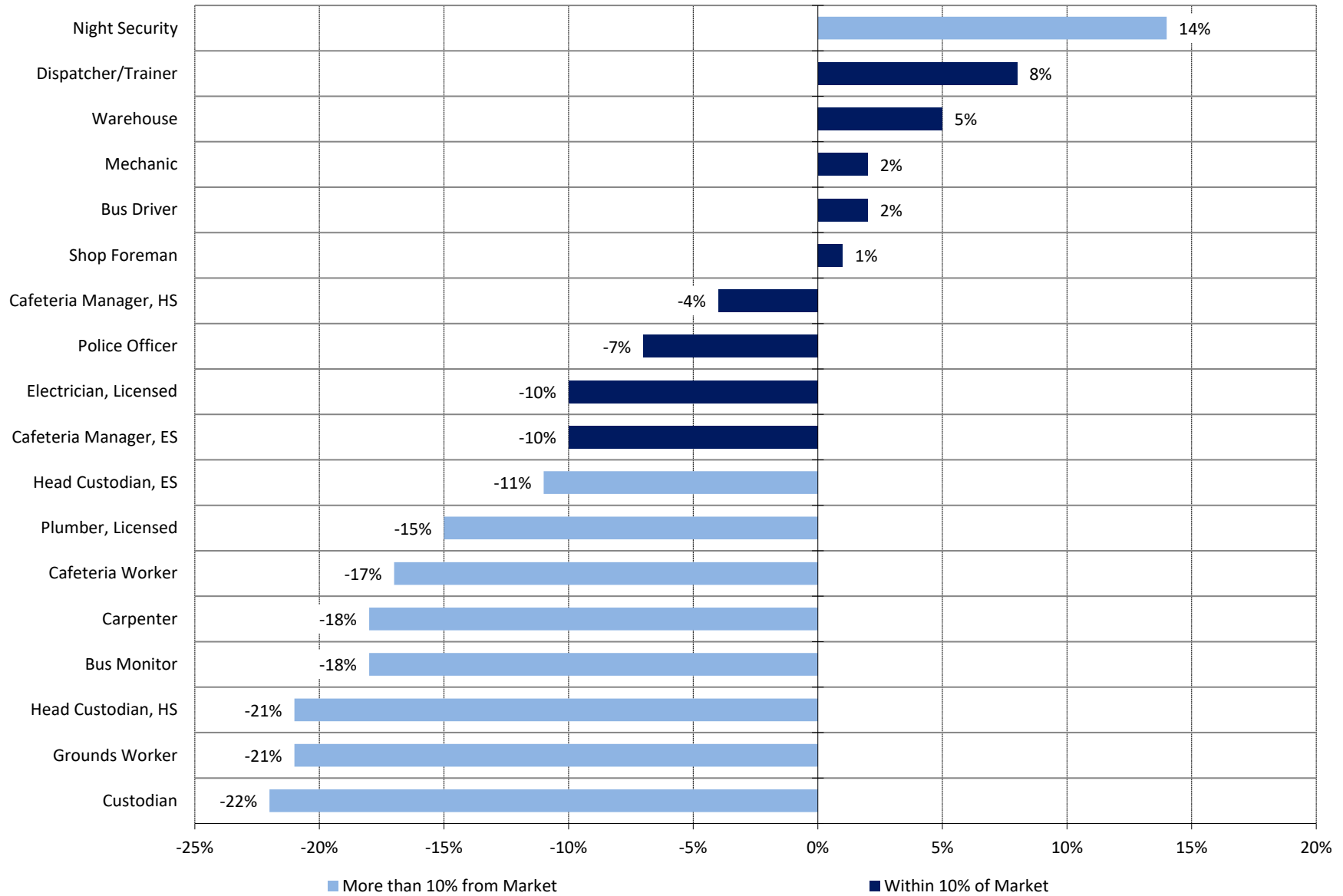


2022-2023 Proposed Instructional Support Pay Plan

Uvalde CISD

Pay Grade	Current Grade	Job Title	Calendars	Hourly	Minimum	Midpoint	Maximum
1				Hourly	\$11.25	\$14.00	\$16.75
				187 Days	16,830	20,944	25,058
	1	Aide - 3K	187				
	1	Aide - Sub	187				
	1	Aide, Dual Language	187				
	1	Aide, Instructional	187				
	1	Aide, ISS	187				
	1	Aide, PE	187				
	1	Aide, Pre-K	187				
	1	Aide, Pre-K Dual Language	187				
	1	Aide, Sub	187				
	1	Aide, Kinder Dual Langage	187				
	1	Care Giver	187				
2				Hourly	\$12.15	\$14.98	\$17.81
				187 Days	18,176	22,410	26,644
	2, 5	Aide, Math Lab	187				
	2	Aide, Reading	187				
	2	Aide, Special Ed	187				
	2	Aide, Computer Lab	187				
	2	Aide, Special Ed - 224	187				
	2	Special Ed, Inclusion	187				
3				Hourly	\$13.00	\$16.03	\$19.06
				187 Days	19,448	23,981	28,514
	3	Aide, FLS	187				
	3	Aide, Library	187				
	3	Parent Liaison	197	197 Days	20,488	25,263	30,039
4				Hourly	\$15.29	\$18.62	\$21.95
				187 Days	22,874	27,856	32,837
↑	3	Aide, Behavior Unit	187				
	4	Aide, Deaf Ed	187				
	4	Interpreter - Deaf Non-Certified	187				
5				Hourly	\$18.86	\$23.28	\$27.70
				187 Days	28,215	34,827	41,439
	4, 5	Interpreter, Deaf Certified	187				
↑	4	LVN	187				
	5	Student Success Officer	187				
6				Hourly	\$22.44	\$27.70	\$32.96
				202 Days	36,263	44,763	53,263
↑	5	Day Care Supervisor	202				

**Uvalde CISD:
Auxiliary Comparisons to Market, 2021-2022**



Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Auxiliary

	Benchmark Position	District Job Title	Note	Districts Reporting	2021-2022 Market Rate	2021-2022 District Rate	2021-2022 District Rate Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market
1	Bus Driver	Bus Driver	M	15	\$17.66	\$17.93	102%	\$17.51	99%
2	Bus Monitor	Bus Monitor	M	11	\$13.13	\$10.82	82%	\$10.95	83%
3	Cafeteria Manager - ES	Cafeteria Manager, ES	M	13	\$18.00	\$16.18	90%	\$15.15	84%
4	Cafeteria Manager - HS	Cafeteria Manager, HS	M	12	\$20.23	\$19.34	96%	\$17.73	88%
5	Cafeteria Worker	Cafeteria Worker	C	15	\$13.37	\$11.06	83%	\$11.99	90%
6	Carpenter	Carpenter	C	7	\$22.21	\$18.26	82%	\$17.73	80%
7	Crossing Guard	Crossing Guard	C,X	1	\$13.27	\$8.68	65%	-	
8	Custodian	Custodian	C	15	\$13.82	\$10.78	78%	\$11.99	87%
9	Electrician	Electrician, Licensed	C	11	\$25.77	\$23.24	90%	\$20.73	80%
10	Groundskeeper	Grounds Worker	C	14	\$14.69	\$11.62	79%	\$11.99	82%
11	Lead Custodian - ES	Head Custodian, ES	M	11	\$16.51	\$14.69	89%	\$14.03	85%
12	Lead Custodian - HS	Head Custodian, HS	M	12	\$18.84	\$14.97	79%	\$15.15	80%
13	Maintenance Foreman	Shop Foreman	C	6	\$28.75	\$29.07	101%	\$25.06	87%
14	Plumber	Plumber, Licensed	C	7	\$25.77	\$21.81	85%	\$20.73	80%
15	Police Officer/Certified Peace Officer	Police Officer	C	11	\$25.88	\$24.00	93%	\$24.76	96%
16	Security Guard	Night Security	C	5	\$14.62	\$16.67	114%	\$14.03	96%
17	Transportation Dispatcher	Dispatcher/Trainer	C	7	\$20.08	\$21.78	108%	\$20.70	103%

Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Auxiliary

	Benchmark Position	District Job Title	Note	Districts Reporting	2021-2022 Market Rate	2021-2022 District Rate	2021-2022 District Rate Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market	
18	Vehicle Mechanic	Mechanic	C	12	\$22.16	\$22.58	102%	\$20.70	93%	
19	Warehouse Assistant	Warehouse	M	6	\$16.38	\$17.21	105%	\$14.03	86%	
District Comparison to Market							2021-2022 Pay	92%	Plan	88%

Notes

- M** Market salary is median of reporting comparison districts
- C** Market salary is average of non-school and school markets

Summary of Pay Comparisons to Market	Above (Over 110%)	1
	At market (90% - 110%)	9
	Below (Less than 90%)	8

Uvalde CISD

Market Minimum Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Auxiliary
Pay Range Minimums

Benchmark Position		District Job Title	Note	Districts Reporting	2021-2022 Market Rate Minimum	2021-2022 District Rate Minimum	2021-2022 District Minimum Compared to Market
1	Bus Driver	Bus Driver	M	10	\$14.89	\$14.80	99%
2	Bus Monitor	Bus Monitor	M	8	\$10.13	\$9.24	91%
3	Cafeteria Manager - ES	Cafeteria Manager, ES	M	10	\$14.71	\$12.42	84%
4	Cafeteria Manager - HS	Cafeteria Manager, HS	M	9	\$16.18	\$14.53	90%
5	Cafeteria Worker	Cafeteria Worker	M	12	\$10.57	\$10.00	95%
6	Carpenter	Carpenter	M	6	\$17.64	\$14.53	82%
6	Crossing Guard	Crossing Guard	M,H				
7	Custodian	Custodian	M	12	\$11.03	\$10.00	91%
8	Electrician	Electrician, Licensed	M	9	\$20.46	\$17.72	87%
9	Groundskeeper	Grounds Worker	M	11	\$12.09	\$10.00	83%
10	Lead Custodian - ES	Head Custodian, ES	M	8	\$13.62	\$11.51	85%
11	Lead Custodian - HS	Head Custodian, HS	M	9	\$13.72	\$12.42	91%
12	Maintenance Foreman	Shop Foreman	M	4	\$21.98	\$21.28	97%
13	Plumber	Plumber, Licensed	M	6	\$19.73	\$17.72	90%
14	Police Officer/Certified Peace Officer	Police Officer	M	8	\$20.49	\$20.74	101%
15	Security Guard	Night Security	E	6	\$12.42	\$11.51	93%
16	Transportation Dispatcher	Dispatcher/Trainer	M	5	\$16.18	\$17.53	108%

Uvalde CISD

Market Minimum Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Auxiliary
Pay Range Minimums

Benchmark Position		District Job Title	Note	Districts Reporting	2021-2022 Market Rate Minimum	2021-2022 District Rate Minimum	2021-2022 District Minimum Compared to Market
17	Vehicle Mechanic	Mechanic	M	9	\$17.66	\$17.53	99%
18	Warehouse Assistant	Warehouse	M	4	\$13.59	\$11.51	85%
District Comparison to Market						Plan	92%

Notes

M Market minimum is median of reporting comparison districts

Summary of Minimum Comparisons to Market	Above (Over 110%)	-
	At market (90% - 110%)	12
	Below (Less than 90%)	6

Uvalde CISD

Market Comparisons, 2021-2022

Positions Sorted by Benchmark Position

Instructional Support

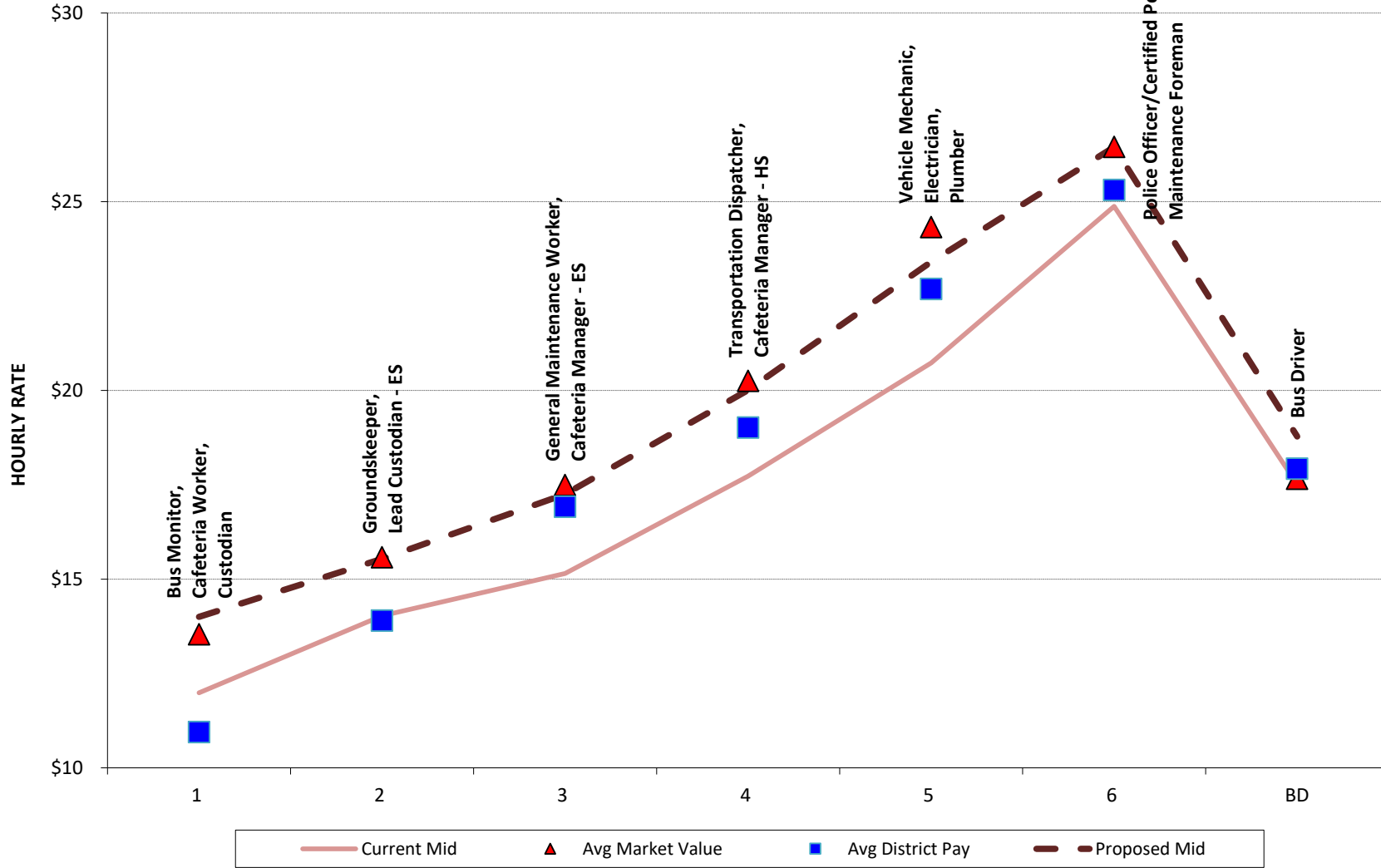
Benchmark Position	District Job Title	Note	Districts Reporting	2021-2022 Market Rate	2021-2022 District Rate	2021-2022 District Rate Compared to Market	2021-2022 District Pay Range Midpoint	2021-2022 Pay Range Midpoint Compared to Market	
1 Classroom Teacher Aide	Aide - PG 1	M	15	\$13.23	\$9.76	74%	\$12.51	95%	
2 Computer Lab Aide	Aide, Computer Lab	M	10	\$15.17	\$13.16	87%	\$13.64	90%	
3 Deaf-Education Interpreter (Basic)	Interpreter, Deaf Certified	C	3	\$22.79	\$23.93	105%	\$20.48	90%	
4 Library Aide	Aide, Library	M	13	\$15.90	\$15.03	95%	\$15.14	95%	
5 Licensed Vocational Nurse (LVN)	LVN	C	11	\$21.59	\$19.14	89%	\$18.62	86%	
6 Parent Liaison	Parent Liaison	M	5	\$16.33	\$14.81	91%	\$15.14	93%	
7 Special Education Aide - General/Resource	Special Ed, Inclusion/Aide, SPED	M	10	\$14.90	\$12.29	82%	\$13.64	92%	
District Comparison to Market						2021-2022 Pay	89%	Plan	92%

Notes

- M** Market salary is median of reporting comparison districts
- C** Market salary is average of non-school and school markets

Summary of Pay Comparisons to Market	Above (Over 110%)	-
	At market (90% - 110%)	3
	Below (Less than 90%)	4

Structure Development
Uvalde CISD
 Auxiliary



2022-2023 Proposed Paraprofessional Pay Plan

Uvalde CISD

Pay Grade	Current Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
2							
	2	Counselor's Secretary, HS	197, 217	Hourly	\$13.00	\$16.20	\$19.40
↑	1	Receptionist	187	187 Days	19,448	24,235	29,022
				197 Days	20,488	25,531	30,574
				217 Days	22,568	28,123	33,678
3							
	3	NGS Data Specialist	202	Hourly	\$14.00	\$17.17	\$20.34
	3	PEIMS Clerk, Special Education	217	193 Days	21,616	26,510	31,405
	3	PEIMS/Attendance Clerk ES	193	202 Days	22,624	27,747	32,869
	3	Special Ed, LEP Clerk	202	217 Days	24,304	29,807	35,310
4							
	4	Attendance Clerk, HS	217	Hourly	\$15.00	\$18.20	\$21.40
	4	Attendance Clerk, JH	217	217 Days	26,040	31,595	37,150
	4	PEIMS/Attendance Clerk ES	217				
	4	PEIMS/Registrar, JH	217				
5							
	5	Bookkeeper	226	Hourly	\$15.82	\$19.29	\$22.76
	5	District Receptionist	226	226 Days	28,603	34,876	41,150
	5	Family Outreach Specialist	226				
	5	PEIMS/Registrar, HS	226				
↓	6	Secretary, Assistant Principal HS	226				
6							
	6	Accounts Payable Clerk	226	Hourly	\$16.92	\$20.64	\$24.36
	6	Director's Secretary - Transportation	226	217 Days	29,373	35,831	42,289
	6	Director's Secretary, Bilingual & Migrant Dept.	226	226 Days	30,591	37,317	44,043
	6	Director's Secretary, C&I	226	240 Days	32,486	39,629	46,771
	6	Director's Secretary, Human Resources	226				
	6	Director's Secretary, M&O	240				
	6	Director's Secretary, Special Ed	226				
	6	Secretary, Food Services	226				
	6	Secretary, Principal ES	217, 226				
	6	Secretary, Principal HS	226				
	6	Secretary, Principal MS	226				
7							
	7	Computer Technician	226	Hourly	\$19.80	\$24.15	\$28.50
↑	6	District Webmaster	226	226 Days	35,798	43,663	51,528
8							
	8	Central Office Secretary	226	Hourly	\$23.76	\$28.98	\$34.20
				226 Days	42,958	52,396	61,834
A1							
	A1	Coordinator, ACE	206	Hourly	\$19.00	\$23.18	\$27.36
	1	Family Engagement Specialist	206	206 Days	31,312	38,201	45,089

Uvalde CISD

Summary of Cost Estimates, 2022-2023

Model 1

	Total Staff	Count of Increases	Cost Increase	Percent of Current Costs	2021-2022 Current Costs
Teachers, Librarians, and Nurses (RN)					
\$49,500 starting salary	329		\$765,773		\$17,654,722
^{1c} 3.0% general pay increase (\$1,720)		329	\$569,082	3.2%	
Adjustments to years 1-14, 16, 18, 23		230	\$196,691	1.1%	
Administrative Professional	96		\$292,407		\$7,025,941
^{1c} 3.0% of pay range midpoint increase		95	\$219,044	3.1%	
3.0% increase to employees over range max		1	\$2,099	0.0%	
Adjustments to 1.0% above pay range minimum		2	\$7,281	0.1%	
Teacher pay equity adjustments		19	\$54,225	0.8%	
Strategic adjustment		14	\$9,758	0.1%	
Paraprofessional	55		\$70,282		\$1,827,668
^{1c} 3.0% of pay range midpoint increase		52	\$55,720	3.0%	
3.0% increase to employees over range max		3	\$2,802	0.2%	
Adjustments to 1.0% above pay range minimum		1	\$181	0.0%	
Placement scale adjustments		15	\$11,579	0.6%	
Instructional Support	133		\$229,811		\$2,694,850
^{1c} 3.0% of pay range midpoint increase		122	\$87,142	3.2%	
3.0% increase to employees over range max		11	\$7,376	0.3%	
Adjustments to 1.0% above pay range minimum		76	\$76,467	2.8%	
Placement scale adjustments		87	\$56,762	2.1%	
Strategic adjustment		6	\$2,064	0.1%	
Auxiliary	156		\$323,126		\$3,689,500
^{1c} 3.0% of pay range midpoint increase		152	\$125,014	3.4%	
3.0% increase to employees over range max		4	\$2,774	0.1%	
Adjustments to 1.0% above pay range minimum		72	\$98,965	2.7%	
Placement scale adjustments		96	\$96,373	2.6%	
Subtotal - General Pay Increase	769	769	\$1,071,053	3.3%	
Subtotal - Implementation/Equity Adjustments		618	\$610,346	1.9%	
Total Cost Estimate			\$1,681,399	5.1%	\$32,892,681

Footnotes:

^{1c} Pay increases were applied to all employees and itemized separately for employees at or above the maximum rate.

Uvalde CISD

Summary of Cost Estimates, 2022-2023

Model 2

	Total Staff	Count of Increases	Cost Increase	Percent of Current Costs	2021-2022 Current Costs
Teachers, Librarians, and Nurses (RN)					
\$50,100 starting salary	329		\$902,087		\$17,654,722
^{1c} 3.5% general pay increase (\$2,000)		329	\$661,701	3.7%	
Adjustments to years 1-13, 16, 18, 23		223	\$240,386	1.4%	
Administrative Professional	96		\$326,523		\$7,025,941
^{1c} 3.5% of pay range midpoint increase		95	\$255,556	3.6%	
3.5% increase to employees over range max		1	\$2,449	0.0%	
Adjustments to 1.0% above pay range minimum		2	\$6,431	0.1%	
Teacher pay equity adjustments		19	\$53,966	0.8%	
Strategic adjustment		12	\$8,121	0.1%	
Paraprofessional	55		\$77,775		\$1,827,668
^{1c} 3.5% of pay range midpoint increase		52	\$64,863	3.5%	
3.5% increase to employees over range max		3	\$3,241	0.2%	
Placement scale adjustments		12	\$9,671	0.5%	
Instructional Support	133		\$234,748		\$2,694,850
^{1c} 3.5% of pay range midpoint increase		122	\$101,306	3.8%	
3.5% increase to employees over range max		11	\$8,676	0.3%	
Adjustments to 1.0% above pay range minimum		70	\$68,011	2.5%	
Placement scale adjustments		86	\$54,691	2.0%	
Strategic adjustment		6	\$2,064	0.1%	
Auxiliary	156		\$332,074		\$3,689,500
^{1c} 3.5% of pay range midpoint increase		152	\$145,680	3.9%	
3.5% increase to employees over range max		4	\$3,308	0.1%	
Adjustments to 1.0% above pay range minimum		69	\$90,093	2.4%	
Placement scale adjustments		93	\$92,993	2.5%	
Subtotal - General Pay Increase	769	769	\$1,246,780	3.8%	
Subtotal - Implementation/Equity Adjustments		592	\$626,427	1.9%	
Total Cost Estimate			\$1,873,207	5.7%	\$32,892,681

Footnotes:

^{1c} Pay increases were applied to all employees and itemized separately for employees at or above the maximum rate.

**Item of Information on Budget Workshop #1
June 20, 2022**

1. Background:

Budget development occurs throughout the year with workshops to present information and gather input from the Board prior to approval of the adoption of budget and tax rate for the fiscal year.

2. Process:

Administration provides information for planning and development of the budget including property values, projected tax rates, revenues & expenses for the upcoming fiscal year. The finance committee meets to provide guidance to administration throughout the process.

3. Fiscal Impact:

Workshops provide the Board and Administration with the current financial information with which to make decisions regarding budget and tax rate adoption.

4. Recommendation:

None

5. Action Required:

No action is required

6. Contact Person:

Beth Reavis

**Consider Approval of the Uvalde Regional Day School Program for the Deaf Cooperative
Interlocal Agreement
June 20, 2022**

1. Background:

Uvalde CISD is a member and fiscal agent of The Uvalde Regional Day School Program for the Deaf Cooperative which provides special education programs for students with auditory impairments in eight Independent School Districts. The UCISD board approved an RDSPD interlocal agreement with the eight districts during the June 2021 meeting. Special Education Cluster V, under new leadership, has since requested to rejoin the Uvalde RDSPD. It is necessary to enter into a new Interlocal Agreement with the new and existing members. The only change from the current Agreement is the addition of the Cluster V districts: Brackett, D'Hanis, Knippa, Leakey, Nueces Canyon, Sabinal, and Utopia.

2. Process:

The Uvalde Regional Day School Program for the Deaf received a letter from the director of the Cluster V Special Education Cooperative requesting to rejoin. That request was placed on the April 18, 2022 Uvalde RDSPD Board Agenda. The motion passed unanimously. A Revised Interlocal Agreement was prepared by Walsh Gallegos and is to be placed on the school board agenda for all fifteen member districts. These are to be board approved and signed by the Board President.

3. Fiscal Impact:

The legal fees are paid as part of the member districts 12% administrative cost in the 2021-2022 budget.

4. Recommendation:

Approval of the Uvalde Regional Day School Program for the Deaf Cooperative Interlocal Agreement.

5. Action Required:

Board Action.

6. Contact Persons:

Victor Baron

**Consider Approval of the Southwest VI Cooperative Agreement for Provision of Services
June 20, 2022**

1. Background:

Uvalde CISD is a member of the Southwest Visually Impaired Cooperative which provides special education programs for students with visual impairments in seven Independent School Districts. During the April 18th Southwest VI CO-OP board meeting the members voted to allow Cluster V CO-OP to rejoin. It is necessary to enter into a new Interlocal Agreement with the new and existing members. The only change from the current Agreement is the addition of the Cluster V districts: Brackett, D'Hanis, Knippa, Leakey, Nueces Canyon, Sabinal, and Utopia.

2. Process:

On April 18, 2022 the Southwest VI CO-OP Board unanimously agreed to allow Cluster V CO-OP to rejoin. A revised Agreement for the Provision of Services was prepared and is to be placed on the school board agenda for all fourteen member districts. These are to be board approved and signed by the Board President.

3. Fiscal Impact:

Uvalde CISD pays a percentage of the member district's costs based upon enrollment.

4. Recommendation:

Approval of the Southwest VI Cooperative Agreement for Provision of Services.

5. Action Required:

Board Action.

6. Contact Persons:

Victor Baron

Consider Approval of Capturing Kids' Hearts Contract

1. Background:

Through experiential training, expert coaching, a character-based curriculum for students, and personalized support, *Capturing Kids' Hearts*® equips professionals in K-12 education to implement transformational processes focused on social-emotional wellbeing, relationship-driven campus culture, and student connectedness.

2. Process:

UCISD would like to offer Capturing Kids' Hearts District By Design program at all Elementary Campuses

3. Fiscal Impact:

Total Cost for the 22-23 school year is not to exceed \$133,550 for Elementary Campuses

4. Recommendation:

Board approval recommended

5. Action Required:

Board Action Required

6. Contact Person:

Michael Rodriguez, Deputy Superintendent

Consider Approval of SWTJC Memorandum(s) of Understanding 2022-2023

1. Background:

Board approval is being requested by UCISD Curriculum & Instruction Department for the implementation of the following memorandum(s) of understanding with Southwest Texas Junior College:

- 2022-2023 Uvalde Early College High School
- 2022-2023 Dual Credit Partnership Agreement
- 2022-2023 Technical Course Agreement

2. Process:

Extensive collaborative work has been done between district and college liaisons to secure an agreement towards dual credit or concurrent credit opportunity for students, defining the alignment of high school with college courses, instructional and human resources, and cost of implementation, among other aspects of understanding.

3. Fiscal Impact:

Upon the Board's approval, financial obligations will be secured through the use of both local and federal funds.

4. Recommendation:

It is recommended that the Board approve the agreements listed above.

5. Action Required:

Board Action Required

6. Contact Person:

Michael Rodriguez, Deputy Superintendent

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWEST TEXAS JUNIOR COLLEGE
AND
UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FOR AN EARLY COLLEGE HIGH SCHOOL**

Academic Year 2022-2023

THIS MOU {hereinafter referred to as “AGREEMENT”} is made and entered into by and between SOUTHWEST TEXAS JUNIOR COLLEGE (hereinafter “SWTJC”) and the Uvalde Consolidated Independent School District, (hereinafter “Uvalde CISD”), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code

WHEREAS, the parties to this AGREEMENT desire to implement an Early College High School for the **2022-2023** academic year, serving grades 9-12;

WHEREAS, Services under this AGREEMENT is a campus-wide program that is targeted towards low-income, first generation college goers, students who are highly motivated but have not received the academic preparation necessary to meet higher educational standards, students who are English learners, students for whom a smooth transition into postsecondary education is now problematic, including low-income students, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS, under this AGREEMENT, Uvalde ECHS is a school with an approximate enrollment of ____ students who earn both a high school diploma, and up to 60 hours of college credit; the parties agree to follow the intent of the Guiding Principles of the Uvalde ECHS especially in providing dual credit classes with sufficient time for the students to complete a 60 hour course articulation; and

WHEREAS, the Uvalde Early College High School will prepare high school students for successful career and academic futures through a full integration of high school, college, the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates.

NOW, THEREFORE, the parties to this AGREEMENT mutually agree to the following:

1. Guiding Principles: The Uvalde Early College High School and SWTJC will function on the following principles:

- a. A mutually beneficial arrangement between SWTJC and Uvalde CISD that allows a flexible and creative response to the organizational, fiscal and mission needs of all institutions.
- b. Collaboration in planning, implementation, and continuous improvement of the Uvalde Early College High School program including the provision for

faculty, staff, and administration; curriculum development; training; and student services.

- c. Provision of rigorous college readiness, dual credit, and early college credit courses.
- d. Financial collaboration that addresses costs of all partners and assists each in obtaining necessary funds from local, state, federal and private foundation sources to operate the program successfully.
- e. Vertical alignment of curriculum and focus that promotes a college-going culture by all parties, teachers, college faculty, counselors, and academic advisors.

2. Scope of Agreement and Limitations of Authority:

All parties agree as follows;

A. Governance

- 1. The Uvalde ECHS will:
 - a. Be governed by Uvalde CISD and subject to Uvalde CISD, SWTJC, STATE and FEDERAL policies;
 - b. Have the autonomy to operate as a “college for all” or “school within a school,” as appropriate, within the rules and guidelines established by the Texas Education Agency (TEA), the Texas Education Code, and the Texas Administrative Code;
 - c. Operate within the hours to be established by the parties.
- 2. The Uvalde ECHS Principal (Director)
 - a. Within the rules and guidelines established by TEA, Uvalde CISD and SWTJC will have the authority to implement:
 - 1. governance
 - 2. staffing (non-faculty)
 - 3. budget
 - 4. student assessment, curriculum and scheduling
 - 5. professional development;
 - 6. requests for access to SWTJC student data for Uvalde CISD college students.
 - 7. parent and community involvement consistent with the mission and needs

of the school.

- b. Will report to the Uvalde CISD Superintendent or designee through the established Uvalde CISD governance structure.
- c. Will report to the Office of the SWTJC Vice President of Academic Affairs or designee on academic issues concerning Uvalde CISD and SWTJC.
- d. Will annually evaluate and report findings of Uvalde ECHS to the SWTJC President or designee.
- e. Is the primary contact for the Uvalde ECHS with the community and SWTJC.
- f. Will be an employee of the Uvalde CISD. Uvalde CISD will be responsible for payment of salary and benefits.

3. The Early College High School Steering Committee

- a. Will serve as an advisory committee to the Uvalde CISD Superintendent and the SWTJC President in establishing policies and developing a coherent program across institutions
- b. Will consist of members including, but not be limited to, representatives of Uvalde CISD, SWTJC, parents, and community members. The specific membership of the Uvalde ECHS Steering Committee will be determined by the Superintendent of Uvalde CISD and the President of SWTJC
- c. Will be co-chaired by Uvalde CISD and SWTJC. Chairs for the Steering Committee will be selected by the Superintendent of Uvalde CISD and the President of SWTJC.
- d. Will meet quarterly each academic year,
- e. Will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the ISD and SWTJC Boards of Trustees.

B. Awarding Credit for Courses

1. SWTJC will award credit for college courses which have been approved by Uvalde CISD Administration as fulfilling TEKS and other requirements for High School credit and have been approved by SWTJC Administration and Faculty for credit applying to an SWTJC certificate or degree. These courses shall have been evaluated and approved through the official college curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and TEA requirements for high school graduation **and shall be at a more advanced level than courses taught at the high school level.**

2. The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTJC courses and High School courses is provided in Appendix A. The values provided in the Crosswalk for High School credit are typical; each ISD decides on the credit it will award a student who successfully completes a college course.

C. Duties of SWTJC

SWTJC will:

1. Ensure that SWTJC course requirements are followed, enabling a participating student to receive a high school diploma and either an Associate's degree or 60 semester hours toward a baccalaureate degree during grades 9-12;
2. Apply the standards of expectation and assessment uniformly in all courses offered by SWTJC for the Uvalde ECHS;
3. Coordinate with the Uvalde ECHS counselor to ensure that all SWTJC Core Curriculum courses are in the students' Individual Graduation Plan for Dual Credit by the midterm of their freshman year;
4. Designate personnel to monitor the rigor and quality of instruction in order to assure compliance with the standards established by the State, the Southern Association of Colleges and Schools Commission on Colleges, SWTJC, and the Uvalde CISD;
5. Provide professional development for all Uvalde CISD personnel serving as classroom Monitors for Video Conferencing or Internet courses.
6. Participate in support of the Uvalde ECHS Director as appropriate and provide feedback to the supervisor of the Director; provide articulation support for transition of Uvalde ECHS graduates to a four-year college;
7. Provide dual enrolled students access to the instructional and digital resources available on the campus of SWTJC, for example:
 - Support Services
 - Library
 - Tutoring
8. Provide security for Uvalde ECHS students, just as provided for any other SWTJC student, when they attend courses on an SWTJC campus;
9. Select, supervise, and evaluate instructors of all college-level curricula offered for college credit through Uvalde ECHS. Classroom Monitors assigned for Video Conferencing or Internet courses will also be supervised and evaluated by SWTJC personnel.
10. To provide alignment with State-wide goals for Dual Credit:
 - a. The SWTJC Office of Institutional Effectiveness will provide disaggregated

- data to College and Uvalde CISD officials on the enrollment and persistence of Uvalde ECHS students.
- b. SWTJC will continue to provide Uvalde ECHS students, in collaboration with Uvalde CISD staff, academic and career advising and student success services.
 - c. The SWTJC Office of Institutional Effectiveness will provide data on student success in courses and SWTJC programs; as feasible, the Office will provide data on student success in course work completed subsequent to participation in SWTJC courses taken for dual credit.
 - d. SWTJC faculty will provide numerical student grades, if available, to the Uvalde ECHS registrar within three (3) business/working days of the email request by the ECHS registrar to course faculty. The three-day report period will not include the date of the request but will begin on the following day. Uvalde ECHS will request ECHS student grades by email every three weeks for progress reporting measures. Reporting format will comply with SWTJC Information Technology security protocols in order to protect student data.
 - e. When applicable, and upon request, SWTJC will provide evidence of Industry Based Certifications (IBCs), Level 1 and Level 2, along with data related to pass/fail rate for each IBC exam.

D. Duties of Uvalde CISD

Uvalde CISD will:

1. Provide to the SWTJC Outreach office all course requests according to the following schedule of deadlines:

Fall term – 3rd Friday in June, noon

Spring term – 2nd Friday in November, noon

Summer terms – 2nd Friday in May, noon

Requests received from the ISD by SWTJC for courses or course changes after these deadlines will be processed on a case-by-case basis. The official student enrollment count will be taken on the course sections' census date.

1. Be the fiscal agent and manage any funding for the Uvalde ECHS. The Early College High School shall generate ADA funds for the Uvalde CISD from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
2. Consult with SWTJC faculty on course goals and outcomes for Uvalde ECHS;
3. Pay the salaries of Uvalde CISD teachers who teach Uvalde ECHS students; Uvalde CISD staff will report working hours for Uvalde CISD employees to the Teacher Retirement System.
4. Provide transportation to and from the student's high school to the SWTJC

campus; as mutually agreed;

5. Provide all technology needs for the Uvalde ECHS students;
6. Ensure that all Uvalde CISD high school courses are in the students' Individual Graduation Plans by the end of the midterm of their Freshman year;
7. Immediately inform the SWTJC Vice President of Academic Affairs Office of any Uvalde ECHS student's placement into "Homebound" status. Depending on the number of courses affected, the course subject(s), the weeks remaining in the semester, and the availability of qualified faculty to assume instruction, SWTJC administration may require a "Homebound" student to withdraw from the course(s).
8. Assess student college readiness. For this assessment, Uvalde CISD may use any instrument approved by the State of Texas in accordance with §§ 4.54 and 4.56 Texas Administrative Code, Title 19, Part 1, including, but not limited to STAAR, EOC, PSAT, ACT scores, and SAT scores. After assessment, Uvalde CISD will, using SWTJC guidelines, determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
9. Will be a TSI testing site (where applicable)
10. Bear the costs of student regalia associated with students' graduation from SWTJC. SWTJC will waive student graduation fees.

E. Joint Duties

1. Uvalde CISD and SWTJC are jointly responsible, through the Steering Committee, for the development and implementation of an evaluation process to determine the effectiveness of the Uvalde ECHS. Measures of effectiveness will include, but are not limited to: student results on the K-12 accountability assessments and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, graduation rates and college course completion rates).
2. To comply with Senate Bill 1277 (2021) Uvalde CISD and SWTJC hereby designate the Uvalde ECHS Coordinator as the staff member responsible for providing academic advising to all students before they enroll in dual credit courses.
3. The ECHS college counselor will be trained as a college advisor by SWTJC. This counselor will also have office space available at the college to access information from the college. The counselor will also have access to all pertinent student information that can help in the advising of ECHS students. (FERPA – 34CRR section 99.31).

4. Uvalde CISD and SWTJC shall provide opportunities for ECHS teachers and higher education faculty to collaborate through planning, teaching, and professional development. Uvalde ECHS will provide common planning time for instructional faculty and include higher education faculty when possible. Teacher mentoring and professional development will be made available where necessary.
5. To comply with Senate Bill 25 (2019) ECHS and SWTJC staff will collaborate to compel any dual credit student to file a degree plan with SWTJC “not later than: 1) the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or 2) if the student begins the student’s first semester or term at the institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student’s second regular semester or term at the institution.”
6. A student must follow the course sequence recommendations or requirements of an SWTJC degree plan, program, or pathway. A student will not be permitted to combine SWTJC Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTJC Registrar’s Office receives official notice from an appropriate Uvalde CISD official of the student’s desire/intent. Such notice must be received by SWTJC on or before the last SWTJC working day in May of the student’s High School Sophomore year. A student who is permitted by an ISD to add a Technical Endorsement after this May deadline may not fulfill the Technical Endorsement’s requirements with college courses taken for dual credit.
7. SWTJC and Uvalde CISD will collaborate to inform all ISD students and parents of the benefits and costs of dual credit. Efforts will include, but not be limited to, information sessions and a marketing campaign.

F. Faculty

1. Full-time SWTJC faculty:
 - a. may be assigned to Uvalde ECHS upon fulfilling their SWTJC contractual teaching load.
 - b. will teach only college courses for dual credit.
2. SWTJC Adjunct faculty:
 - a. may not exceed the number of courses allowable per semester under SWTJC Faculty Handbook Policy “Class Assignments.”
3. Faculty provided by Uvalde CISD:
 - a. will teach high school courses in the Uvalde ECHS;

- b. may be designated by SWTJC administration as SWTJC Adjunct faculty to teach college courses for dual credit, if credentialed.
- 4. Modes of Instruction:
 - a. Course Delivery (face-to-face, video conferencing, online, hybrid) will be determined by the SWTJC administration in consultation with the Uvalde CISD.

G. Classroom and Facilities

- 1. Through mutual agreement, SWTJC or the Uvalde ECHS will provide classrooms or work space for all courses offered for the Uvalde ECHS.
- 2. ECHS students will be issued a SWTJC identification card for access to SWTJC services and to appropriate facilities.
- 3. Uvalde CISD will solely bear the cost of any remodeling of ISD space that may be required to meet the specific needs of the Uvalde ECHS.
- 4. Uvalde CISD, through Uvalde CISD budget, will be responsible for the costs associated with the maintenance, repair, and use of ISD spaces for the Uvalde ECHS.
- 5. Uvalde CISD through the Uvalde CISD budget will be responsible for all other operating costs such as telephone, utilities, custodial and any other operating costs associated with Uvalde ECHS.

H. Tuition and Fees

- 1. When an ISD instructor assigned by SWTJC teaches a college course for dual credit, SWTJC will waive tuition and fees.
- 2. The Uvalde CISD agrees to pay SWTJC \$2,500 per course section taught by any individual SWTJC teacher at a(n) Uvalde CISD facility, UP TO TWO (2) COURSE SECTIONS in a Fall or Spring semester. Beyond two course sections in either a Fall or Spring semester, Uvalde CISD agrees to the following payment schedule for each individual SWTJC faculty member:
 - a. For a “full” teaching load, defined by SWTJC as five (5) three-hour classes or three (3) class/laboratory combinations (e.g., Biology) in a Fall or Spring semester, Uvalde CISD will pay SWTJC \$35,000.00 per academic year, defined as a Fall semester and its subsequent Spring semester.
 - b. For four-fifths (4/5) of a “full” teaching load, Uvalde CISD agrees to pay SWTJC four-fifths of \$35,000.00, or \$28,000.00 per academic year.

- c. For three-fifths (3/5) of a “full” teaching load, Uvalde CISD agrees to pay SWTJC three-fifths of \$35,000.00, or \$21,000.00 per academic year.
3. Online/Internet courses are not defined as face-to-face courses; by definition they do not require a particular space or time to be held. Therefore, internet/online classes do not qualify for the \$2,500 per-course rate. ISDs with students in online/internet courses will be charged the tuition rate described below in section 5.
4. Courses delivered to a(n) Uvalde CISD facility by an SWTJC instructor via Video Conferencing (television), or other video platforms such as Zoom or Microsoft Teams, are considered to be face-to-face, since students receive instruction at a set place and time. Therefore, the \$2,500 per-course fee will apply to Video Conferencing course sections, regardless of the number of students enrolled in the ECHS portion of the class section.
5. For Uvalde Early College High School students enrolled in internet classes or in classes held on an SWTJC campus, SWTJC will charge a discounted tuition rate. The discount will be 15% off of the approved “In-District” tuition rate for the given semester. Therefore, the charged tuition for each student would be 85% of the “In-District” rate for the given semester.
6. In the case of Clauses H2 and H3 as stated above, all other course and administrative fees will be waived.
7. Labs:
 - a. Lab materials and equipment costs for labs conducted at a Uvalde CISD facility will be borne by Uvalde CISD. SWTJC will bear lab materials and equipment costs for labs taught at an SWTJC facility.
8. Invoices are to be paid net 45 days from the date of the invoice.

I. Books and Supplemental Instructional Materials

1. Courses offered for dual credit will be identified as college-level courses. SWTJC Master Syllabus requirements for books, materials, and learning outcomes must be followed for all college courses. Books used for the ECHS courses will be used for at least 3 years.
2. Uvalde CISD will purchase necessary textbooks for all Uvalde ECHS classes.
3. When possible, SWTJC will authorize the use of approved Open Educational Resources (OER) as instructional materials.

J. Recruitment and Enrollment of Students

1. Students will be recruited from all currently enrolled Uvalde CISD students. Uvalde CISD officials will be solely responsible for determining which students are admitted to the Uvalde ECHS.

2. Students enrolled in the Uvalde ECHS will comply with all expectations of compliance in the rules and policies of the Uvalde CISD Code of Conduct and the SWTJC Code of Conduct.
3. Students enrolled in college courses for dual credit will comply with all policies of Uvalde CISD and the policies of SWTJC including but not limited to residency and attendance requirements of both SWTJC and Uvalde CISD.
4. SWTJC will assist with recruitment, enrollment and retention, as necessary, of all students selected for the Uvalde ECHS.
5. To secure the broadest applicant pool possible, the Uvalde CISD will recruit qualified eighth grade students enrolled in the Uvalde CISD. This process will include:
 - a. Creation of a Uvalde ECHS website that provides recruitment and admission information;
 - b. Distribution of recruitment/admission packets to middle school students in the school district;
 - c. Meetings with middle school counselors to introduce and explain the concept of the Uvalde ECHS;
 - d. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of students in Uvalde ECHS;
 - e. Presentation of recruitment and admission information in a bilingual mode; and
 - f. Parent and student interviews

K. Composition of Classes

1. The Texas Administrative Code (TAC) Title 19, Part 1, Chapter 4, Subchapter D describes the allowable options for students attending any college course for dual credit. The Uvalde CISD and SWTJC Administrations agree to those options, quoted from TAC, below:

“Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (2) If the high school credit-only students are College Board Advanced Placement students.
- (3) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit”

In the case of K1, above, SWTJC administration may require that the Uvalde ECHS administration demonstrate the need for such a “mixed class.”

2. Dual credit course class size shall not exceed the capacity limit as set by the college. Distant Learning/Online courses shall not exceed the capacity limit of 15 students per class. Stand Alone/Traditional Face-to-Face courses shall not exceed the capacity limit of 30

students, unless otherwise specified by individual program definitions. Exceptions must be approved by the SWTJC Vice President of Academic Affairs.

3. A student who qualifies for accommodations/services through the Americans with Disabilities Act (ADA) may request an accommodation to participate in the educational programs and activities of Southwest Texas Junior College. Accommodations are provided through the SWTJC Disability Support Services (DSS) office. SWTJC is not required or able to utilize the qualification criteria used by Uvalde CISD to determine a student's eligibility for accommodations. Therefore, a student enrolled in a college course offered for dual credit who qualifies for disability support services may have differing accommodations from the school district and the college.

A student seeking disability support services from the college must meet with an SWTJC DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTJC DSS staff provides an official college accommodations letter for the student and the school district counselor, who then provides the letters to the student's instructor(s). Accommodations required by state law or school district policy exceeding those implemented by the college shall be the responsibility of the school district. The SWTJC DSS representative and the appropriate school district official will keep each other informed of requests for accommodations and accommodation complaints regarding students enrolled in college courses offered for dual credit.

L. Grading Periods and Policies

SWTJC will keep the Uvalde ECHS Principal/Director abreast of students in jeopardy of failing a class and, if requested to do so, provide numerical grades for the purpose of calculating District GPAs. Semester grades and grading policies are outlined in each instructor's course syllabus. Uvalde ECHS personnel are responsible for advising Uvalde ECHS students concerning academic progress in the course's high school component.

Grades are due in the Office of the SWTJC Registrar by the published date and time for each semester. SWTJC transcripts and degree plans will have cumulative GPAs. Transcript corrections due to change in program or pathway or to repeating a course are updated prior to the next grade reporting period. The SWTJC Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance.

The ECHS shall follow ISD policy as to the weighing system for a college course grade for the ECHS student's final high school grade point average (GPA). Aside from providing SWTJC course grade data, SWTJC faculty, administration, and staff will have no role in the development or implementing of the ISD weighting system.

Under no circumstances will an SWTJC instructor enter student grades or attendance data directly into an ISD's grade management system, e.g., Skyward. SWTJC faculty will provide ISD Staff daily attendance data and six-week grade averages, when requested.

To achieve ongoing enrollment at SWTJC, Uvalde ECHS students must meet SWTJC academic standards for coursework completed through the college. As outlined in the SWTJC Catalog, students will be placed on Academic Probation at the conclusion of any long semester (Fall or Spring) when their institutional cumulative grade point average at SWTJC

falls below 2.0. Such students are encouraged to participate in **academic support programs** and to seek academic advising. Students on Academic Probation may enroll for one additional semester in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in the computation of the overall cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation.

Students on Academic Probation who fail to achieve the minimum institutional cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester and may re-enroll after such absence under Conditional Academic Probation. Prior to enrolling, the returning student must meet with the ECHS Counselor to develop an academic improvement plan.

The student may appeal the Academic Suspension to the SWTJC Vice-President of Academic Affairs, or to a designee, by submitting to the VP's Office the SWTJC Scholastic Suspension Appeal Form with required documentation. If the appeal is approved, the student will be permitted to enroll under Conditional Academic Probation and will be restricted to enrollment in a maximum of 2 college courses for the probationary semester. Prior to enrolling, the returning student must meet with the SWTJC Vice President of Academic Affairs, or designee, to develop an academic improvement plan.

Attendance/Absence

- (1) Students are expected to regularly attend all classes in which they are enrolled and are responsible for the completion of all work missed because of an absence. Therefore, the instructor may consider all absences except when prohibited by State law or statute.
- (2) Acceptable reasons for absences are, but not limited to: personal illness, death in the immediate family, religious holy days in compliance with Section 51.911 of the Texas Higher Education Code, military or legal obligations, or school trips. It is the responsibility of the students to inform the instructor of an excused absence related to one or more of the aforementioned categories and to ask for make-up work.
- (3) A high school student who misses class due to a required function at their school district or a University Scholastic League (UIL) event will be excused. Documentation of such activities must be provided to the instructor. Arrangements must be made with the instructor prior to the absence. Students must be allowed to complete missed work due to an excused absence without penalty.
- (4) An instructor may request the withdrawal of a student from a class when the total number of absences exceeds SWTJC criteria for "Excessive Absences" and the student has failed to make the appropriate contact with the Instructor regarding the validity of the absence and the need for make-up work.

GRADES

College level course grades are designated in terms of letters and grade points, which may be interpreted according to the following chart. Grade point averages are computed by assigning value to each grade as follows:

A	Excellent (90-100)	4 grade points
B	Good (80-89)	3 grade points
C	Average (70-79)	2 grade points
D	Passing (60-69)	1 grade point
F	Failure (59-Below)	0 grade points
Q	Failure based on attendance	0 grade points
I	(Conditional/Incomplete)	0 grade points
W	Withdrew	0 grade points
EW	Administrative withdrawal	0 grade points
NR	Not Reported by Instructor	0 grade points
CIP	Course in Progress	0 grade points
Z	Not counted as courses	0 grade points

I becomes **F** if the work is not completed during the designated six-week grace period. The six-week period is to be counted from the beginning of the following semester (including summer school). Mid-term and final grades can be retrieved via **Self Service** at www.swtjc.edu. **Please note:** Grading policies may vary depending on program. See individual programs in the SWTJC catalog for specific information.

M. Instructional Calendar

SWTJC and Uvalde CISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by Uvalde CISD and SWTJC shall be followed by Uvalde ECHS.

N. Student Code of Conduct

Uvalde ECHS students shall adhere to the:

1. Policies of Uvalde CISD;
2. Policies of SWTJC.

O. Media and Public Relations

Media and public relations regarding the Uvalde ECHS will be managed according to Uvalde CISD and SWTJC protocols. The Uvalde CISD, when reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, will recognize Southwest Texas Junior College as its Higher Education partner.

3. Indemnification

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTJC will indemnify Uvalde CISD against claims arising out of this AGREEMENT that result from SWTJC's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, Uvalde CISD will indemnify SWTJC against claims arising out of this Agreement that result from Uvalde CISD's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this AGREEMENT and are not intended to create or grant any rights, contractually or otherwise, to any third party.

4. Term

Subject to prior termination or revocation of this AGREEMENT as provided in section 5 (below) of this AGREEMENT, the initial term of this AGREEMENT is in full force and effect for a period of one year commencing on August 1, 2022 and terminating on July 31, 2023. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SWTJC and Uvalde CISD shall review this AGREEMENT and may renew this AGREEMENT on approval of SWTJC and Uvalde CISD.

5. Right of Revocation

Either party may terminate this AGREEMENT on 120 days' written notice to the other party. Termination may occur immediately upon the material breach of this AGREEMENT by one of the parties. A breach of this AGREEMENT includes, but is not limited to, a violation of the policies and rules of SWTJC or Uvalde CISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this AGREEMENT is terminated during an academic term, students enrolled in classes under this AGREEMENT will be allowed to finish their coursework according to the requirements for discontinuation of an ECHS program outlined in the TEA *Memorandum of Understanding: Guidance for Early College High Schools*.

6. Assignment

No party may assign their interest in this AGREEMENT without the written permission of the other party.

7. Limitation of Authority

- A. No party has authority for and on behalf of the other except as provided in this AGREEMENT. No other authority, power, partnership, use of rights are granted or implied.
- B. This AGREEMENT represents the entire AGREEMENT by and between the parties and supersedes all previous letters, understanding or oral agreements between the SWTJC and Uvalde CISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. No party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this AGREEMENT without a written amendment to this AGREEMENT. Changes to this AGREEMENT are subject to the approval of the SWTJC and Uvalde CISD Legal Departments and Boards of Trustees.
- D. No party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

8. Waiver

The failure of any party to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this AGREEMENT shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

9. Applicable Law

This AGREEMENT and all materials and/or issues collateral thereto shall be governed by the

laws of the State of Texas applicable to contracts made and performed entirely therein.

10. Venue

Venue to enforce this AGREEMENT shall lie exclusively in UVALDE County, Texas.

11. Miscellaneous Provisions

- A. Parties to this AGREEMENT shall comply with all Federal, State and local law.
- B. If the Texas Higher Education Coordination Board or TEA adopts new guidelines for Early College High School programs during the term of this AGREEMENT, the new guidelines shall prevail and shall cause the parties to execute an amendment to the AGREEMENT, if necessary.

12. Notice

Notices given pursuant to this AGREEMENT shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Southwest Texas Junior College
Dr. Hector Gonzales, President
2401 Garner Field Road
Uvalde, Texas 78801

Uvalde CISD
Dr. Hal Harrell, Superintendent
1000 N. Getty St.
Uvalde, Texas 78801

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

13. Nondiscrimination

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

14. Signatory Clause

The individuals executing this AGREEMENT on behalf of the SWTJC and Uvalde CISD acknowledge that they are duly authorized to execute this AGREEMENT on behalf of their respective principals. All parties hereby acknowledge that they have read this AGREEMENT and understand its terms.

15. Amendment

The Parties to this MOU acknowledge that the Uvalde ECHS program anticipated by this MOU is in ongoing stages of development. The parties further understand that it may be necessary to amend and modify this MOU from time to time in order to address concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

16. Safety

If any high school student, instructor, employee of Uvalde CISD or administrator should experience an accident or sudden illness while on the premises of SWTJC, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTJC and Uvalde CISD regulations. Upon mutual agreement, SWTJC may require

the School District to provide Uvalde CISD security personnel.

17. Confidentiality of Student Records:

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). All records relating to Uvalde ECHS students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

18. Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Uvalde County, Texas

19. Force Majeure

Neither party to this AGREEMENT shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this AGREEMENT and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure, either party is prevented from full performance of its obligations under this AGREEMENT, written notice shall be provided to the other party within three days.

EXECUTED in duplicate original counterparts effective upon the date indicated below:

SOUTHWEST TEXAS JUNIOR COLLEGE

By: _____ Date: _____

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____

Dual Credit Partnership Agreement

2022-2023

Between Southwest Texas Junior College (SWTJC) and Uvalde Consolidated Independent School District (Uvalde CISD)

Uvalde Consolidated Independent School District (Uvalde CISD) and Southwest Texas Junior College (SWTJC) agree to the following elements in accordance with the State of Texas Higher Education Coordinating Board's Regulations: Chapter 4 – Rules Applying to All Public Institutions of Higher Education in Texas; -SUBCHAPTER D - Dual Credit Partnerships between Secondary Schools and Texas Public Colleges. This Agreement does not apply to an Early College High School.

- (A) Eligible Courses are provided in the Crosswalk – See Appendix A. The Crosswalk describes all courses provided by SWTJC to one or more of its partner ISDs. Therefore, not all listed SWTJC courses apply to Uvalde CISD.
- (1) Courses offered for dual credit by public two-year associate degree granting institutions must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Board or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the Board.
 - (2) Courses offered for dual credit by public universities must be in the approved undergraduate course inventory of the university.
 - (3) A College course offered for dual credit must be:
 - (A) in the core curriculum of the public institution of higher education providing the credit;
 - (B) a career and technical education course; or
 - (C) a foreign language
 - (i) This provision does not apply to a college course for dual credit offered as part of an approved early college education program established under TEC Section 29.908 or an early college program as defined in this Sub chapter.
 - (ii) Any college course for dual credit offered as part of an early college program as defined in this subchapter must be a core curriculum course of the public institution of higher education providing the credit, a career and technical education course, a foreign language course, or a course that satisfies specific degree plan requirements leading to the completion of a Board approved certificate, AA, AS, AAS degree program, or Field of Study (FOS) curriculum.
 - (4) Public colleges may not offer remedial and developmental courses for dual credit.
- (B) Student Eligibility
- (1) A high school student is eligible to enroll in academic dual credit courses if the student meets any of the criteria currently described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
 - (2) A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in reading, writing, and/or mathematics under the conditions currently described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

- (3) A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 1 certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (4) A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 2 certificate or applied associate degree program under the conditions currently presented in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (5) A student who is exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
- (6) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy eligibility conditions described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (7) To be eligible for enrollment in a dual credit course offered by a public college, students must meet all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (8) An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with the "Student Eligibility" section of Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (9) An institution is not required, under the provisions of this section, to offer dual credit courses for high school students.
- (10) Dual credit orientation is required for all new high school students enrolling in a dual credit class. Dual credit orientation is offered at the High School and/or SWTJC campuses.
- (11) School districts will be responsible for submitting all required documentation for registering dual credit students by the designated college deadline. This includes the following: admissions applications, dual credit admission form, official high school transcripts, Bacterial Meningitis immunization proof, official test exemption scores, payment agreement form, and class roster form.
- (12) The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTJC courses and High School courses is provided in Appendix A. The values provided in the Crosswalk for High School credit are typical; each ISD decides on the credit it will award a student who successfully completes a college course.

(C) Location of Class

(1) Dual credit courses must be taught on the college campus or on the high school campus, or provided electronically/virtually through SWTJC media. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, public colleges shall comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of this chapter (relating to approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the Board's adopted "Principles of Good Practice for Courses Offered Electronically."

(D) Registration and Course Scheduling. School Districts must adhere to all dual credit course deadlines set forth by the college.

(1) Course offerings.

- (a) The final schedule of courses requested by the Uvalde CISD for each semester must be submitted to the SWTJC Outreach Office by:
 - Fall term – 3rd Friday in June, noon
 - Spring term – 2nd Friday in November, noon
 - Summer terms – 2nd Friday in May, noon
- (b) Revision of the course schedule after these deadlines will be processed on a case-by-case basis.
- (c) SWTJC Outreach Staff and Uvalde CISD Staff will utilize the “live” course spreadsheets developed and provided by SWTJC to review class rosters, add/drop students, and make corrections after student enrollments. SWTJC staff will not replicate information available via the spreadsheet and submit it to Uvalde CISD staff via email, scan, or other means.
- (d) The official student enrollment count will be taken on the course sections’ census date.

(2) Academic & Career Pathways – Degree Plans

- (a) To comply with Senate Bill 25 (2019) any dual credit student must file a degree plan with SWTJC “not later than: 1) the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or 2) if the student begins the student’s first semester or term at the institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student’s second regular semester or term at the institution.”
- (b) A student must follow the course sequence recommendations or requirements of an SWTJC degree plan, program, or pathway. A student will not be permitted to combine SWTJC Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTJC Registrar’s Office receives official notice from an appropriate ISD official of the student’s desire/intent. Such notice must be received by SWTJC on or before the last SWTJC working day in May of the student’s High School Sophomore year. A student who is permitted by an ISD to add a Technical Endorsement after this May deadline may not fulfill the Technical Endorsement’s requirements with college courses taken for dual credit which are provided by SWTJC.
- (c) To comply with Senate Bill 1277 (2021) the Uvalde CISD and SWTJC hereby designate the Uvalde High School Counselor as the staff member responsible for providing academic advising to all students before they enroll in dual credit courses.

(E) Composition of class: Dual credit courses may be composed of dual credit students only or of dual and college credit students. Notwithstanding the requirements of subsection (e) of TAC Title 19, Part1, Chapter 4, Subchapter D, exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions;

- (1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

- (2) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- (3) If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
- (4) A college course offered for dual credit shall not exceed the capacity limit as set by the college. Exceptions shall be approved by the Vice President of Academic Affairs.

(F) Faculty/Monitor Selection, Supervision, and Evaluation

- (1) The college shall select instructors of college courses offered for dual credit. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the college to select full-time faculty responsible for teaching the same courses at the college.
- (2) The college shall supervise and evaluate instructors/monitors of courses offered for dual credit using the same or comparable procedures used for full-time faculty/monitors at the college.
- (3) All instructors of courses offered for dual credit must adhere to the Southwest Texas Junior College Faculty Handbook as well as all departmental initiatives set forth by the college that may be implemented throughout the year. This includes, but is not limited to, attendance at faculty meetings, review and implementation of Gen Ed Core assignments, utilization of the adopted Learning Management System for SWTJC, following SWTJC grading policies, and participation in program review and evaluation. Uvalde CISD administrators will support this requirement by affording the instructors who are hired by Uvalde CISD the necessary flexibility in their schedule.
- (4) Monitors who are selected by the school district must follow same guidelines for duties and responsibilities as the monitors at the college.
- (5) Uvalde CISD may request that district faculty be assigned by SWTJC as instructors of record for college courses offered for dual credit. A proposed school district instructor must complete a SWTJC application form, submit official transcripts, meet SACSCOC credential criteria, complete a teaching demonstration and be approved by the Vice President of Academic Affairs. A school district instructor approved to offer a college course for dual credit will thereby effectively be a SWTJC faculty member subject to all policy and procedures set forth by the college. However, the salary and benefits for such an instructor remain the responsibilities of the School District.
 - (a) Uvalde CISD instructors who are assigned to teach college courses approved for dual credit will attend a yearly mandatory in-service training to review, modify, and/or improve curriculum. Instructors will jointly develop and maintain syllabi, competencies, and standards for the dual credit courses. However, the SWTJC Master Syllabus for each course must serve as the foundation instructional document.
 - (b) Uvalde CISD Administrators and counselors will attend in-service training, each fall and spring semester, to review the conditions of the Dual Credit agreement.
 - (c) Uvalde CISD Monitors will attend a yearly mandatory in-service training on the dual credit program, the online testing procedures, and all other guidelines as set forth for monitors at the college.
 - (d) Uvalde CISD staff will report working hours for Uvalde CISD employees to the Teacher Retirement System.

(G) Course Curriculum, Instruction, and Grading

- (1) The college shall ensure that a college course offered for dual credit and the corresponding course offered at the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.
- (2) Under no circumstances will an SWTJC instructor enter student grades or attendance data directly into Uvalde CISD's grade management system, e.g., Skyward. Instructors will supply appropriate Uvalde CISD staff with daily student attendance data and six-week grade averages, when requested by Uvalde CISD.
- (3) The Uvalde CISD is responsible for purchasing textbooks for college classes offered for dual credit. However, SWTJC will seek out or develop Open Educational Resources (OER) and utilize them as official textbooks/course instructional material when appropriate.
- (4) The SWTJC Office of Institutional Effectiveness will provide disaggregated data to College and Uvalde CISD officials on the enrollment and persistence of Uvalde CISD students.
- (5) SWTJC will continue to provide Uvalde CISD students, in collaboration with Uvalde CISD staff, academic and career advising and student success services.
- (6) The SWTJC Office of Institutional Effectiveness will provide data on student success in courses and SWTJC programs; as feasible, the Office will provide data on student success in course work completed subsequent to participation in SWTJC courses taken for dual credit.
- (7) SWTJC faculty will provide numerical student grades, if available, to the Uvalde High School registrar within three (3) business/working days of the email request by the Uvalde High School registrar to course faculty. The three-day report period will not include the date of the request but will begin on the following day. Uvalde High School will request Uvalde High School student grades by email every three weeks for progress reporting measures. Reporting format will comply with SWTJC Information Technology security protocols in order to protect student data.
- (8) When applicable, and upon request, SWTJC will provide evidence of Industry Based Certifications (IBCs), Level 1 and Level 2, along with data related to pass/fail rate for each IBC exam.

(H) Academic Policies and Student Support Services.

- (1) Regular academic policies applicable to courses taught at the college will apply to college courses taught for dual credit.
- (2) Students in dual credit courses are eligible to utilize the same or comparable support services that are afforded to all SWTJC students. The college is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible
- (3) A student who qualifies for accommodations/services through the Americans with Disabilities Act (ADA) may request an accommodation to participate in the educational programs and activities of Southwest Texas Junior College. Accommodations are provided through the Disability Support Services (DSS) office. SWTJC is not required or able to utilize the qualification criteria used by Uvalde CISD to determine a student's eligibility for accommodations. Therefore, a student enrolled in a college course offered for dual credit who qualifies for disability support services may have differing accommodations from the school district and the college.

A student seeking disability support services from the college must meet with an SWTJC DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTJC DSS staff provides an official college accommodations letter for the student and the school district counselor, who then provides the letters to the student's instructor(s). Accommodations required by state law or school district policy exceeding those implemented by the college shall be the responsibility of the school district. The SWTJC DSS representative and the appropriate school district official will keep each other informed of requests for accommodations and accommodation complaints regarding students enrolled in college courses offered for dual credit.

(I) Attendance/Absence

- (1) Students are expected to regularly attend all classes in which they are enrolled and are responsible for the completion of all work missed because of an absence. Therefore, the instructor may consider all absences except when prohibited by State law or statute.
- (2) Acceptable reasons for absences are, but not limited to: personal illness, death in the immediate family, religious holy days in compliance with Section 51.911 of the Texas Higher Education Code, military or legal obligations, or school trips. It is the responsibility of the students to inform the instructor of an excused absence related to one or more of the aforementioned categories and to ask for make-up work.
- (3) A high school student who misses class due to a required function at their school district or a University Scholastic League (UIL) event will be excused. Documentation of such activities must be provided to the instructor. Arrangements must be made with the instructor prior to the absence. Students must be allowed to complete missed work due to an excused absence without penalty.
- (4) An instructor may request the withdrawal of a student from a class when the total number of absences exceeds SWTJC criteria for “Excessive Absences” and the student has failed to make the appropriate contact with the Instructor regarding the validity of the absence and the need for make-up work.
- (5) Uvalde CISD officials must immediately inform SWTJC Vice President of Academic Affairs Office of any student’s placement into “Homebound” status. Depending on the number of courses affected, the course subject(s), the weeks remaining in the semester, and the availability of qualified faculty to assume instruction, SWTJC administration may require a “Homebound” student to withdraw from the course(s).

(J) Transcribing of Credit

- (1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student’s completion of the performance required in the course.

(K) Tuition & Fees

- (1) Students are eligible for dual credit tuition discounts for the credit hours enrolled per semester.
- (2) The school district will be responsible for providing the college with the Dual Credit Payment Agreement which specifies payment options (waived, billed, or sponsored) for students.
- (3) All SWTJC students including Dual Credit students re-instated for non-payment after the census date will be subject to a \$200.00 re-instatement fee in addition to tuition and fees being charged for the current semester.
- (4) If tuition and fees are not paid by Dual Credit students as per the payment agreement the school district agrees to be responsible for payment.
- (5) School districts will bear the costs associated with student regalia for their students’ graduation from SWTJC. SWTJC will waive the graduation fee for graduating students.

(L) Funding.

- (1) The state funding for dual credit courses will be available to both public school districts and colleges based upon the current funding rules of the State Board of Education (TEC 42.005 (g)) and the Board (TEC 61.059 (p) and (q)).
- (2) Costs associated with the transportation of students and/or faculty to a classroom site will be borne by either the Uvalde CISD or SWTJC, as agreed by both parties. Uvalde CISD shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
- (3) The college may only claim funding for all students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (4) The college and Uvalde CISD will agree on one of the following billing methods for each course section:
 - (a) The college will extend a 15% tuition and fee waiver for an academic section taught by an SWTJC instructor or,
 - (b) The college will waive all tuition and fees for an academic section taught by a Uvalde CISD instructor or,
 - (c) When SWTJC places a SWTJC instructor on a Uvalde CISD site to provide a complete program, such as a CTE program, the college and Uvalde CISD will agree to a contract price for all technical courses comprising the program.
- (5) Uvalde CISD will be responsible for indicating on the Payment Agreement which students Uvalde CISD will pay for and which students will self-pay by the date rosters are due. Each semester's Census Day (12th class day) Roster will constitute the official enrollment for a given class. **SWTJC invoices to the ISD are to be paid net 45 days from the date of the invoice.**
- (6) A student will be identified/coded as a dual credit student in SWTJC registration data while enrolled in a college course approved for dual credit by Uvalde CISD.

(M) Alignment with State-wide Goals

- (1) Uvalde CISD, in collaboration with SWTJC Staff, will provide print and online information, as well as informational sessions to Uvalde CISD students and their families describing the Dual Credit program, its goals and benefits.
- (2) The SWTJC Office of Institutional Effectiveness will provide disaggregated data to College and Uvalde CISD officials on the enrollment and persistence of Uvalde CISD students.
- (3) SWTJC will continue to provide Uvalde CISD students, in collaboration with Uvalde CISD staff, academic and career advising and student success services.
- (4) The SWTJC Office of Institutional Effectiveness will provide data on student success in courses requiring pre-requisites; as feasible, the Office will provide data on student success in course work completed subsequent to SWTJC courses taken for dual credit.

(N) Instructional Calendar

SWTJC and Uvalde CISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by Uvalde CISD and SWTJC shall be followed.

(O) Student Code of Conduct

Students shall adhere to the

- a. Policies of Uvalde CISD;
- b. Policies of SWTJC.

1. Indemnification

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTJC will indemnify Uvalde CISD against claims arising out of this AGREEMENT that result from SWTJC's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, Uvalde CISD will indemnify SWTJC against claims arising out of this Agreement that result from Uvalde CISD's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this AGREEMENT and are not intended to create or grant any rights, contractually or otherwise, to any third party.

2. Term

Subject to prior termination or revocation of this AGREEMENT as provided in section 5 (below) of this AGREEMENT, the initial term of this AGREEMENT is in full force and effect for a period of one year commencing on August 1, 2022 and terminating on July 31, 2023. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SWTJC and Uvalde CISD shall review this AGREEMENT and may renew this AGREEMENT on approval of SWTJC and Uvalde CISD.

3. Right of Revocation

Either party may terminate this AGREEMENT on 120 days' written notice to the other party. Termination may occur immediately upon the material breach of this AGREEMENT by one of the parties. A breach of this AGREEMENT includes, but is not limited to, a violation of the policies and rules of SWTJC or Uvalde CISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this AGREEMENT is terminated during an academic term, students enrolled in classes under this AGREEMENT will be allowed to finish their semester courses.

4. Assignment

No party may assign their interest in this AGREEMENT without the written permission of the other party.

5. Limitation of Authority

- A. No party has authority for and on behalf of the other except as provided in this AGREEMENT. No other authority, power, partnership, use of rights are granted or implied.
- B. This AGREEMENT represents the entire AGREEMENT by and between the parties and supersedes all previous letters, understanding or oral agreements between the SWTJC and Uvalde CISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

- C. No party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this AGREEMENT without a written amendment to this AGREEMENT. Changes to this AGREEMENT are subject to the approval of the SWTJC and Uvalde CISD Legal Departments and Boards of Trustees.
- D. No party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

6. Waiver

The failure of any party to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this AGREEMENT shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

7. Applicable Law

This AGREEMENT and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

8. Venue

Venue to enforce this AGREEMENT shall lie exclusively in UVALDE County, Texas.

9. Miscellaneous Provisions

- A. Parties to this AGREEMENT shall comply with all Federal, State and local law.
- B. If the Texas Higher Education Coordination Board or TEA adopts new guidelines for Dual Credit programs during the term of this AGREEMENT, the new guidelines shall prevail and shall cause the parties to execute an amendment to the AGREEMENT, if necessary.

10. Notice

Notices given pursuant to this AGREEMENT shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Southwest Texas Junior College
Dr. Hector Gonzales, President
2401 Garner Field Road
Uvalde, Texas 78801

Uvalde Consolidated Independent School District
Dr. Hal Harrell, Superintendent
1000 N. Getty
Uvalde, Texas 78801

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent

11. Nondiscrimination

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

12. Signatory Clause

The individuals executing this AGREEMENT on behalf of the SWTJC and Uvalde CISD acknowledge that they are duly authorized to execute this AGREEMENT on behalf of their respective principals. All parties hereby acknowledge that they have read this AGREEMENT and understand its terms.

13. Amendment

The Parties to this MOU acknowledge that it may be necessary to amend and modify this MOU from time to time in order to address concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

14. Safety

If any high school student, instructor, employee of Uvalde CISD, or administrator should experience an accident or sudden illness while on the premises of SWTJC, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTJC and Uvalde CISD regulations. Upon mutual agreement, SWTJC may require the School District to provide Uvalde CISD security personnel.

15. Confidentiality of Student Records:

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). All records relating to Uvalde CISD students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

16. Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Uvalde County, Texas

17. Force Majeure

Neither party to this AGREEMENT shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this AGREEMENT and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure, either

party is prevented from full performance of its obligations under this AGREEMENT, written notice shall be provided to the other party within three days.

Upon approval by the respective governing boards of both partners, and upon signing by the Board Presidents or their designees, this Agreement shall remain in effect until amended or terminated, with 60 days written notice by either party to the other.

Uvalde CISD Superintendent

SWTJC President

Date

Date



MEMORANDUM

TO: Dr. Hal Harrell, Superintendent of Uvalde CISD

FROM: Michelle V. Torres, Director of Outreach

CC: C.A. Garabedian, SWTJC Dean of Instructional Services and School District Partnerships

DATE: May 24, 2022

SUBJECT: 2022-2023 Dual Credit Technical Agreement (Memorandum of Understanding)

Enclosed is the 2022-2023 Dual Credit Technical Agreement (Memorandum of Understanding) between SWTJC and your school district. All changes are highlighted in yellow. Your signature will be required upon review and approval of the agreement. The signed agreement can be mailed back in the enclosed self-addressed stamped envelope.

If you have any questions about the 2022-2023 Dual Credit Technical Agreement (MOU) please feel free to contact me at any time at (830) 591-7321 or at mvtorres@swtjc.edu. Thank you for your attention and continued partnership with SWTJC.

Southwest Texas Junior College
Uvalde Consolidated Independent School District – Dual Credit Technical Program
Agreement
2022-2023

PURPOSE:

The purpose of the “Memorandum of Understanding” is to disclose all contract fees as well as to confirm and sustain a positive and mutually beneficial working relationship between the Uvalde Consolidated Independent School District and Southwest Texas Junior College. Fundamental to this agreement is the belief that these two institutions working together can be a significant provider of career and technology education for the social and economic betterment of their service areas.

To this end, this agreement will set forth the operational plan for the delivery of contract courses in the following SWTJC certificate program areas for Uvalde High School Students:

1. *AIT*
2. *Automotive Technology*
3. *Cosmetology*
4. *Criminal Justice*
5. *Welding*
6. *EKG/PHLEB*
7. *Medical Assistant*
8. *Nurse Aid Healthcare*

PARTIES:

Southwest Texas Junior College (SWTJC)
Uvalde Consolidated Independent School District (UCISD)

FUNDAMENTAL PRINCIPLES:

The parties agree to:

- I. SWTJC
 - A. If no qualified high school instructor is available. SWTJC will provide an instructor for the contract period of one academic school year, approximately 180 days as determined by the UCISD official calendar.
 - B. Provide student evaluation and reporting as required by both UCISD and SWTJC.

- II. UCISD
 - A. Provide classroom and lab adequate for delivery of the courses for students.
 - B. Provide recruitment, assessment, and referral services for potential students in the course.
 - C. Limit the class size as indicated in each program.
 - D. Enroll only eligible students based on Texas Higher Education Coordinating Board dual credit rules as stated in “Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges” Chapter 4, Subchapter D, A§4.85, (b) Student Eligibility.
 - E. Enroll students in the appropriate sequence of courses.
 - F. Notify SWTJC of any proposed changes to program offerings 6 months prior to beginning of the next academic school year.
 - G. Pay to SWTJC the following program contract fees:

1) BUSINESS OFFICE TECHNOLOGY PROGRAM (25 students maximum per cohort)

GRADE LEVEL/TERM	HIGH SCHOOL COURSE	COLLEGE COURSE EQUIVALENT
11 th Fall	Business Information Management I	ITSW 1307 Introduction to Database POFI 2301 Word Processing BMGT 1341 Business Ethics
11 th Spring	Business Information Management I	POFT 1309 Administrative Office Procedures I POFI 1349 Spreadsheets
12 th Fall	Business Information Management II	POFT 2331 Administrative Project Solutions ACNT 1403 Introduction to Accounting I POFT 1325 Business Math Using Technology
12 Spring	Business Information Management II	POFT 1301 Business English ACNT 1311 Introduction to Computerized Accounting

- Testing/Material Fee (billed during respective class)

	Study Material	Exam Fee	Total per Student
MOS Exam Word	40.00	72.00	112.00
MOS Exam Excel	NA	72.00	72.00
MOS Exam Access	NA	72.00	72.00
Outlook Exam	NA	72.00	72.00
Quick Books Exam		99.00	99.00

2) AIR CONDITIONING AND REFRIGERATION TECHNOLOGY-\$6,000 (20 students maximum per cohort)

GRADE LEVEL/TERM	HIGH SCHOOL COURSE	COLLEGE COURSE EQUIVALENT
10 th Fall/Spring	Heating Ventilation, Air Conditioning and Refrigeration I	CETT 1302-Electricity Principles

3) AUTOMOTIVE TECHNOLOGY - \$46,000 (25 students maximum per cohort)

GRADE LEVEL/TERM	HIGH SCHOOL COURSE	COLLEGE COURSE EQUIVALENT
9th	Principals of Transportation	NA
10 TH	Automotive Basic	AUMT 1305-Introduction to Automotive
11 th Fall	Automotive Technology	AUMT 1407-Electrical Systems
11 th Fall & Spring	Automotive Technology	AUMT 1410-Brake Systems
11 th Spring	Automotive Technology	AUMT 2417-Engine Performance Analysis I
12 th - Fall	Advanced Automotive Technology	AUMT 2434-Engine Performance Analysis II
12 th -Fall &Spring	Advanced Automotive Technology	AUMT 1416-Suspension & Steering
12 th -Spring	Advanced Automotive Technology	AUMT 1445 Climate Control Systems

- Test Fee 40.00 per student (included in program cost)

4) COSMETOLOGY- \$10,000 (25 students maximum per cohort)

GRADE LEVEL/TERM	HIGH SCHOOL COURSE	COLLEGE COURSE EQUIVALENT
12 th - Fall/Spring	Cosmetology II (2-3)	CSME 2343 Salon Development CSME 1405 Fundamentals of Cosmetology

5) CRIMINAL JUSTICE - (25 students maximum per cohort)

GRADE LEVEL/TERM	HIGH SCHOOL COURSE	COLLEGE COURSE EQUIVALENT
10 th or 11 th FALL/SPRING	Law Enforcement I (1 credit and .5 unit each semester)	CRIJ 1301 – Introduction to Criminal Justice (3 SCH) and CRIJ 1307 Crime in America (3SCH)
10 th or 11 th FALL/SPRING	Law Enforcement I (1 credit and .5 unit each semester)	CRIJ 1301 – Introduction to Criminal Justice (3 SCH) and CRIJ 1307-Crime in America (3 SCH)
11 th or 12 th FALL/SPRING	Law Enforcement II (1 credit and .5 unit each semester)	CJLE 1303 – Basic Telecommunication Certification (3 SCH) and CJSA 1351 – Use of Force (3 SCH)

6) WELDING - (18 students maximum per cohort)

GRADE LEVEL/TERM	HIGH SCHOOL COURSE	COLLEGE COURSE EQUIVALENT
10 th Fall	Introduction to Welding	WLDG 1323-Welding, Safety, Tools and Equipment
10 th Spring	Introduction to Welding	WLDG 1421-Welding Fundamentals
11 th Fall	Welding	WLDG 1428-Intro to Shielded Metal Arc Welding WLDG 1430- Gas Metal Arc Welding
11 th Fall & Spring	Welding I	WLDG 1430- Gas Metal Arc Welding
11 th Spring	Welding I	WLDG 1313-Intro to Blueprint Reading for Welders
12 th - Fall	Welding II	WLDG 1457-Intermediate Shield Metal Arc Welding WLDG 1317-Intro to Layout and Fabrication
12 th -Spring	Welding II	WLDG 1435-Intor to Pipe Welding WLDG 1453-Intermediate Layout and Fabrication

- Material Fee per Welding I & II students 250.00 per year
- Testing Fee 20.00 (included in program cost)

7) EKG/ PHLEB (25 students maximum per cohort)

Grade Level/Term	High School Course	College Course Equivalent
12 th -Fall	Practicum in Health Science EKG (1 Credits)	MDCA 1317-Procedures in Clinical Setting (CET-EKG Exam)
12 th Spring	Practicum in Health Science Phlebotomy (1 Credits)	PLAB 1323-Phlebotomy (CPT-Phlebotomy Exam)

8) MEDICAL ASSISTANT (25 students maximum per cohort)

GRADE LEVEL/TERM	HIGH SCHOOL COURSE	COLLEGE COURSE EQUIVALENT
12 th Fall	Practicum in Health Science Medical Assistant Program	*MDCA 1210-Medical Assistant Interpersonal and Communication Skills
12 th Spring	Practicum in Health Science Medical Assistant Program	*MDCA 1352-Medical Assistant Laboratory Procedures (CCMA-Medical Assistant Exam)

Appendix A

Course Rubric	College Courses Offered Via Dual Credit	College Credits	High School Credits	PEIMS	High School Courses	Certifications
AERM 1203	Shop Practices	2	2	8724-6	Introduction to Aircraft	
AERM 1210	Ground Operation	2	2	8724-6	Introduction to Aircraft	
AERM 1314	Basic Electricity	3	3	8729-6	Aircraft Airframe Technology	
AERM 1315	Aviation Science	3	2	8724-6	Introduction to Aircraft	
AERM 1350	Landing Gear Systems	3	3	8729-6	Aircraft Airframe Technology	
AERM 2231	Airframe Inspection	2	3	8729-6	Aircraft Airframe Technology	
ACCT 2401	Principals of Accounting	4	1	1306700	Accounting II	
ACNT 1403	Introduction to Accounting I	4	1	13016600	Accounting I	
ARTS 1301	Art Appreciation	3	0.5	3500100	Art I	
ARTS 1303	Art History	3	0.5	3500100	Art I	
AUMT 1305	Introduction to Automotive	3	1	13039550	SW Auto Basics	ASE Electrical Systems
AUMT 1407	Automotive Electrical Systems	4	2	13039600	Automotive Technology I	ASE Brakes
AUMT 1410	Automotive Brake Systems	4	2	13039600	Automotive Technology I	ASE Suspension And Steering
AUMT 1416	Automotive Suspension and Steering Systems	4	2	13039700	Automotive Technology II	ASE Heating/Air Conditioning
AUMT 1445	Automotive Heating and Air Conditioning	4	2	13039700	Automotive Technology II	ASE Engine Performance
AUMT 2417	Automotive Engine Performance Analysis I	4	2	13039600	Automotive Technology I	
AUMT 2434	Automotive Engine Performance Analysis II	4	2	13039700	Automotive Technology II	
BCIS 1305	Business Computer Applications	3	0.5	3580900	Independent Study in Technology Applications	
BIOL 1106	Biology for Science Major I	1	1	13037200	Biology	
BIOL 1107	Biology for Science Major II	3	1	13037200	Biology	
BIOL 1108	Biology for Non Science Major I	1	1	13037200	Biology	
BIOL 1109	Biology for Non Science Major II	1	1	13037210	Biology	
BIOL 1306	Biology for Science Majors I	3	1	3010200	Biology or Scientific Research & Design	
BIOL 1307	Biology for Science Majors II	3	1	13037200	Biology	
BIOL 1308	Biology for Non Science Major I	3	1	13037200	Biology	
BIOL 1309	Biology for Non Science Major II	3	1	13037210	Biology	
BIOL 2401	Human Anatomy & Physiology I	4	0.5	13020600	Anatomy & Physiology	
BIOL 2402	Human Anatomy & Physiology II	4	0.5	13020600	Anatomy & Physiology	
BUSI 1301	Business Principles	3	0.5	13011200	Principles of Business, Marketing, & Finance Regular	
BWGT 1301	Supervision	3	10	13012100	Principles of Business, Marketing, & Finance Regular	
BWGT 1382	Cooperative Education-Business Administration and Management	3	3	12701305	Extended Practicum in Business Management Regular	
BWGT 1327	Principles of Management	3	0.05	13012100	Business Management Regular	
BUSI 1307	Personal Finance	3	1	13018000	Money Matters	
BUSG 2309	Small Business Management/Enterprise	3	1	13012000	Business Management Regular	
CETT 1302	Electricity Principles	3	1	13005800	HVAC I	
CHEM 1111	General Chemistry I	1	0.5	3040000	EC Chemistry	
CHEM 1112	General Chemistry II	1	0.5	3040000	Chemistry	
CHEM 1311	General Chemistry I	3	0.5	304000	EC Chemistry	
CHEM 1312	General Chemistry II	3	0.5	304000	Chemistry	
CNBT 1110	Basic Construction Safety	1	2	13005100	Construction Technology I DC	
CNBT 1400	Residential Light Commercial Blueprint	4	2	13005200	Construction Technology II DC	

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CNBT 1446	Construction Estimating I	4	2	13005200	Construction Technology II DC	
COSC 1301	Introduction to Computing	3	0.5	13011300	Touch Systems Data Entry	
CJLE 1303	Basic Telecommunication Certification	3	1	13029700	Law Enforcement II	National Emergency Communication
CISA 1351	Use of Force	3	1	13029900	Law Enforcement I	
CRJ 1301	Introduction to Criminal Justice	3	1	13029900	SWTJC LAW 1	
CRJ 1307	Crime in America	3	1	13029400	Law Enforcement II	
CRJ 1310	Fundamentals of Criminal Law	3	1	1329500	Law Enforcement I	
CRJ 2313	Correctional Systems & Practices	3	1	1329500	Law Enforcement I	
CRPT 1411	Conventional Roof Systems	4	2	13005100	Construction Technology I DC	
CRPT 1415	Conventional Wall Systems	4	2	13005100	Construction Technology I DC	
CRPT 1423	Floor Systems	4	2	13005100	Construction Technology I DC	
CRPT 1429	Introduction to Carpentry	4	2	13005100	Construction Technology I DC	
CRPT 1441	Conventional Exterior Finish System	4	2	13005200	Construction Technology II DC	
CRPT 1445	Conventional Interior Finish System	4	2	13005200	Construction Technology II DC	
CSME 1310	Introduction to Hair Cutting	3	1	13025100	SWT IntroCosmet	
CSME 2343	Salon Development	3	2	1302500	SWTJC COSMO1	
COSC 1336	Programming Fundamentals II	3	0.5	3580200	SWTJC/Computer Programming	
COSC 1337	Programming Fundamentals I	3	0.5	3580200	SWTJC/Computer Programming	
DRAM 1310	Introduction to Theater	3	1	3250700	Advanced Theater	
ECON 2301	Principles of Macroeconomics	3	0.5	033109xx	Economics or Economics Advanced Studies	
ECON 2302	Principles of Microeconomics	3	0.5	033109xx	Economics or Economics Advanced Studies	
EDUC 1300	Learning Frameworks	3	0.5	3270100	Career Preparation I	
EDUC 1301	Introduction to the Teaching Profession	3	0	3270100	Study Skills	
EMSP 1360	Clinical-Emergency Medical Technology/Technician	2	3	13014300	Career Preparation	Emergency Medical Technician (Must Take All 4 Courses)
EMSP 1455	Trauma Management	4	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ESWP 1456	Patient Assessment & Airway Management	4	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ESMP 1501	Emergency Medical Technician	5	3	13020505	Extended Practicum in Health Science EMT	Emergency Medical Technician (Must Take All 4 Courses)
ENGL 1301	Composition I	3	0.5	3221800	English III English IV	
ENGL 1302	Composition II	3	0.5	3221820	English III English IV	
ENGL 2307	Creative Writing	3	0.5	3221200	Creative Writing	
ENGL 2327	American Literature I	3	0.5	03220300	English III	
				03220400	English IV	
ENGL 2328	American Literature II	3	0.5	03220300	English III	
				03220400	English IV	

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ENGL 2322	British Literature I		3	0.5	03220300 03220400	English III English IV	
ENGL 2323	British Literature II		3	0.5	03220300 03220400	English III English IV	
GOVT 2305	Federal Government		3	0.5	03330100 03380001	United States Government or Social Studies Advanced Studies	
GOVT 2306	Texas Government		3	0.5	3380001	Social Studies Advanced Studies	
HART 1403	Air Conditioning Control Principles		4	2	13005255	HVAC III	EPA
HART 1407	Refrigeration Principles		4	2	13005900	HVAC II	R410
HART 1441	Residential Air Conditioning		4	2	13005255	HVAC III	
HART 2438	Air Conditioning Installation and Startup		4	2	13005255	HVAC III	
HECO 1322	Nutrition & Diet Therapy		3	0.5	13024500	Nutrition	
HIST 1301	United States History I		3	0.5	3340100	United States History A	
HIST 1302	United States History II		3	0.5	3340100	United States History B	
HIST 2311	Western Civilization I		3	0.5	3380022	Advanced History	
HIST 2312	Western Civilization II		3	0.5	3380022	Advanced History	PCT - Level 1 Certificate
HITT 1305	Medical Terminology I		3	1	13020300	Medical Terminology	
HRPO 2301	Human Resources Management		3	0.5	13011900	Human Resource Management	
HUMA 1301	Humanities		3	0.5	3221600	Humanities	
ITSC 1301	Introduction to Computers		3	1	13011400	Computer Application	
ITSC 1307	Introductions to Database		3	0.5	13011400	Business Information Mgmt 1	
MAIR 1449	Refrigerators, Freezers, Window Air Conditioners		4	2	13005900	HVAC II	
MATH 1314	College Algebra		3	0.5	03100600 03101100 0310250X	Algebra II Pre-Cal Independent Study in Math	
MATH 1316	Plane Trigonometry		3	0.5	3102501	Independent Study Math 2	
MATH 1325	Calculus for Business & Social Science		3	0.5	3102502	Independent Study Math 3:	
MATH 1332	Contemporary Mathematics I		3	0.5	0310250X	Independent Studies in Math	
MATH 1342	Elementary Statistic Math		3	0.5	3102500	Statistic	
MATH 2312	Pre-Calculus		3	0.5	03101100	Pre-Calculus	
MATH 2413	Calculus I		3	0.5	0310250X	Independent Studies in Math	
MATH 2414	Calculus II		3	0.5	03101100	HS Pre-Cal	
MDCA 1205	Medical Law & Ethics		3	2	13020500	Practicum in Health Science CMA	PCT - Level 1 Certificate
MDCA 1210	Medical Assistant Interpersonal & Communication Skills		2	2	13020500	Practicum in Health Science CMA	PCT - Level 1 Certificate
MDCA 1317	Procedures in Clinical Setting		3	2	13020500	Practicum in Health Science Phlebotomy/EKG	Electrocardiogram (National Health Care Association) PCT - Level 1 Certificate
MDCA 1352	Medical Assistant Laboratory Procedure		3	2	13020500	Practicum in Health Science CMA	Certified Clinical Medical Assistant (National Health Association)
MUSI 1306	Music Appreciation		3	0.5	3155600	Music Appreciation I/Music Studies	

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NURA 1160	Nurse Aide for Health Care	1	3	13020505	Extended Practicum in Health Science CNA	PCT - Level 1 Certificate Certified Nurse Assistant Must take all 3 NURA courses
NURA 1307	Body Systems	3	3	13020505	Extended Practicum in Health Science CNA	Certified Nurse Assistant Must take all 3 NURA courses (Prometric)
NURA 1401	Nurse Aide for Health Care	4	3	13020505	Extended Practicum in Health Science CNA	PCT - Level 1 Certificate Certified Nurse Assistant Must take all 3 NURA courses
NUPC 1320	Patient Care Technician/Assistant	3	1	13020222	Principles of Health Science	PCT - Level 1 Certificate
PHIL 1301	Introduction to Philosophy	3	0.5	3380001	Social Studies Advanced Studies I	Certified Nurse Assistant Must take all 3 NURA courses
PHIL 2306	Introduction to Ethics	3	0.5	3380021	Independent Studies	PCT - Level 1 Certification
PHED1100	Physical Activity	3	0.5	PeS0052	Physical Activity	
PHED 1110	Physical Activity	3	0.5	PeS0055	Physical Activity	
PHED 1301	Foundations of Kinesiology	3	0.5	3810100	Health Education	
PHED 1304	Personal & Community Health	3	0.5	3810200	Health Education	
PHED 1306	First Aid	3	0.5	3810100	First Aid	
PHED 1308	Sports Officiating	3	0.5	N1160012	Sports Officiating	Part of PCT Level 1 Certification
PLAB 1323	Phlebotomy	3	2	13020500	Practicum in Health Science Phlebotomy/EKG	Phlebotomy (National Health Care Association)
POFI 1349	Spreadsheets	3	0.5	13011400	Business Information Mgm 1	
POFI 2301	Word Processing	3	0.5	13011400	Business Information Mgm 1	
POFI 1301	Business English	3	0.5	13011500	Business Information Mgm 2	
POFT 1325	Business Math Using Technology	3	0.5	13011500	Business Information Mgm 2	
POFT 1309	Administration Office Procedures I	3	0.5	13011500	Business Information Mgm 2	
POFT 2331	Administrative Project Solutions	3	0.5	13011500	Business Information Mgm 2	
PSYC 2301	Introduction to Psychology	3	0.5	3350100	Psychology	
PSYC 2314	Lifespan Growth and Development	3	0.5	3350100	Psychology	
SOCI 1301	Introduction to Sociology	3	0.5	3370100	Sociology	
SPCH 1311	Introduction to Speech Communication	3	0.5	3241400	Communication Application	
SPCH 1315	Public Speaking	3	0.5	03240900	Public Speaking	
SPCH 1321	Business & Professional Communication	3	0.5	13009900	Prof. Communications	
WLDG 1313	Intro to Blueprint Reading for Welders	3	2	3241400	Communication Application	
WLDG 1317	Introduction to Layout and Fabrication	3	2	13032300	Welding I DC	
WLDG 1323	Welding Safety, Tools & Equipment	3	1	13032400	Welding II DC	
WLDG 1353	Intermediate Layout and Fabrication	3	2	13032250	SWT.JC Intro to Welding	
WLDG 1421	Welding Fundamentals	4	1	13032400	Welding II DC	AWS D1.1 Cert (1G, 2G, 3G)
WLDG 1428	Introduction to Shielded Metal Arc Welding	4	2	13032250	SWT.JC Intro to Welding	
WLDG 1430	Introduction to Gas Metal Arc Welding	4	2	13032300	Welding I DC	
WLDG 1435	Introduction to Pipe Welding	4	2	13032400	Welding II DC	
WLDG 1457	Intermediate Shielded Metal Arc Welding	4	2	13032400	Welding II DC	

Consider Approval of District of Innovation Plan Renewal

1. Background:

19 TAC §102.1313(a) (3) Renewal of District of Innovation Plan-. During renewal, all sections of the plan and exemptions shall be reviewed and the district must follow all components outlined in §102.1307 of this title (relating to Adoption of Local Innovation Plan).

2. Process:

5/10/22 – Senior Staff Finalizes Plan
5/16/22 – Recommended Final Plan Posted on Website
5/16/22 – Board Notifies Commissioner via Email of Intention to Adopt Plan
6/16/22 – DEIC Votes on Final Plan
6/20/22 – Board Votes on Final Plan
6/21/22 – Email Commissioner of Board Results, Date of Vote & the Agency Form
6/21/22 – Post Plan on Website
6/22/22 – Email Commissioner Link to Plan on Website

3. Fiscal Impact:

None

4. Recommendation:

It is recommended that the District of Innovation Plan Renewal be approved as presented.

5. Action Required:

Board action required

6. Contact Person:

Michael Rodriguez, Deputy Superintendent

SUPERINTENDENT'S REPORT

A. Future Meetings

Regular Board Meeting

July 18, 2022

B. UCISD update information for Board of Trustees

Contact Person:

Hal Harrell, Ed. D.

CLOSED SESSION

A Closed Session will be held under Provisions of Texas Government Code, Chapter 551, Sections 551.071 and 551.074.

- A. Consultation with District legal counsel regarding real property, prospective gifts and donations; security items (551.071).
- B. Deliberations regarding the purchase, exchange, lease or value of real property (551.072).
- C. Deliberations regarding a negotiated contract for a prospective gift or donation (551.073).
- D. Deliberations concerning Superintendent duties and hiring authority (551.074).
- E. Deliberations regarding the deployment or implementation of security personnel or devices or a security audit (551.076).
- F. Deliberations regarding security assessments or deployments (551.089).
- G. Deliberations Concerning Approval of Personnel Employments and Assignments.

Contact Person:

Hal Harrell, Ed. D.

Reconvene from Closed Session for Action Relevant to Items Covered During Closed Session

- A. Consider and Take Possible Action concerning Superintendent duties and hiring authority (551.074).
- B. Consider and Take Possible Action Concerning Approval of Personnel Employments, and Assignments.

Contact Person:

Hal Harrell, Ed. D.

ADJOURNMENT