

THE HOUSTON INDEPENDENT SCHOOL DISTRICT



AGENDA

**Board of Education
Meeting**

March 13, 2014

THE HOUSTON INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION

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MEMBERS OF THE BOARD OF EDUCATION

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Terry B. Grier, Ed.D., *Superintendent of Schools*

THE HOUSTON INDEPENDENT SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

March 13, 2014

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MEMORANDUM

TO: Members of the Board of Education

FROM: Terry B. Grier
Superintendent of Schools

SUBJECT: **MODIFICATIONS TO THE MARCH 13, 2014, BOARD OF EDUCATION MEETING AGENDA**

The following modifications have been made to the agenda for the March 13, 2014, Board of Education meeting:

ITEM	SUBJECT	ACTION TAKEN	DATE
D-1	Acceptance of Donations	Revised Attachment	3/13/14
F-1	Jones Consolidation	New Item	3/6/14
		New Attachment	3/6/14
		New Attachment	3/6/14
F-2	Dodson Consolidation	New Item	3/6/14
		New Attachment	3/6/14
		New Attachment	3/6/14
F-3	Reagan, Grissom, Hobby, Montgomery, Petersen, Almeda, Law, Dowling, and Thomas Boundaries Adjustment	New Item	3/6/14
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		New Attachment	3/6/14
		New Attachment	3/6/14
I-1	Consultant Requests	Revised Attachment	3/5/14
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J-1	Probationary Contracts	Revised Attachment	3/10/14
J-2	Term Contracts	Revised Attachment	3/10/14
K-3	Revisions to EIF(LOCAL)	New Item	3/7/14
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		New Attachment	3/7/14
K-4	Revisions to EIA(LOCAL)	New Item	3/7/14
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K-5	Revisions to EC(LOCAL)	New Item	3/7/14
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K-6	Revisions to FEC(LOCAL)	New Item	3/7/14
		New Attachment	3/7/14
K-7	Revisions to FEA(LOCAL)	New Item	3/7/14
		New Attachment	3/7/14

TG/MP/vm/bk

REPORT FROM THE SUPERINTENDENT

Office of Superintendent of Schools
Board of Education March 13, 2014

SUBJECT: BOARD MONITORING UPDATE ON PERCENT OF STUDENTS AT OR ABOVE BENCHMARK ON THE PRELIMINARY SCHOLASTIC APTITUDE TEST

The Houston Independent School District (HISD) exists to strengthen the social and economic foundation of Houston by assuring its youth the highest-quality elementary and secondary education available anywhere. In fulfilling this goal, the HISD Board of Education has designed the framework for the systematic monitoring of the district's goals.

Following are the specific, actionable measures provided to the Board of Education on an annually recurring basis for ongoing monitoring and trend reporting in the areas of rigorous education in reading and math, consistency, and safety with the intent to provide a holistic view of the district. As data is received into the district, data attributes are populated.

Attached to this update is an Executive Summary containing supporting evidence of district progress for the 2013–2014 school year, specifically for the percent of students at or above benchmark score on the Preliminary Scholastic Aptitude Test (PSAT). This report addresses Rigorous Education: College and Career Readiness.



Board Monitoring Systems (BMS) Attachment A-1a

As-Of Date: March 13, 2014

2013-2014 School Year

Rigorous Education

Student Achievement

		2011-2012	2012-2013	2013-2014
Percent of Students at Level III - Advanced Academic Performance STAAR Standard	Reading	15.2	17.4	
Percent of Students at Level III - Advanced Academic Performance STAAR Standard	Math	12.4	12.9	
Percent of Students at Level II - Satisfactory Academic Performance STAAR Standard	Reading	71.2	70.1	
Percent of Students at Level II - Satisfactory Academic Performance STAAR Standard	Math	68.2	67.1	
Percent of Students at Level I - Unsatisfactory Academic Performance STAAR Standard	Reading	28.8	29.9	
Percent of Students at Level I - Unsatisfactory Academic Performance STAAR Standard	Math	31.8	32.9	
Percent of Students at Level III - Advanced Academic Performance STAAR EOC	Reading	6.1	12.4	
Percent of Students at Level III - Advanced Academic Performance STAAR EOC	Math	13.2	17.9	
Percent of Students at Level II - Satisfactory Academic Performance STAAR EOC	Reading	59	65	
Percent of Students at Level II - Satisfactory Academic Performance STAAR EOC	Math	79	78.2	
Percent of Students at Level I - Unsatisfactory Academic Performance STAAR EOC	Reading	41	35	
Percent of Students at Level I - Unsatisfactory Academic Performance STAAR EOC	Math	21	21.8	
Percent of Students at or above 50th percentile on Norm Reference Test in Grades K-5	Reading	54.7	53.5	
Percent of Students at or above 50th percentile on Norm Reference Test in Grades K-5	Math	62.7	62.1	
Percent of Students at or above 50th percentile on Norm Reference Test in Grades 6-8	Reading	39.5	37.1	
Percent of Students at or above 50th percentile on Norm Reference Test in Grades 6-8	Math	56.2	55.9	
Districtwide EVAAS Scores in Reading (2011-12 Data Updated)	Reading	0.1	0.3	
Districtwide EVAAS Scores in Math (2011-12 Data Updated)	Math	-0.9	0.2	

College and Career Readiness

% Students Enrolling in Higher Education Within 1 Year of High School Graduation	60		
% Students at or above standard on the SAT/ACT Reading & Math Sections Combined	14.8		
% Students at or above benchmark score on the PSAT (2011-2012 was under a different standard)	13.6	21.4	20.4

Graduation & Dropout

Four-Year Cohort Graduation Rate	81.7		
Percent of Students (in a High School Cohort) Who Dropped Out	11.3		

Perception Survey - Rigorous Education

Percent of Parents Satisfied with Rigorous Education	Not Applicable	92	
Percent of Students Who Feel Challenged with Coursework		70	

Students

Percent of Students Satisfied with Teachers Having High Expectations	Not Applicable	88	
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Teachers

Percent of Highly Effective Teachers Who are Retained	87.2	87.6	
Percent of Ineffective Teachers Who are Exited	20.3	24.4	

Parents

Percent of Parents Satisfied with Consistent Education	Not Applicable	86	
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Principals

Percent of Principals Satisfied with Central Office Services	Not Applicable	65	
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Consistency

Levels of Offenses

# of Level III Offenses-Suspension/Optional Removal to Disciplinary Alternative Education	4,987	5,917	
# of Level IV Offenses - Required Placement in a Disciplinary Alternative Education Program	1,173	1,109	
# of Level V Offenses - Expulsion for Serious Offenses	68	53	
# of Number of Bullying Incidents	125	139	

Perception Survey - Safety and Environment

Percent of Parents Satisfied with Safety	Not Applicable	86	
Percent of Parents Satisfied with Environment		89	
Percent of Students Satisfied with Safety		74	
Percent of Students Satisfied with Environment		72	
Percent of Teachers Satisfied with Safety		77	
Percent of Teachers Satisfied with Environment		70	
Percent of Principals Satisfied with Safety		94	
Percent of Principals Satisfied with Environment		90	

Safety and Environment



Board Monitoring System: PSAT Benchmarks

EXECUTIVE SUMMARY

Purpose

The Houston Independent School District (HISD) exists to strengthen the social and economic foundation of Houston by assuring its youth the highest-quality elementary and secondary education available anywhere. In fulfilling this goal, HISD's Board of Education has designed a program to systematically monitor the district's goals and core values. The following results inform the progress of the district as it relates to rigorous education, specifically the percent of students at or above benchmark score on the PSAT.

Board Monitoring Scorecard			
Rigorous Education	Student Achievement: College and Career Readiness	2012-2013	2013-2014
	% of students at or above benchmark score on the PSAT.	21.4%	20.4%

Findings

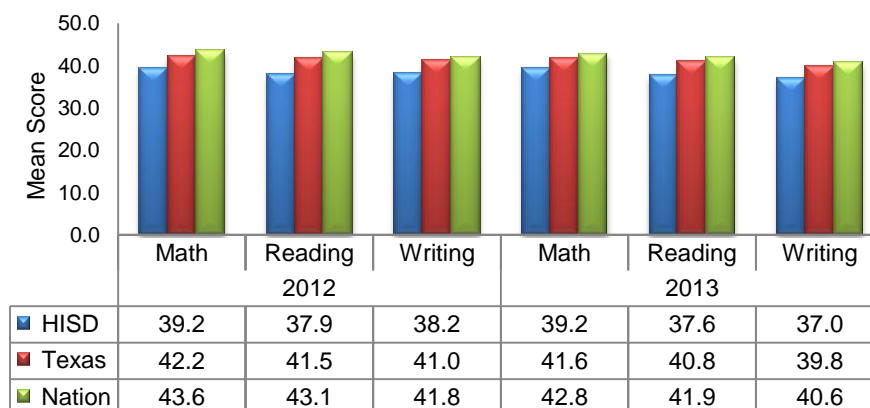
When comparing the performance of HISD sophomores from 2012 to 2013, the mean score for mathematics remained constant at 39.2, reading decreased slightly by 0.3 points, and writing decreased by 1.2 points. The state and national averages decreased in all subject areas. Since the fall of 2012, HISD sophomores have narrowed the gap between their performance and that of their state and national counterparts in reading and mathematics while the performance gap in writing remained constant. The percentage of students at or above benchmark was 20.4, a decrease of one percentage point.

**Figure 1 : Met College Readiness Benchmark
2012-2013**



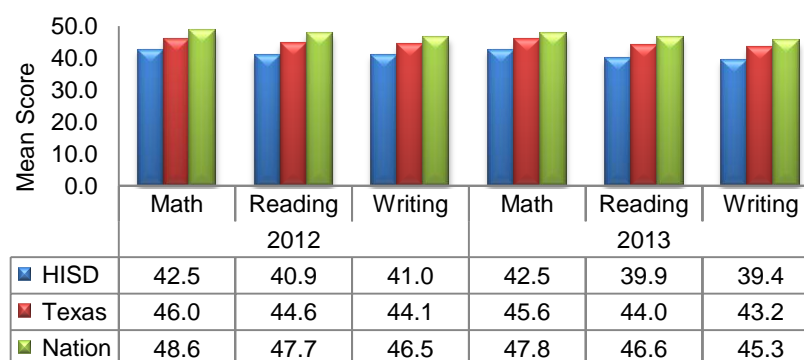
Results for HISD sophomores and juniors compared with their state and national counterparts for 2012 and 2013 are presented in **Figures 2 and 3**.

Figure 2: Mean PSAT Scores of 10th Grade Students in HISD, Texas, and the Nation, Fall 2012-2013



The average performance of HISD juniors in the fall of 2013 remained unchanged in mathematics, but decreased in reading by 1.0 and writing by 1.6 points. Both the state and national averages decreased from 2012 in all subject areas. Since the fall of 2012, HISD juniors have narrowed the gap between their performance and that of their state and national counterparts in mathematics. The performance gap between HISD juniors and their national counterparts also narrowed for reading, but widened for writing. For the state comparisons, the performance gaps were widened for both reading and writing.

Figure 3: Mean PSAT Scores of 11th Grade Students in HISD, Texas, and the Nation, FALL 2012-2013



Administrative Response

After a review of the 2013-2014 Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) report, the department of College and Career Readiness has the following response:

In the area of **College Readiness**, we have provided all high school campus test coordinators which include administrators, counselors, college access coordinators and instructional specialists with training on the benefits of using the Summary of Answers and Skills (SOAS) to aid instructional planning at the campus. This has been successful and we intend to continue providing yearly assistance to campuses that analyze their SOAS as a means to increase academic performance and preparedness for college entrance exams.

In the area of **Student Performance**, we will continue to work with the Curriculum Department and the College Board, to provide additional training to teachers that will focus more closely on strategies and best practices such as pacing on the test. This training will be provided in an effort to assist campuses as they work to increase student performance on the PSAT and close performance gaps.

In the area of **Student Participation**, we are concerned about the number of eligible special education students in the test administration. To improve in this area, we will collaborate with the Office of Special Education Services (OSES) senior managers for secondary schools and the College Board to ensure that all campus Students with Service Disabilities (SSD) coordinators and campus Special Education Chairpersons are trained on the approval process for testing with accommodations well before submission deadlines.

REPORT FROM THE SUPERINTENDENT

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

SUBJECT: INVESTMENT REPORT

Section 2256 of the Government Code requires that the Board-designated investment officers prepare and submit to the Board of Education, not less than quarterly, a written report of investment transactions for all funds covered by the act for the preceding quarter.

The quarterly investment report for the quarter ending December 31, 2013 for fiscal year 2013-2014 contains portfolio composition and maturity schedules for all funds, as well as beginning and ending book and market values for each fund's investments.

The report for this quarter also contains a statement that the 83rd Texas Legislature made no changes to the Public Funds Investment Act.

HISD's investments are governed by the Board-approved Cash Management and Investment Policy. All investments purchased meet the three basic tenets included in policy: investment safety, investment liquidity, and investment yield. All investments are held to maturity. HISD does not invest on a speculative basis.

This report also contains a compliance letter signed by the Chief Financial Officer, the Controller, and the Treasurer, who have all been designated by the Board of Education as the district's investment officers for the day-to-day management of HISD's cash and investment position.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Academic Services
Daniel Gohl, Chief Academic Officer

SUBJECT: APPROVAL OF CURRENT AND ANTICIPATED DONATIONS FOR DISTRICTWIDE AND SCHOOL-SPECIFIC PROGRAMS AND AUTHORIZATION TO NEGOTIATE, EXECUTE, AND AMEND NECESSARY CONTRACTS ASSOCIATED WITH THESE DONATIONS

In accordance with board policy, all donations in aggregate of \$5,000 or more must be approved by the Houston Independent School District's (HISD's) Board of Education.

The attachment reflects a summary of proposed donations.

COST/FUNDING SOURCE(S): Shown on the attached list.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned with Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education accept the proposed donations for districtwide and school-specific programs and authorize the superintendent or a designee to negotiate, execute, and amend necessary contracts, effective March 14, 2014.

SUMMARY OF DONATIONS GREATER THAN \$5,000

Donor	Receiving School/ Department	Donation Disbursement	Total Value of Donation	Budget String
MacGregor Elementary School (ES) Activity Fund	MacGregor ES	MacGregor After-School Program	\$13,000	SR1-11-62XX-201-10-YA1-YA1 (\$3,300 – Contracted Services) SR1-11-61XX-201-10-YA1-YA1 (\$9,700 – Extra Duty Pay)
MacGregor will use funds for after-school extra-duty pay and contract services.				
Civic Entertainment Group, LLC	Pershing Middle School (MS)	Pershing MS/Athletic Department	\$10,000	SR1-11-6399-064-10-YY7-YY7
Pershing MS will use these funds for students' physical education supplies and materials.				
West Briar MS Parent Teacher Organization (PTO)	West Briar MS	West Briar MS/Drill Team	\$6,695	SR1-11-6399-099-10-YY7-YY7
West Briar MS will use these funds to purchase supplies and materials to support the West Briar Drill Team.				
Harvard Activity Fund	Harvard ES	Harvard ES Technology/Computers for classrooms	\$75,000	SR1-11-6632-169-10-YY7-YY7
Funds will be used to purchase district-approved computers for Harvard ES classrooms.				
Fortunella, LLC	Harvard ES	Harvard ES Library books	\$7,000	SR1-12-6329-169-10-YY7-YY7
This funding will be used to purchase career and technology supplies and materials.				

SUMMARY OF DONATIONS GREATER THAN \$5,000

Donor	Receiving School/ Department	Donation Disbursement	Total Value of Donation	Budget String
Kolter ES PTO	Kolter ES	Kolter ES New Sound System	\$15,000	SR1-11-6632-189-10-YY7-YY7
Donation funds will provide a new sound system for Kolter ES.				
ExxonMobil Foundation	Waltrip High School / Waltrip Child Development Center	Waltrip Child Development Center	\$7,000	SR1-11-6399-015-10-YY7-YY7
The funds will be used for the Waltrip Child Development Center to purchase supplies and other related materials.				
Mr. and Mrs. M. Madison	Pin Oak MS	Pin Oak MS Display Case	\$5,809	SR1-11-66XX-337-10-YY7-YY7
Display case for Pin Oak MS trophies and awards.				
Marathon Oil Corporation via the Houston Independent School District (HISD) Foundation	Browning ES	General Programs/Perfect Attendance and Honor Roll Student Activities	\$17,500	SR1-11-6399-120-10-RZ2-RZ2
Marathon Oil Foundation has donated \$17,500 to Browning ES through the HISD Foundation in support of general programs and incentive expenses for Perfect Attendance and Honor Roll student activities.				
Total Value of Donations - \$157,004 <u>\$72,004</u>				

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Academic Services
Daniel Gohl, Chief Academic Officer

**SUBJECT: ACCEPTANCE OF GRANT FUNDS IN SUPPORT OF
DISTRICTWIDE AND SCHOOL-SPECIFIC PROGRAMS AND
AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS
REQUIRED UNDER THE GRANTS**

In accordance with board policy, all grant funds in aggregate of \$5,000 or more must be approved by the Houston Independent School District's (HISD's) Board of Education.

The attachment reflects a summary of grants awarded to HISD.

COST/FUNDING SOURCE(S): Shown on the attached list.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned with Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education accept the proposed grant funds for districtwide and school-specific programs and authorize the superintendent of schools or designee to negotiate and execute contracts required under the grants, effective March 14, 2014.

SUMMARY OF GRANTS GREATER THAN \$5,000

Grantor	Receiving School/ Department	Grant Disbursement	Total Value of Grant	Budget String
Educate Texas / Communities Foundation of Texas	Attucks Middle School (MS)	2013 Texas Science, Technology, Engineering and Mathematics (T-STEM) Academy Exemplars Grant Program/T-STEM Project	\$75,000	SR1-11-6600-041-10-HF4-HF4 (\$8,000 – Capital Outlay) SR1-11-6300-041-10-HF4-HF4 (\$7,200 – Supplies & Materials) SR1-11-6200-041-10-HF4-HF4 (\$39,500 – Contracted Services) SR1-11-6100-041-10-HF4-HF4 (\$20,300 – Payroll)
Attucks MS will use this grant to fund the activities of the 2013 T-STEM Academy Exemplars Grant Program.				
Houston Community College (HCC) System	Houston Independent School District (HISD)	HCC Gulf Coast Partnership for Achieving Student Success (PASS) Grant/HISD Futures Academy Schools	\$90,000	SR1-11-62XX-639-10-GC5-GC5 (\$25,000 – Contracted Services) SR1-11-64XX-639-10-GC5-GC5 (\$40,000 – Operations) SR1-11-66XX-639-10-GC5-GC5 (\$25,000 – Capital Outlay)
These funds will support Career and Technology Education Department collaboration with HCC for college and career preparation courses, contracted services in tutoring, technology software, and college and career readiness activities.				
The University of Texas Health Science Center	HISD	Research Subaward Agreement Amendment No. 5 “An Innovative Approach to Promoting Healthy Relationships among Young People”	\$160,000	SR1-11-61XX-678-10-UA2-UA2 (\$26,400 – Payroll) SR1-11-62XX-678-10-UA2-UA2 (\$20,000 – Contracted Services) SR1-11-6300-678-10-UA2-UA2 (\$3,600 – Supplies & Materials) SR1-11-66XX-678-10-UA2-UA2 (\$110,000 – Capital Outlay)

The purpose of this amendment is to provide an additional funding period from 9/1/2013 through 8/31/2014 for payroll, contracted services, equipment, and supplies.

Total Value of Grants - \$325,000

Office of the Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of School Support
Andrew Houlihan, Chief School Support Officer

**SUBJECT: APPROVAL OF EXPANSION THROUGH THE EIGHTH GRADE OF
THE MANDARIN CHINESE LANGUAGE IMMERSION MAGNET
SCHOOL PROGRAM**

This agenda item requests that the Houston Independent School District (HISD) Board of Education approve expansion of the current prekindergarten (PK)–fifth grade program at the Mandarin Chinese Language Immersion Magnet School (MCLIMS) to a PK–eighth grade program. The expansion would be effective for the 2016–2017 school year.

On December 8, 2011, the Board of Education approved the creation of MCLIMS. The school was created to provide a high-quality option for students, across the district, interested in a rigorous and unique education that would prepare them with the language skills needed for success in a competitive globalized economy. The original proposal was for a PK through fifth grade school, with the expectation that the program would expand through the eighth grade. MCLIMS has now been approved (through passage of the HISD 2012 bond referendum) to receive a new \$32 million building that will allow it to accommodate the original vision of a PK–eighth grade program. The facility will be complete by the beginning of the 2016–2017 school year.

Expanding to eighth grade is critical to the success of MCLIMS. The school's mission is to create students who have mastered high proficiency levels in Mandarin (at a minimum, being prepared for Advanced Placement Chinese) by the time they leave the program. Mandarin Chinese is widely considered one of the most difficult languages to learn. The U.S. State Department classifies Mandarin as “most difficult” and it requires English speakers to spend more than three times the classroom hours to achieve spoken proficiency compared to hours spent to achieve proficiency in Spanish and most European languages.

MCLIMS's parents and school administrators are very encouraged by the school's progress. A group of highly committed and effective teachers are setting a high standard for language immersion education and the school's current families are also showing a strong commitment to the program. Parent involvement is very high—there are over 400 district-approved volunteers; adult Mandarin classes are taking place on campus; and there is daily parent involvement in Suzuki violin classes and classroom activities.

Although the magnet program would not go beyond the fifth grade until the 2016–2017 school year, the school seeks board approval to continue its planning with confidence in the future of the program. Following the approval of the bond program, which describes a K–8 campus for MCLIMS, excitement and commitment to the program increased; applications for the entry years have doubled, compared to applications submitted last year. The highly diverse campus has become a close-knit community of families and staff members bound by their commitment to Chinese language immersion education. They are hopeful that by becoming an officially-sanctioned PK–8 program, MCLIMS can continue to build on the successes of its first two years.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: Sixth- through eighth-grade teachers and support staff members will be added in years 2016–2018.

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and HISD Goal 5: Improve Public Support and Confidence in Schools and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports and Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve expansion of the Mandarin Chinese Language Immersion Magnet School program through the eighth grade, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

**SUBJECT: APPROVAL TO CONSOLIDATE JESSE JONES HIGH SCHOOL
WITH ROSS SHAW STERLING HIGH SCHOOL AND EVAN
WORTHING HIGH SCHOOL AND TO ESTABLISH ATTENDANCE
BOUNDARIES**

The Houston Independent School District (HISD) Board of Education is requested to approve the consolidation of Jesse Jones High School with Ross Shaw Sterling High School and Evan Worthing High School. The consolidation would be effective at the beginning of the 2014–2015 school year.

Board policy requires students to attend school within a designated attendance zone unless a transfer has been approved. Jesse Jones High School has continually dropped in student enrollment due to high numbers of students transferring out of the school's attendance zone. Schools with low student enrollment do not have the ability to provide a well-rounded educational experience for their students. It is recommended that students currently attending Jesse Jones be rezoned to attend Sterling or Worthing high school.

The proposed attendance boundary for Sterling High School is indicated below.

The point of beginning (POB) being the intersection of the center line (CL) of Interstate 45 (Gulf Freeway) and the CL of Griggs Road; southwest along the CL of Griggs Road to the CL of Mykawa Road; southeast along the CL of Mykawa Road to the CL of Interstate 610 (South Loop Freeway); southwest along the CL of Interstate 610 to the CL of Martin Luther King Boulevard; south along the CL of Martin Luther King Boulevard to the CL of Reed Road; west along the CL of Reed Road to the CL of Cullen Boulevard; south along the CL of Cullen Boulevard to the CL of Clear Creek (Pearland ISD Boundary); east along the CL of Clear Creek to the CL of Pearland Parkway (Pasadena ISD Boundary); north along the CL of Pearland Parkway to the CL of South Sam Houston Parkway (Beltway 8); continuing north along the CL of Monroe Road (Pasadena ISD Boundary) to the CL of Airport Boulevard; west along the CL of Airport Boulevard to the CL of Telephone Road; north along the CL of Telephone Road to the CL of Sims Bayou; northeast along the meanders of Sims Bayou to the point of intersection directly south of the terminus of Colgate Street; north along an imaginary line from the point along the CL of Sims Bayou directly south of the terminus of Colgate Street to the terminus of Colgate Street; north along the CL of Colgate Street to the CL of

Dixie Drive; west along the CL of Dixie Drive to the CL of De Leon Street; north along the CL of De Leon Street to the CL of Park Place Boulevard; west along the CL of Park Place Boulevard to the CL of De Leon Street; north along the CL of De Leon Street to the CL of Greenstone Street; northeast along the CL of Greenstone Street to the CL of Interstate 45; northwest along the CL of Interstate 45 to the CL Griggs Road, POB.

The proposed attendance boundary for Worthing High School is indicated below.

The point of beginning (POB) being the intersection of the center line (CL) of Interstate 610 (South Loop Freeway) and the CL of Martin Luther King Boulevard; west along the CL of Interstate 610 to the CL of the Union Pacific Railroad paralleling Alameda Road; southwest along the CL of the Union Pacific Railroad that is parallel to Alameda Road to the CL of the Fort Bend County Line (Fort Bend ISD Boundary); southeast along the Fort Bend County Line (Fort Bend ISD Boundary) to the Brazoria County Line (Pearland ISD Boundary); northeast along the Brazoria County Line following the Pearland ISD boundary to the CL of Clear Creek; east along the CL of Clear Creek following the Pearland ISD boundary to the CL of Cullen Boulevard; north along the CL of Cullen Boulevard to the CL of Reed Road; east along the CL of Reed Road to the CL of Martin Luther King Boulevard; north along the CL of Martin Luther King Boulevard to the CL of Interstate 610, POB.

Ninth-, tenth-, and eleventh-grade students currently attending Jones would be allowed the opportunity of remaining at the Jones campus until they graduate from high school, provided that enough students select this option to justify adequate course offerings and class sizes. South Early College High School students currently housed at Jones would be allowed to remain at Jones until their new school is built. All students interested in participating in athletics would do so at their newly-zoned home school.

The district would re-open the magnet application process for current Jones High School students who may wish to seek enrollment in other HISD magnet programs. Additionally, the district would provide bus transportation, if needed, for the rezoned students. During the remainder of the 2013–2014 school year and the summer months, the district would facilitate visits to and transition activities for the new schools.

HISD may use the Jones facility for other purposes, including:

- A college preparation/vanguard program;
- A career and technical educational center (similar to Barbara Jordan High School for Careers); and
- To house other schools while permanent facilities are being constructed in the area.

Documentation for the proposed changes is attached.

COST/FUNDING SOURCE(S)	Costs for this program will be funded through the school's per unit allocations.
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STAFFING IMPLICATIONS:	Staff members will be assigned as appropriate.
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ORGANIZATIONAL GOALS/IMPACT:	This agenda item supports HISD Goal 1: Increase Student Achievement, HISD Goal 4: Increase Management Effectiveness and Efficiency, HISD Goal 5: Improve Public Support and Confidence in Schools, and HISD Goal 6: Create a Positive District Culture, and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports, Core Initiative 4: Data-Driven Accountability, and Core Initiative 5: Culture of Trust through Action.
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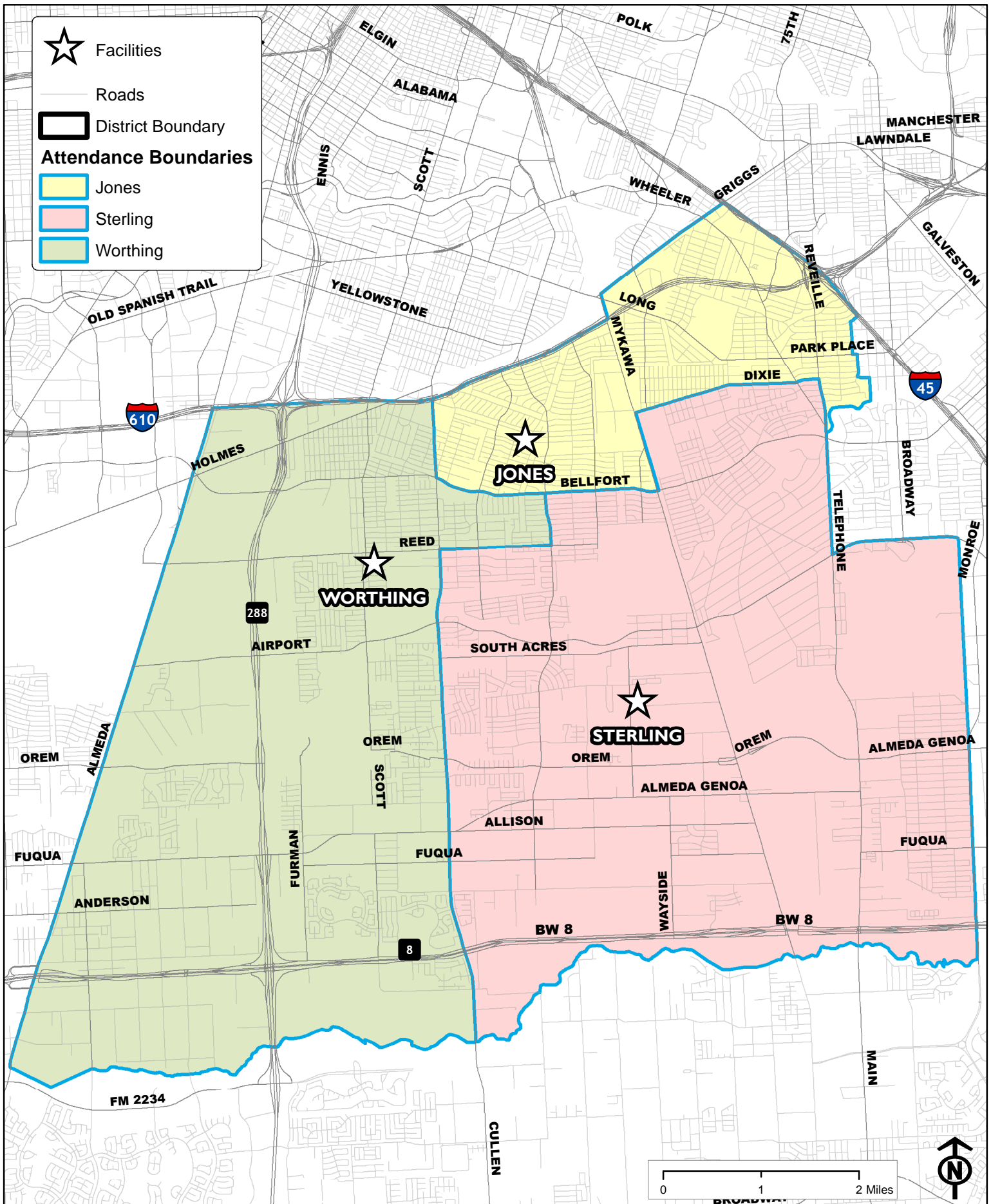
THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the consolidation of Jesse Jones High School with Ross Shaw Sterling and Evan Worthing High Schools and the establishment of attendance boundaries, effective March 14, 2014.

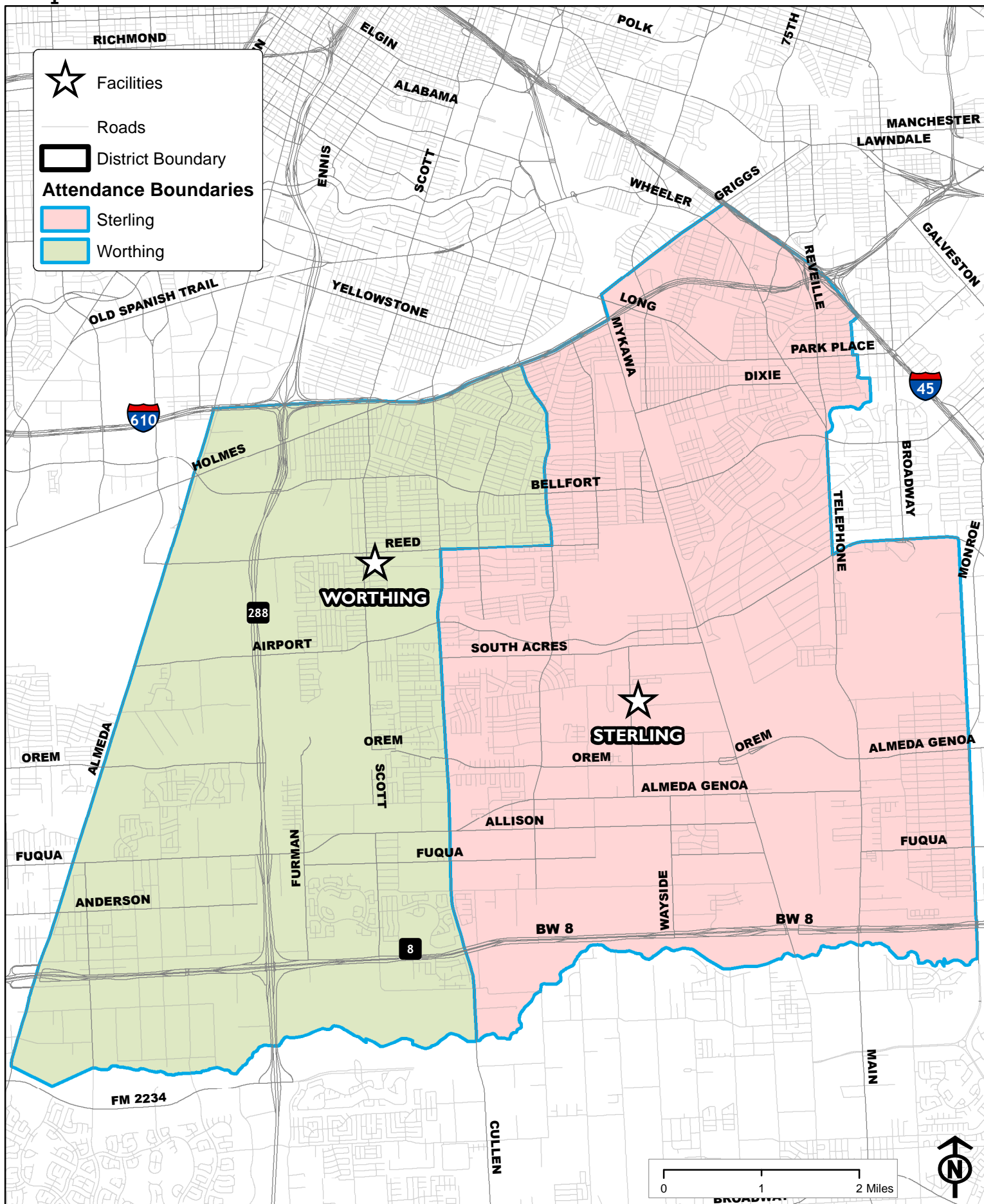
Current Attendance Boundaries

NEW 03/06/14
Attachment F March 2014



Proposed Attendance Boundaries

NEW 03/06/14
Attachment F March 2014



Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: APPROVAL TO CONSOLIDATE JULIUS N. DODSON ELEMENTARY-MONTESSORI SCHOOL WITH EDWARD BLACKSHEAR ELEMENTARY SCHOOL, DORA LANTRIP ELEMENTARY SCHOOL, AND THOMAS RUSK K-8 SCHOOL, AND TO ESTABLISH ATTENDANCE BOUNDARIES; AND APPROVAL TO ADJUST ATTENDANCE BOUNDARIES FOR BLANCHE BRUCE ELEMENTARY SCHOOL, HENRY MACGREGOR ELEMENTARY SCHOOL AND GREGORY-LINCOLN K-8 SCHOOL

The Houston Independent School District (HISD) Board of Education is requested to approve the consolidation of Julius N. Dodson Elementary-Montessori School with Edward Blackshear Elementary School (ES), Dora Lantrip ES, and Thomas Rusk K-8 School, and the establishment of attendance boundaries. It is also requested to approve the adjustment of attendance boundaries for the surrounding schools—Blanche Bruce ES, Henry MacGregor ES, and Gregory-Lincoln K-8 School. The consolidation and attendance boundary adjustments would be effective at the beginning of the 2014-2015 school year.

Board policy requires students to attend school within a designated attendance zone unless a transfer has been approved. In the neighborhoods surrounding Julius N. Dodson, many existing family homes are being torn down and replaced with new townhome communities that are being marketed to single, working professionals rather than to families with children. Due to those demographic changes, student enrollment at the school is rapidly decreasing. Schools with low enrollments do not have the ability to provide a well-rounded educational experience for their students. It is recommended that students currently attending Dodson be rezoned to attend Blackshear, Lantrip, or Thomas Rusk K-8.

The proposed attendance boundary for Blackshear ES is indicated below.

The point of beginning (POB) being the intersection of the center line (CL) of Interstate 45 (Gulf Freeway) and the CL of US Highway 59; southwest along the CL of US 59 to the CL of Cleburne Street ; southeast along the CL of Cleburne Street to the CL of Hutchins Street; northeast along the CL of Hutchins Street to the CL of Truxillo Street; southeast along the CL of Truxillo Street to the CL of the Bike Path between Ennis Street and Briley Street; southwest along the CL of the Bike Path between Ennis Street and Briley Street to the CL of Cleburne Street; southeast along the CL of Cleburne

Street to the CL of Burkett Street; north along the CL of Burkett Street to the CL of Alabama Street; southeast along the CL of Alabama Street to the CL of Scott Street; northeast along the CL of Scott Street to the CL of Holman Street; southeast along the CL of Holman Street to the CL of Cullen Boulevard; southwest along the CL of Cullen Boulevard to the CL of University Park; southeast along the CL of University Park through the University of Houston campus to the western terminus of University Drive; southeast along the CL of University Drive to the CL of Calhoun Road; northeast along the CL of Calhoun Road to its northeastern terminus; northeast along an imaginary line from the terminus of Calhoun Road to the CL of Spur 5; north along the CL of Spur 5 to the CL of Interstate 45; northwest along the CL of Interstate 45 to the CL of US 59, the POB.

The proposed attendance boundary for Lantrip ES is indicated below.

The POB being the intersection of the CL of North Drennan Street and the CL of Lovejoy Street; northwest along the CL of Lovejoy Street to the CL of North Kendall Street; southwest along the CL of North Kendall Street to the CL of Canal Street; northwest along the CL of Canal Street to the CL of N Milby Street; southwest along the CL of N Milby Street to the CL of Harrisburg Boulevard; northwest along the CL of Harrisburg Boulevard to the CL of Hutchenson Street; southwest along the CL of Hutchenson Street to the southwestern terminus of Hutchenson Street; southwest along an imaginary line from the terminus of Hutchenson Street to the Union Pacific Railroad; west along the Union Pacific Railroad to the CL of York Street; southwest along the CL of York Street to the CL of Houston Belt and Terminal Railroad; northwest along the CL of the Houston Belt and Terminal Railroad to the CL of Sampson Street; southwest along the CL of Sampson Street to the CL of Lamar Street; south along the CL of Scott Street to the CL of Interstate 45 (Gulf Freeway); southeast along the CL of Interstate 45 to the CL of Houston Belt and Terminal Railroad; northwest along the CL of the Houston Belt and Terminal Railroad to the CL of Leeland Street; east along the CL of Leeland Street to the CL of Eastwood Street; north along the CL of Eastwood Street to the CL of Clay Street; southeast along the CL of Clay Street to the CL of Fashion Street; south along the CL of Fashion Street to the CL of Bell Street; east along the CL of Bell Street to the CL of Ernestine Street; northeast along the CL of Ernestine Street to the CL of Polk Street; northeast along the CL of South Lockwood Drive to the CL of Park Street; east along the CL of Park Street to the CL of Dumble Street; northeast along the CL of Dumble Street to the CL of Harrisburg Boulevard; northwest along the CL of Harrisburg Boulevard to the CL of South Lockwood Drive; northeast along the CL of South Lockwood Drive to the CL of Sherman Street; northwest along the CL of Sherman Street to the CL of Hagerman Street; northeast along the CL of Hagerman Street to the CL of Brady Street; northwest along the CL of Brady

Street to the CL of Super Street; northeast along the CL of Super Street to the CL of Canal Street; northwest along the CL of Canal Street to the CL of North Eastwood Street; northeast along the CL of North Eastwood Street to the CL of Lovejoy Street; northwest along the CL of Lovejoy Street to the CL of North Drennan Street, the POB.

The proposed attendance boundary for Thomas Rusk K–8 school is indicated below.

The POB being the intersection of the CL of Commerce Street and the CL of US 59 (Eastex Freeway); southwest along US 59 to the CL of Interstate 45 (Gulf Freeway); southeast along the CL of Interstate 45 to the CL of Scott Street; north along the CL of Scott Street to the CL of Lamar Street; northeast along the CL of Sampson Street to the CL of The Houston Belt and Terminal Railroad; southeast along the CL of The Houston Belt and Terminal Railroad to the CL of York Street; northeast along the CL of York Street to the CL of Union Pacific Railroad; east along the CL of the Union Pacific Railroad to a point of intersection directly southwest of the southwestern terminus of Hutchinson Street; northeast along an imaginary line to the southwestern terminus of Hutchinson Street; northeast along the CL of Hutchinson Street to the CL of Harrisburg Boulevard; southeast along the CL of Harrisburg Boulevard to the CL of Milby Street; northeast along the CL of Milby Street to the CL of Canal Street; southeast along the CL of Canal Street to the CL of N Kendall Street; northeast along the CL of N Kendall Street to the CL of Lovejoy Street; southeast along the CL of Lovejoy Street to the CL of N Drennan Street; northeast along the CL of N Drennan Street to its northeastern terminus; northeast along an imaginary line from the terminus of N Drennan Street to the CL of Buffalo Bayou; west along the CL of Buffalo Bayou to the CL of S Jensen Drive; southwest along the CL of S Jensen Drive to the CL of Navigation Boulevard; southwest along the CL of Navigation Boulevard to the CL of Commerce Street; northwest along the CL of Commerce Street to the CL of US 59, the POB.

Following are the proposed attendance boundary adjustments for Blanche Bruce ES, Henry MacGregor ES, and Gregory-Lincoln K–8 School:

The proposed attendance boundary for Blanche Bruce ES is indicated below.

The POB being the intersection of the CL of US 59 (Eastex Freeway) and the CL of Commerce Street; southeast along the CL of Commerce Street and following the current attendance boundary to the intersection of the CL of Main Street and the CL of Buffalo Bayou; east along the CL of Buffalo Bayou to the CL of US 59; south along the CL of US 59 to the CL of Commerce Street, the POB.

The proposed attendance boundary for Gregory-Lincoln K–8 School (elementary component only) is indicated below.

The POB being the intersection of the CL of US 59 (Eastex Freeway) and the CL of Buffalo Bayou; west along the CL of Buffalo Bayou to the CL of Main Street; southwest along the CL of Main Street to the CL of Walker Street; northwest along the CL of Walker Street to the CL of Travis Street; southwest along the CL of Travis Street to the CL of McKinney Street; northwest along the CL of McKinney Street to the point northeast of the intersection of Brazos Street and Lamar Street; southwest along an imaginary line from the point northeast of the intersection of Brazos Street and Lamar Street to the intersection of Brazos Street and Lamar Street; southwest along the CL of Brazos Street to the CL of Dallas Street; northwest along the CL of Dallas Street to the CL of Interstate 45 (North Freeway); north along the CL of Interstate 45 (North Freeway) to the CL of Buffalo Bayou; west along the CL of Buffalo Bayou to the point directly north of the intersection of Taft Street and Allen Parkway; south along an imaginary line to the intersection of Taft Street and Allen Parkway; south along the CL of Taft Street to the CL of West Drew Street; west along the CL of W Drew Street to the CL of Morgan Street; south along the CL of Morgan Street to the CL of Fargo Street; west along the CL of Fargo Street to the CL of Whitney Street; south along the CL of Whitney Street to the CL of Fairview Street; east along the CL of Fairview Street to the CL of Genesee Street; north along the CL of Genesee Street to the CL of Tuam Street; southeast along the CL of Tuam Street to the CL of Albany Street; southwest along the CL of Albany Street to the CL of Hyde Park Boulevard; southeast along the CL of Hyde Park Boulevard to the CL of Pacific Street; south along the CL of Helena Street to the CL of Westheimer Road; southeast along the CL of Westheimer Road following the CL of Elgin Street to the CL of Louisiana Street; southwest along the CL of Louisiana Street to the CL of Spur 527; south along the CL of Spur 527 to the CL of W Alabama Street; southeast along the CL of W Alabama Street following Alabama Street to the CL of San Jacinto Street; southwest along San Jacinto Street to the CL of Cleburne Street; southeast along Cleburne Street to the CL of US 59 (Southwest Freeway); east then northeast along the CL of US 59 to the CL of Buffalo Bayou, the POB.

The proposed attendance boundary for MacGregor ES is indicated below.

The POB being the intersection of the CL of State Highway 288 (South Freeway) and the CL of US 59 (Southwest Freeway); west along the CL of US 59 (Southwest Freeway) to the CL of Cleburne Street; northwest along the CL of Cleburne Street to the CL of San Jacinto Street; northeast along the CL of San Jacinto Street to the CL of Alabama Street; northwest along the CL of Alabama Street following the CL of W Alabama Street to the CL of Spur

527; north along the CL of Spur 527 to the CL of Louisiana Street; northeast along the CL of Louisiana Street to the CL of Elgin Street; northwest along the CL of Elgin Street following the CL of Westheimer Road to the CL of Taft Street; south along the CL of Taft Street to the CL of Hawthorne Street; west along the CL of Hawthorne Street to the CL of Audubon Place; south along the CL of Audubon Place to the CL of W Alabama Street; west along the CL of W Alabama Street to the CL of Montrose Boulevard; south along the CL of Montrose Boulevard to the CL of Bissonnet Street; southeast along the CL of Bissonnet Street following the CL of Binz Street to the CL of Crawford Street; northeast along the CL of Crawford Street to the CL of Southmore Boulevard; southeast along the CL of Southmore Boulevard to the CL of State Highway 288; north along the CL of State Highway 288 to the CL of US 59, the POB.

Additionally, the Dodson Montessori program will be relocated to Blackshear ES, including appropriate Montessori teachers, administrators, and other staff members. Students currently in the Dodson Montessori program will receive magnet transfers with transportation, as appropriate, to the Blackshear Montessori program. Other successful instructional and ancillary programs at Dodson ES will also be relocated to Blackshear ES. Students in special education classes at Dodson ES will be relocated to Blackshear ES or other nearby schools to be placed into appropriate instructional programs.

The district would re-open the magnet application process for current Dodson ES students who may wish to seek enrollment in other HISD magnet programs. Additionally, the district would provide bus transportation, if needed, for the rezoned students. During the remainder of the 2013–2014 school year and the summer months, the district would facilitate visits to and transition activities for the new schools.

HISD may use the Dodson ES facility for other purposes including:

- A potential relocation site for Project Chrysalis Middle School;
- A middle school law enforcement/criminal justice magnet program;
- A middle school energy institute magnet program; and
- To house other schools while permanent facilities are being constructed in the area.

Documentation for the proposed changes is attached.

COST/FUNDING SOURCE(S)	Costs for this program will be funded through the schools' per unit allocations.
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STAFFING IMPLICATIONS:	Staff members will be assigned as appropriate.
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ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement, HISD Goal 4: Increase Management Effectiveness and Efficiency, HISD Goal 5: Improve Public Support and Confidence in Schools, and HISD Goal 6: Create a Positive District Culture, and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports, Core Initiative 4: Data-Driven Accountability, and Core Initiative 5: Culture of Trust through Action.

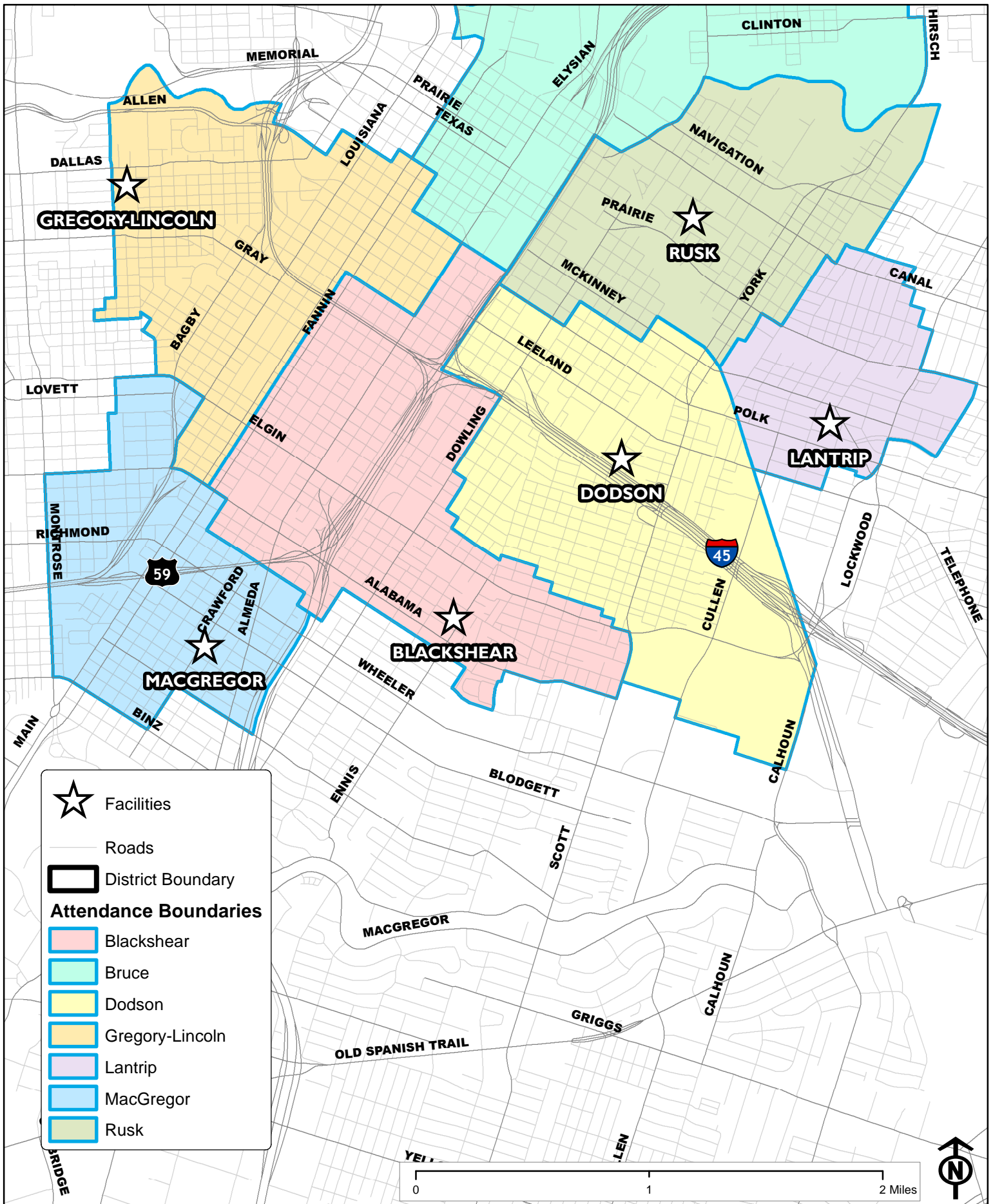
THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the consolidation of Julius N. Dodson Elementary-Montessori School with Edward Blackshear Elementary School, Dora Lantrip Elementary School, and Thomas Rusk K–8 School, and the establishment of attendance boundaries; and the adjustment of attendance boundaries for Blanche Bruce Elementary School, Henry MacGregor Elementary School, and Gregory-Lincoln K–8 School, effective March 14, 2014.

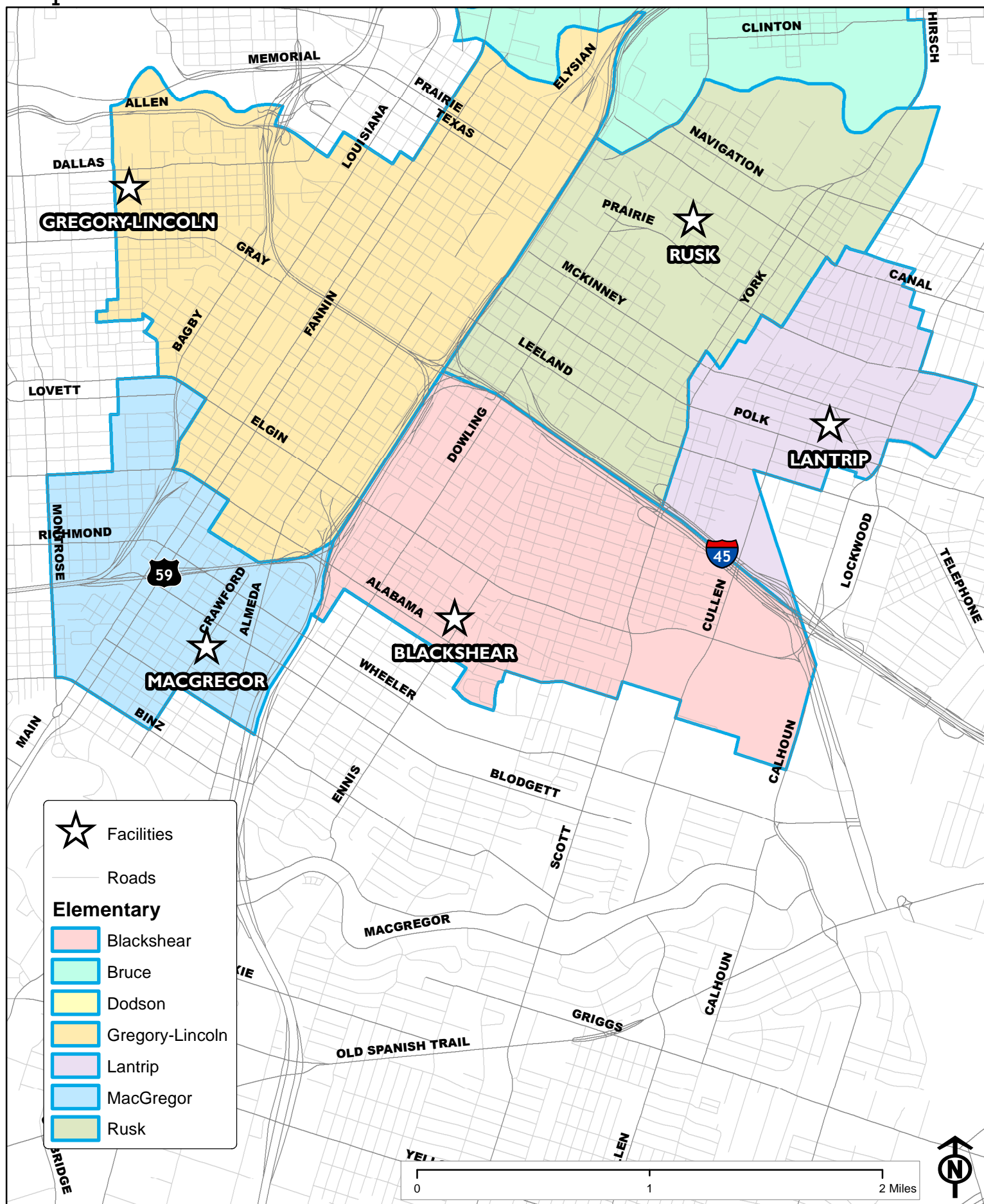
Current Attendance Boundaries

NEW 03/06/14
Attachment F March 2014



Proposed Attendance Boundaries

NEW 03/06/14
Attachment F March 2014



Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: APPROVAL TO ADJUST THE ATTENDANCE BOUNDARIES FOR BILLY R. REAGAN K-8 SCHOOL, VIRGIL GRISSOM ELEMENTARY SCHOOL, WILLIAM P. HOBBY ELEMENTARY SCHOOL, JAMES MONTGOMERY ELEMENTARY SCHOOL, HENRY PETERSEN ELEMENTARY SCHOOL, ALMEDA ELEMENTARY SCHOOL, JAMES LAW ELEMENTARY SCHOOL, DOWLING MIDDLE SCHOOL, AND ALBERT THOMAS MIDDLE SCHOOL

Board policy requires students to attend school within a designated attendance zone unless a transfer has been approved. The Houston Independent School District (HISD) Board of Education is requested to approve adjustments to the attendance boundaries for Billy R. Reagan K-8 School, Virgil Grissom Elementary School (ES), William P. Hobby ES, James Montgomery ES, Henry Petersen ES, Almeda ES, James Law ES, Dowling Middle School (MS), and Albert Thomas MS in order to reduce the number of students zoned to Billy Reagan. The adjustments would be effective beginning with the 2014-2015 school year.

Billy Reagan is well over capacity and cannot accommodate all of the students who currently live in the attendance zone. It has a functional capacity of 900 students and there are currently 1,180 students enrolled at the school. Another 150 students who live in the neighborhood must be directed to other schools due to the lack of space.

The proposed attendance boundary for Billy Reagan K-8 is indicated below.

The point of beginning (POB) being the center line (CL) of W Fuqua Street and the CL of Hiram Clarke Road; west along the CL of W Fuqua street to the CL of S Post Oak Road; south along the CL of S Post Oak Road to the Fort Bend ISD Boundary; southeast along the CL of the Fort Bend ISD Boundary to the CL of the future Hiram Clarke Road; north along the CL of the future route of Hiram Clarke Road to the current terminus of Hiram Clarke Road at the CL of S Sam Houston Parkway; north along the CL of Hiram Clarke Road to its current terminus at Summerlyn Drive; north along the CL of the future route of Hiram Clarke Road to the CL of Anderson Road; north along the CL of Hiram Clarke Road to the CL of W Fuqua Street, the POB.

The proposed attendance boundary for Grissom ES is indicated below.

The POB being the CL of Hiram Clarke Road and the CL of US 90A; southwest along the CL of US 90A to the CL of S Post Oak Road; south along the CL of S Post Oak Road to the CL of W Fuqua Street; east along the CL of W Fuqua Street to the CL of Hiram Clarke Road; north along the CL of Hiram Clarke Road to the CL of US 90A, the POB.

The proposed attendance boundary for Hobby ES is indicated below.

The POB being the CL of Alameda Road and the CL of Holmes Road; southwest along the CL of Holmes Road following the CL of US 90A to the CL of Hiram Clarke Road; south along the CL of Hiram Clarke Road to the CL of W Orem Drive; east along the CL of W Orem Drive to the CL of the drainage ditch 1,130 feet east of Waterloo Drive; north along the CL of the drainage ditch 1,130 feet east of Waterloo Drive to the CL of the future route of W Airport Boulevard; east along the CL of the future route of W Airport Boulevard to the CL of Alameda Road; northeast along the CL of Alameda Road to the CL of Holmes Road, the POB.

The proposed attendance boundary for Montgomery ES is indicated below.

The POB being the CL of Buffalo Speedway and the CL of W Orem Drive; west along the CL of W Orem Drive to the CL of Hiram Clarke Road; south along the CL of Hiram Clarke Road to the CL of Anderson Road; south along the CL of the future route of Hiram Clarke Road to the Fort Bend ISD boundary line; southeast along the Fort Bend ISD boundary line to the CL of Alameda Road; northeast along the CL of Alameda Road to the CL of S Sam Houston Parkway; west along the CL of the S Sam Houston Parkway to the CL of the drainage ditch 1,120 feet west of Alameda Road; north along the CL of the drainage ditch 1,120 feet west of Alameda Road to the CL of Anderson Road; west along the CL of Anderson Road to the CL of the future route of Buffalo Speedway; north along the CL of the future route of Buffalo Speedway to the current terminus of Buffalo Speedway; north along the CL of Buffalo Speedway to the CL of W Orem Drive, the POB.

The proposed attendance boundary for Petersen ES is indicated below.

The POB being the CL of Alameda Road and the CL of W Airport Boulevard; west along the CL of the future route of W Airport Boulevard to the CL of the drainage ditch 175 feet east of Ambrose Street; south along the CL of the drainage ditch 175 feet east of Ambrose Street to the CL of W Orem Drive; west along the CL of W Orem Drive to the CL of Buffalo Speedway; south along the CL of Buffalo Speedway to its current terminus just south of Jade Hollow Street; south along the CL of the future route of Buffalo Speedway to the CL of S Sam Houston Parkway; east along the CL of S Sam Houston

Parkway to the CL of Alameda Road; northeast along the CL of Alameda Road to the CL of W Airport Boulevard, the POB.

The proposed attendance boundary for Alameda ES is indicated below.

The POB being the CL of State Highway 288 (South Freeway) and the CL of W Orem Drive; west along the CL of W Orem Drive to the CL of Alameda Road; southwest along the CL of Alameda Road to the Fort Bend ISD Boundary; southeast along the Fort Bend County Line (Fort Bend ISD Boundary) to the Brazoria County Line (Pearland ISD Boundary); northeast along the Brazoria County Line following the Pearland ISD boundary to the CL of Clear Creek; east along the CL of Clear Creek following the Pearland ISD boundary to the CL of State Highway 288; north along the CL of State Highway 288 to the CL of W Orem Drive, the POB.

The proposed attendance boundary for Dowling MS is indicated below.

The POB being the CL of Alameda Road and the CL of Holmes Road; southwest along the CL of Holmes Road following the CL of US 90A to the CL of Hillcroft Avenue; south along the CL of Hillcroft Avenue to the CL of Fort Bend Parkway; southwest along the CL of Fort Bend Parkway to the Fort Bend ISD Boundary; southeast along the Fort Bend ISD Boundary to the CL of S Post Oak Road; north along the CL of S Post Oak Road to the CL of W Fuqua Street; east along the CL of W Fuqua Street to the CL of Hiram Clarke Road; south along the CL of Hiram Clarke Road to the CL of Anderson Road; south along the CL of the future route of Hiram Clarke Road to the Fort Bend ISD boundary line; southeast along the Fort Bend County Line (Fort Bend ISD Boundary) to the Brazoria County Line (Pearland ISD Boundary); northeast along the Brazoria County Line following the Pearland ISD boundary to the CL of Clear Creek; east along the CL of Clear Creek following the Pearland ISD boundary to the CL of State Highway 288; north along the CL of State Highway 288 to the CL of W Orem Drive; west along the CL of W Orem Drive to the CL of Alameda Road; northeast along the CL of Alameda Road to the CL of Holmes Road, the POB.

The proposed attendance boundary for Albert Thomas MS is indicated below.

The POB being the CL of E Orem Drive and the CL of Cullen Boulevard; north along the CL of Cullen Boulevard to the CL of Mowery Road; west along the CL of Mowery Road to its terminus west of Leirim Way; west along an imaginary line from the terminus of Mowery Road to the CL of Gabriela Bluff Lane; west along the CL of Gabriela Bluff Lane to the CL of Tanner Meadow Lane; west along an imaginary line from the CL of the intersection of Gabriela Bluff Lane and Tanner Meadow Lane to the CL of Sims Bayou; southwest

along the CL of Sims Bayou to the CL of State Highway 288; south along the CL of State Highway 288 to the CL of Clear Creek (Pearland ISD boundary); east along the CL of Clear Creek to the CL of Pearland Parkway; north along the CL of Pearland Parkway to the CL of S Sam Houston Parkway; north along the CL of Monroe Road (Pasadena ISD Boundary) to the CL of Cub Lane; north along the CL of Cub Lane then northwest along the CL of Braniff Street then west along the CL of Braniff Street to the CL of Telephone Road; north along the CL of Telephone Road to the CL of Brisbane Street; west along the CL of Brisbane Street to the CL of Villa Drive; north along the CL of Villa Drive to the CL of Brisbane Street; southwest along the CL of Brisbane Street then southwest along an imaginary line to the CL of Mykawa Road; northwest along the CL of Mykawa Road to the CL of Bellfort Street; west along the CL of Bellfort Street to the CL of S Wayside Drive; south along the CL of S Wayside Drive to the CL of Belcrest Street; west along the CL of Belcrest Street to the rear property line of lots along the west side of Sharondale Drive; south along the rear property line of lots along the west side of Sharondale Drive to the CL of Flamingo Drive; east along the CL of Flamingo Drive to the CL of Sharondale Drive; south along the CL of Sharondale Drive to the CL of Reed Road; west along the CL of Reed Road to the CL of Sharondale Drive; south along the CL of Sharondale Drive to the rear property line of lots along the south side of Hirondel Street; east along the rear property line of lots along the south side of Hirondel Street to the rear property line of lots along the west side of Vinearbor Street; south along the rear property lines of lots along the west side of Vinearbor Street to the CL of Sunbeam Street; west along the CL of Sunbeam street to the CL of the drainage ditch between Tenaha Drive and St. Lo Road; south along the CL of the drainage ditch between Tenaha Drive and St. Lo Road to the CL of Sims Bayou; west along the CL of Sims Bayou to the CL of the drainage ditch 740 feet west of the former drainage ditch; southwest then south along the drainage ditch parallel to Murr Way to the Centerpoint Energy powerline; west along the CL of the Centerpoint Energy powerline to the CL of Cullen Boulevard; north along the CL of Cullen Boulevard to the CL of E Orem Drive, the POB.

The proposed attendance boundary for Law ES is indicated below.

The POB being the CL of E Orem Drive and the CL of Cullen Boulevard; north along the CL of Cullen Boulevard to the CL of Mowery Road; west along the CL of Mowery Road to its terminus west of Leitrim Way; west along an imaginary line from the terminus of Mowery Road to the CL of Gabriela Bluff Lane; west along the CL of Gabriela Bluff Lane to the CL of Tanner Meadow Lane; west along an imaginary line from the CL of the intersection of Gabriela Bluff Lane and Tanner Meadow Lane to the CL of Sims Bayou; southwest along the CL of Sims Bayou to the CL of State Highway 288; south along the

CL of State Highway 288 to the CL of Clear Creek (Pearland ISD boundary); east along the CL of Clear Creek to the point north of Lack Lane; north along an imaginary line from the intersection of the CL of Clear Creek and a point just north of Lack Lane to the CL of Schurmier Road; west along the CL of Schurmier Road to the CL of Cottingham Road; north along the CL of Cottingham Road to the CL of Allison Road; west along the CL of Allison Road to the CL of Lea Street; north along the CL of Lea Street to the CL of Swingle Road; west along the CL of Swingle Road to the CL of Pembroke Street; north along the CL of Pembroke Street to the northern terminus of Pembroke Street; north along an imaginary line from the northern terminus of Pembroke Street to the CL of Kilkenny Drive; west along the CL of Kilkenny Drive to the CL of Murr Way; north along the CL of Murr Way to the northern terminus of Murr way; north along an imaginary line from the northern terminus of Murr Way to the Centerpoint Energy powerline; west along the CL of the Centerpoint Energy powerline to the CL of Cullen Boulevard; north along the CL of Cullen Boulevard to the CL of E Orem Drive, the POB.

Provided that space is available, current students may remain at their current schools for the 2014–2015 school year.

Documentation for the proposed changes is attached.

COST/FUNDING SOURCE(S) None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement, HISD Goal 4: Increase Management Effectiveness and Efficiency, HISD Goal 5: Improve Public Support and Confidence in Schools, and HISD Goal 6: Create a Positive District Culture, and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports, Core Initiative 4: Data-Driven Accountability, and Core Initiative 5: Culture of Trust through Action.

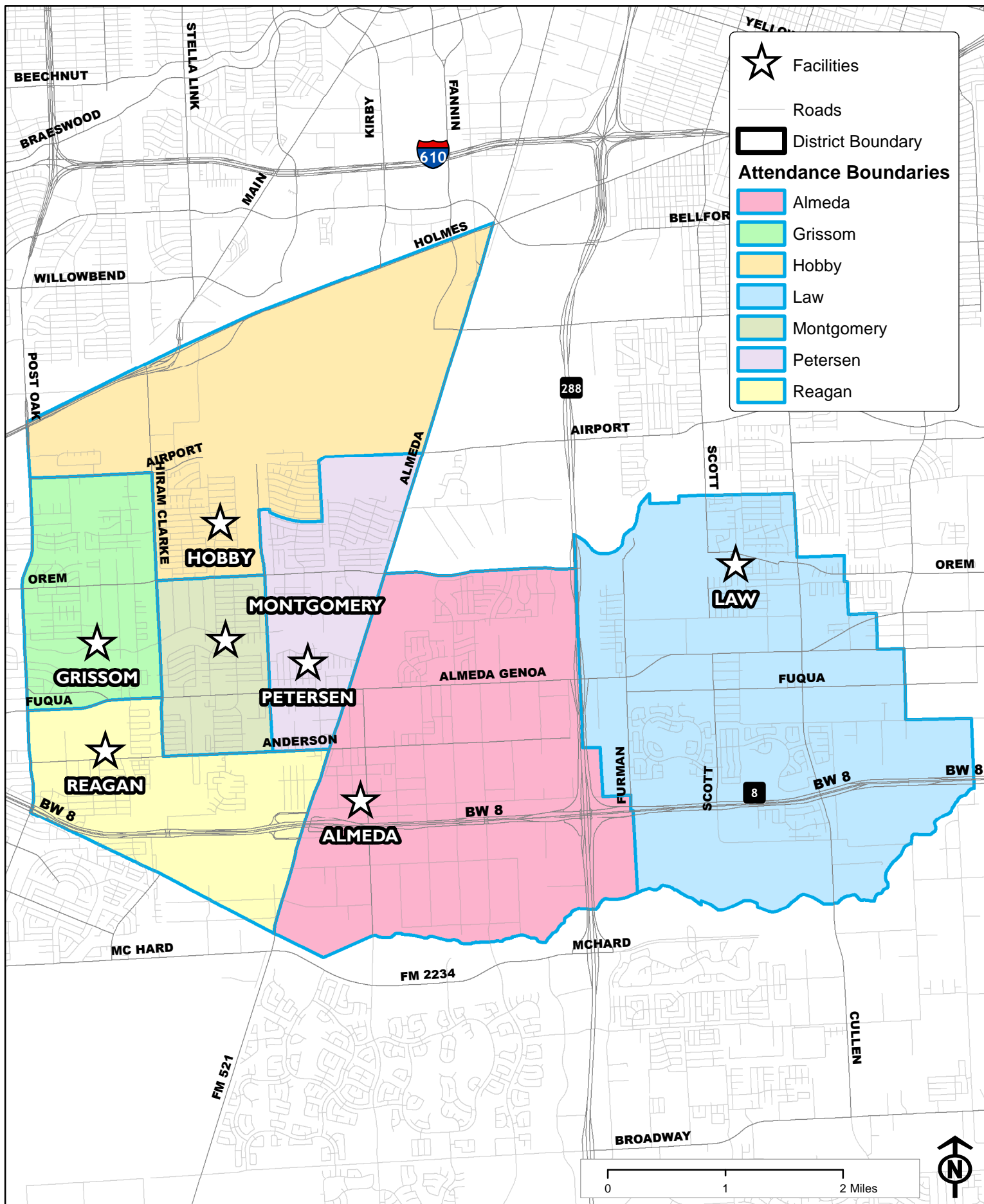
THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve adjustments to the attendance boundaries for Billy R. Reagan K–8, Virgil Grissom Elementary School, William P. Hobby Elementary School, James Montgomery Elementary School, Henry Petersen Elementary School, Alameda Elementary School, James Law Elementary School, Dowling Middle School, and Albert Thomas Middle School, effective March 14, 2014.

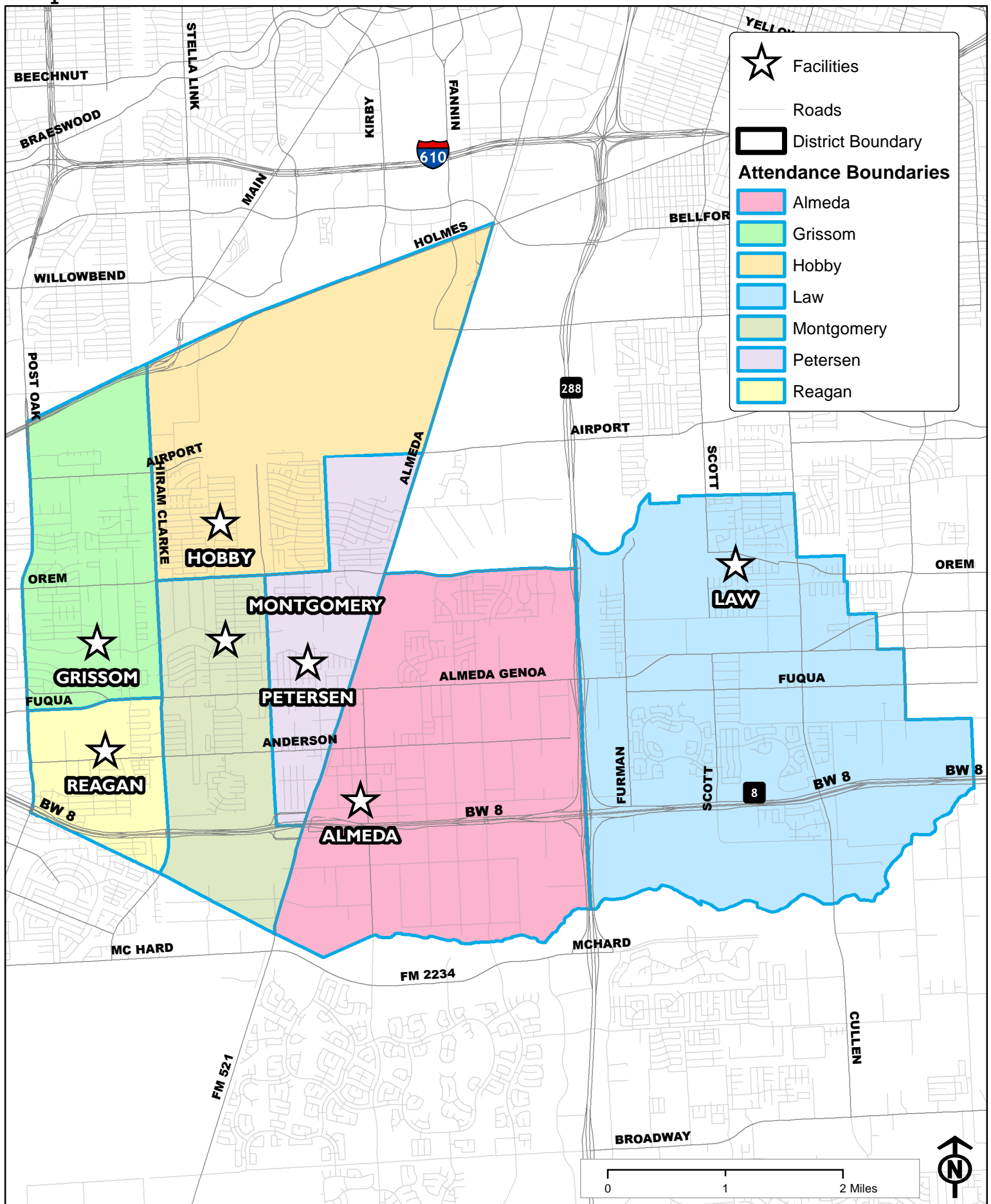
Current Attendance Boundaries

NEW 03/06/14
Attachment F March 2014



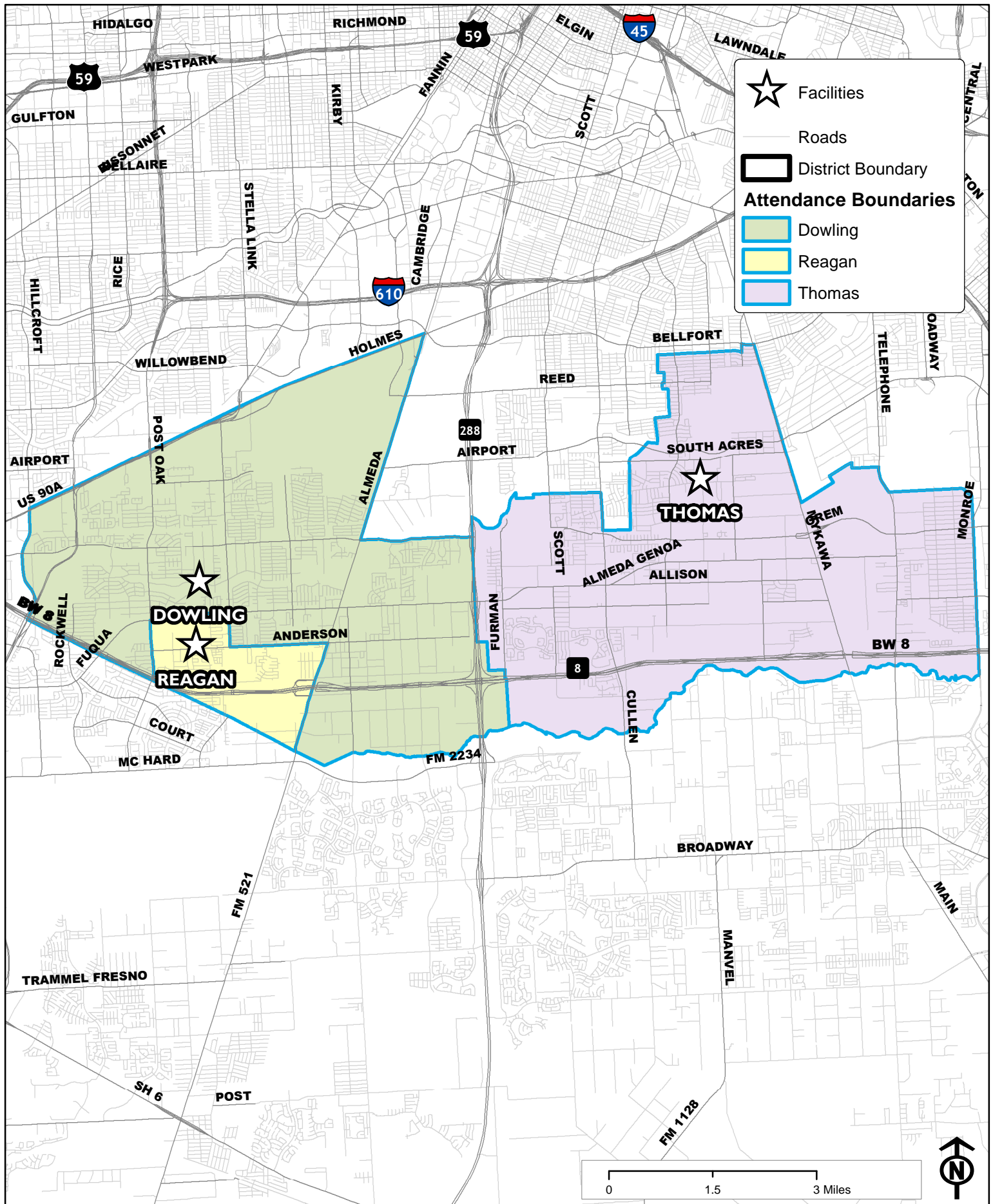
Proposed Attendance Boundaries

NEW 03/06/14
Attachment F March 2014



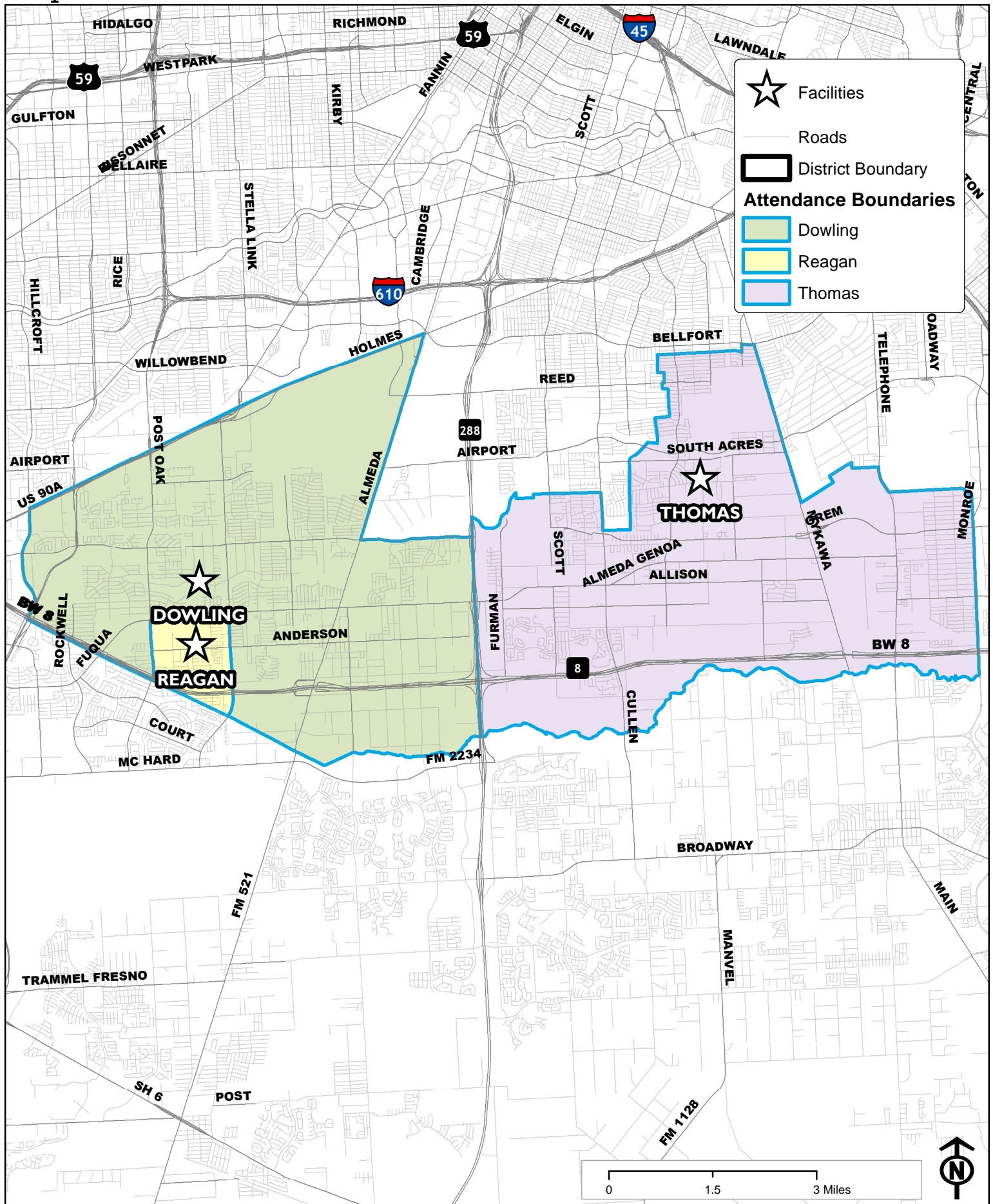
Current Attendance Boundaries

NEW 03/06/14
Attachment #1 March 2014



Proposed Attendance Boundaries

NEW 03/06/14
Attachment #1 March 2014



Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Business Operations
Leo Bobadilla, Chief Operating Officer

**SUBJECT: APPROVAL OF ADJUSTMENT IN THE BUDGET AND
CONTINGENCY ALLOWANCES FOR JAMES HELMS
ELEMENTARY SCHOOL RENOVATIONS**

The Houston Independent School District (HISD) 2007 bond election approved the renovations of James Helms Elementary School

The HISD Board of Education approved the design contract for the renovation on January 29, 2009.

On January 12, 2012, the HISD Board of Education approved the award of a construction contract for the renovations at Helms Elementary School to Horizon Group.

The renovation scope of work to be performed at Helms Elementary School includes safety/security improvements; mechanical, electrical, and plumbing systems improvements; interior finishes; restroom upgrades; and Americans with Disabilities Act (ADA) code compliance upgrades.

In order to close out the construction contract, a final change order is required that would include payment for additional work completed during the renovation. The contractor encountered extremely poor sub-floor conditions in the restrooms being renovated and repaired and rebuilt the subfloors so that the remainder of the restroom renovations could be completed. The contractor proceeded with the repairs in order to maintain the summer construction schedule. Also, in order to close out the project, additional professional fees are requested due to the extended duration of the renovations.

Due to these unforeseen conditions, increases to the design and construction contingency allowances are requested as outlined in the table below:

Requested Increase to Design Contingency Allowance	Requested Increase to Construction Contingency Allowance	Total Requested Increase to the Project Budget
\$21,000	\$15,000	\$36,000

COST/FUNDING SOURCE(S): There will be an increase to the overall project budget by \$36,000 and will be funded by 2007 Bond Program funds (CP1 81-6623-170-99-813-813, CP1 81-6630-170-99-813-813).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve increases in the budget and the design and construction contingency allowances, and authorize the superintendent of schools or a designee to negotiate, execute, and amend all necessary contracts for renovations of James Helms Elementary School, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Business Operations
Leo Bobadilla, Chief Operating Officer

SUBJECT: APPROVAL OF ADJUSTMENT IN THE BUDGET AND AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND CONSTRUCTION CONTRACT FOR THE ALBERT JOHNSTON MIDDLE SCHOOL HEATING, VENTILATION, AND AIR CONDITIONING REPLACEMENT

The Houston Independent School District (HISD) 2007 bond election approved the renovations at Albert Johnston Middle School. The HISD Board of Education approved design contracts for the renovations on April 9, 2009.

On December 9, 2010, the HISD Board of Education approved award of the construction contract for the renovations at Johnston Middle School.

On April 12, 2012, the HISD Board of Education approved an increase to the design contingency allowance for Johnston Middle School for design services associated with the heating, ventilation, and air conditioning (HVAC) system abatement and improvements.

On April 11, 2013, the HISD Board of Education approved an increase to the overall project budget for the design, construction, and other related services necessary to replace the HVAC system at Johnston Middle School.

The 2007 Magellan Report defined the scope of work to include the installation of new direct digital controls and to refurbish unit ventilators (UV) which are approximately 35 years old. Since the passing of the 2007 Bond the district has updated and revised the HVAC standards. The project team has further evaluated the current building system as it pertains to the new district standards. Two types of systems were considered, direct UV replacement and variable refrigerant volume (VRV) systems. The VRV system to replace the UV system and repair/replacement of other HVAC equipment was recommended and designed in order to bring the facility up to current design standards. An increase in the budget in the amount of \$761,800 is requested to complete this work in order to meet the district's revised HVAC standards.

This project was advertised on December 14 and December 21, 2013. On January 15, 2014, the district received competitive sealed proposals from the following responsive contractors:

ICI Construction, Inc.
Comex Corporation
Prime Contractors, Inc.

After evaluation, in accordance with the procedures approved by the HISD Board of Education, ICI Construction, Inc. was determined to be the highest ranked best value proposer. Therefore, it is recommended this contractor be awarded a contract for the HVAC replacement at Albert Johnston Middle School.

Approval will authorize the superintendent of schools or a designee to negotiate and execute a contract in an amount not to exceed the identified cost and amend the contract within the established allowance. The requested amount is as follows:

Highest Ranked Firm	Contract Amount Not to Exceed	Construction Contingency Allowance	Total Budget	Estimated Calendar Days	M/WBE Participation
ICI Construction, Inc.	\$3,705,000	\$370,500	\$4,075,500	150	69%

COST/FUNDING SOURCE(S):

There will be increase to the overall project budget. The cost for the recommended actions will be funded by 2007 Bond Program funds (CP1 81-6621-055-99-815-815).

STAFFING IMPLICATIONS:

None

ORGANIZATIONAL GOALS/IMPACT:

This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education authorize the superintendent of schools or a designee to negotiate, execute, and amend a construction contract with ICI Construction, Inc. to replace the heating, ventilation, and air conditioning system at Albert Johnston Middle School, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Business Operations
Leo Bobadilla, Chief Operating Officer

**SUBJECT: APPROVAL OF CONSTRUCTION COST FOR CONSTRUCTION
MANAGER-AT-RISK CONTRACT FOR ADDITIONS TO THE
CAFETERIA, LIBRARY, PARKING LOT, AND ALL REMAINING
CAMPUS IMPROVEMENTS AT KATHERINE SMITH ELEMENTARY
SCHOOL AND AUTHORITY TO NEGOTIATE, EXECUTE, AND
AMEND ALL RELATED CONTRACTS**

The Houston Independent School District (HISD) 2007 bond election approved the renovation and addition to Katherine Smith Elementary School. On April 10, 2008, the HISD Board of Education approved a design contract for the project.

The scope of work to be performed includes, but is not limited to, the addition of a new 12,600 square foot cafeteria, a 5,000 square foot library, and a 92-car parking lot. This final phase of the project will cover all remaining campus improvements.

On January 15, 2009, the HISD Board of Education authorized the superintendent of schools or a designee to negotiate, execute, and amend the construction manager-at-risk construction contract with Comex Corporation.

On January 14, 2010, the HISD Board of Education approved a site preparation cost not to exceed \$200,000 and a \$20,000 contingency allowance. These amounts were based on budgeted costs.

On December 9, 2010, the HISD Board of Education approved the budget realignment of the 2007 Bond Program, adding \$2,236,186 to the K. Smith Elementary School program budget to cover the cost of leasing temporary facilities and demolition of the original 1953 building and other campus structures.

On June 9, 2011, the HISD Board of Education approved an increase in the site preparation budget to cover the actual demolition costs to clear the site for construction of the addition to the existing structures.

On September 8, 2011, the HISD Board of Education approved a fee increase for design modifications to the classroom and administrative wing. On April 11, 2013, the HISD Board of Education approved a fee increase for design modifications to the cafeteria and library wing and all remaining campus improvements.

On June 14, 2012, the HISD Board of Education approved the reallocation of funds from the Jesse McDade Elementary School to the K. Smith Elementary School renovation and addition project in the amount of \$1,875,000 for additional scope that

includes the build-out of the administrative office area. Also on June 14, 2012, the HISD Board of Education approved construction cost for the administrative/classroom wing addition to K. Smith Elementary School.

On September 13, 2012, the HISD Board of Education approved a project budget increase of \$4,000,000 to cover a majority of the costs for construction of the cafeteria and library wing and all remaining campus improvements.

At this time, approval of the construction cost for the cafeteria, library, parking lot, and all remaining campus improvements is recommended. The cost consists of a guaranteed maximum price not to exceed \$5,088,000 and a change order allowance as follows:

Katherine Smith Elementary School Addition:

Construction Manager-at-Risk	Cafeteria & Library Guaranteed Maximum Price	Contingency Allowance	Total Construction Cost	Estimated Days to Occupy	M/WBE Participation
Comex Corporation	\$5,088,000	\$381,600	\$5,469,600	360	100%

COST/FUNDING SOURCE(S): The total cost will not exceed \$5,469,600 and will be funded by 2007 Bond Program funds
(Cost center to be determined by Finance).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the construction cost for construction manager-at-risk contract for the cafeteria, library, parking lot, and all remaining campus improvements at Katherine Smith Elementary School and authorize the superintendent of schools or a designee to negotiate, execute, and amend all related contracts, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Business Operations
Leo Bobadilla, Chief Operating Officer

SUBJECT: APPROVAL OF ADJUSTMENT IN THE BUDGET AND CONTINGENCY ALLOWANCES FOR JOHN WHITTIER ELEMENTARY SCHOOL AND AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND ALL RELATED CONTRACTS

The Houston Independent School District (HISD) 2007 bond election approved the renovation of John Whittier Elementary School.

The renovation scope of work for Whittier Elementary School includes, but is not limited to, parking lot repairs; curtain wall and window replacement; new elevator; finishes throughout the classrooms; minor heating, ventilation, and air conditioning (HVAC) system improvements; electrical improvements; and site improvements.

On April 12, 2012, the HISD Board of Education approved an award of construction contract for the renovations at Whittier Elementary School.

Since that approval, additional needs have been identified that include modifications to the current HVAC system, modifications to casework, millwork, and the relocation of the information technology laboratory. Increases in the construction and design contingency allowances will be required to address the increased scope as outlined in the table below:

Requested Increase to Design Contingency Allowance	Requested Increase to Construction Contingency Allowance	Requested Increase for Permitting, Testing, and Costs Related to the Project	Total Requested Increase to the Project Budget
\$5,000	\$133,500	\$7,500	\$146,000

COST/FUNDING SOURCE(S):

There will be an increase to the overall project budget and the total cost shall not exceed \$146,000 and will be funded by the 2007 Bond Program Funds
(CP1 81-6630-290-99-814-814
CP1 81-6623-290-99-814-814
CP1 81-6624-290-99-814-814).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve an increase in the budget and increases in both the construction and design contingency allowances and authorize the superintendent of schools or a designee to negotiate, execute, and amend all necessary contracts for the renovations at John Whittier Elementary, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Business Operations
Leo Bobadilla, Chief Operating Officer

**SUBJECT: AUTHORITY TO AMEND TERM AGREEMENT WITH
CONSTRUCTION MANAGER/PROGRAM ADMINISTRATOR FIRMS
FOR THE 2007 FACILITIES CAPITAL PROGRAM**

On January 15, 2009, the Houston Independent School District (HISD) Board of Education authorized the superintendent of schools or a designee to negotiate and execute contracts with Construction Manager/Program Administrator (CM/PA) firms for the 2007 Facilities Capital Program.

On May 10, 2012, the HISD Board of Education authorized the superintendent of schools or a designee to negotiate, execute, and amend term agreements and make all contract amendments with the CM/PA firms for the 2007 Facilities Capital Program for a not-to-exceed two-year contract extension.

On October 11, 2012, the HISD Board of Education authorized the superintendent of schools or a designee to further negotiate, execute, and amend term agreements with the CM/PA firms for the 2007 Facilities Capital Program to reflect adjustments in project budgets resulting from the award of trustee allocation funds.

Since those approvals, AECOM Services, Inc. dba AECOM Design (AECOM) and Rice & Gardner Consultants, Inc. (RGCI) have been asked to assist HISD with the completion and closeout of various construction projects. These services were not included in the original term agreement. Also, additional program management services and construction administration support are required on several projects being managed by both firms.

Therefore, it is recommended that the HISD Board of Education authorize the superintendent of schools or a designee to amend the term agreement with the firms of AECOM and RGCI. as listed below.

	Current Not to Exceed Amount	Revised Not to Exceed Amount
AECOM	\$7,372,875	\$9,772,875
Rice & Gardner Consultants, Inc.	\$7,300,000	\$8,700,000

COST/FUNDING SOURCE(S):	The cost for the recommended actions will be funded by the 2007 Bond Program funds.
STAFFING IMPLICATIONS:	None
ORGANIZATIONAL GOALS/IMPACT:	This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

RECOMMENDED: That the Board of Education authorize the superintendent of schools or a designee to amend the term agreements with the construction managers/program administrators, AECOM Services, Inc. dba AECOM Design and Rice & Gardner Consultants, Inc., for the 2007 Facilities Capital Program, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Chief Financial Officer
Kenneth Huewitt, Chief Financial Officer

SUBJECT: APPROVAL OF CONSULTANT AND PROFESSIONAL-SERVICE CONTRACTS

The purpose of this item is to authorize consultant contracts and professional-service contracts as required by board policy. According to current policy, the Houston Independent School District (HISD) Board of Education's approval is required for consultant contracts and professional services exceeding \$50,000 per engagement, inclusive of expenses, or for consultant contracts where payment to a consultant for the fiscal year has aggregated \$100,000, inclusive of all expenses. The attachment reflects a summary of proposed requests. Individual contracts are on-file in Board Services.

COST/FUNDING SOURCE(S): Funds for this recommended action are shown on the attached list.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and HISD Goal 4: Increase Management Effectiveness and Efficiency, and is aligned to Core Initiative 1: Effective Teacher in Every Classroom.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the proposed consultant and professional-service contracts, effective March 14, 2014.

SUMMARY OF CONSULTANT AND PROFESSIONAL-SERVICE REQUESTS

<u>Name</u>	<u>Using Department</u>	<u>Total Cost of This Request</u>	<u>Total Contracts to Date</u>	<u>Budget</u>
Demetra Claudette Jones dba Training and Leadership Consulting	M.C. Williams Middle School	\$110,900 \$37,224	\$460,550.50	GFI-11-629930-082-10-S1-137 SR1-11629930-082-41-CD1-CD1

Demetra Claudette Jones dba Training and Leadership Consulting will expand current tutoring services supporting reading and mathematics. The current Contract Services Agreement in the amount of \$110,900 is being amended in the amount of \$37,224 to provide additional tutors for the spring semester. These services include external tutors who will provide small group interventions throughout the school day based on low scores in State of Texas Assessments of Academic Readiness (STAAR) reporting categories and other weak areas identified through formative assessments. Targeted students are the limited English proficiency and special education populations, along with students who received significantly low scores on the STAAR exam and the District Level Assessments.

Term of Contract: September 9, 2013–April 4, 2014

Partner's Consulting Services	IT - Human Capital Management	\$350,000	\$1,600,000	GF1-53-6299-698-99-026-999
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On November 4, 2013, Partner's Consulting assisted the district with the upgrade of its Human Capital Management system from its older release of 8.8 to 9.1. As a part of post-upgrade deployment activities, Partner's will assist the district with production support as well as planning and scoping a second project phase which will incorporate the deployment of district-wide features like Absence Management, Manager, and Employee Self-Service along with all facets of organizational change management, which will help improve operational efficiencies and effectiveness.

Term of Contract: July 1, 2013–June 30, 2014

SUMMARY OF CONSULTANT AND PROFESSIONAL-SERVICE REQUESTS

<u>Name</u>	<u>Using Department</u>	<u>Total Cost of This Request</u>	<u>Total Contracts to Date</u>	<u>Budget</u>
Harris County	8 Secondary Schools	Not to exceed \$410,000	\$137,133.80	GF1-52-6299-XXX-99-S1-101

Stephen F. Austin High School; Thomas A. Edison Middle School; Thomas S. Jackson Middle School; Lamar Fleming Middle School; Charles H. Milby High School; J. H. Reagan High School; Sam Houston Math, Science, and Technology Center; and Beechnut Academy wish to continue the Absent Student Assistance Program (ASAP) with Harris County Precinct 6. ASAP was established in 1992–1993 by the Harris County Precinct 6 constable to discourage students from dropping out of school and to improve student achievement by reducing absenteeism. The Harris County constable office provides deputies who visit the homes of students absent from school to determine the cause of the absence and to explain school-attendance laws to parents, as well as refer families to social-service agencies as needed.

Term of Contract: March 1, 2014–February 28, 2015

<u>Insigniam Performance, LLC</u>	<u>Information Technology</u>	<u>\$110,000</u>	<u>\$0</u>	<u>GF1-53-6299-424-99-100-506</u>
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Insigniam Performance will deliver leadership training program for Information Technology (IT) direct reports to the chief information officer to enable them to effectively lead the Transforming Education initiative in IT. This initiative is specifically designed to provide a shift in the way IT leaders operate in implementing and delivering customer service excellence to all of our internal and external customers. The professional development is focused on producing a breakthrough in the ability to provide data-based reliable, stable, and robust information, and to deliver on commitments.

Term of Contract: April 1, 2014–August 31, 2014

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Chief Financial Officer
Kenneth Huewitt, Chief Financial Officer

SUBJECT: APPROVAL OF VENDOR AWARDS FOR PURCHASES OVER \$100,000 AND RATIFICATION OF VENDOR AWARDS FOR PURCHASES UNDER \$100,000

The purpose of this item is to authorize vendor awards for purchases over \$100,000 and ratify vendor awards for purchases under \$100,000. Pursuant to Board of Education policy, contracts for purchases over \$100,000 are submitted to the Houston Independent School District (HISD) Board of Education for approval prior to the issuance of purchase orders and/or agreement letters. Procurement Services, authorized by board policy, enters into purchase agreements for bid projects less than \$100,000, subject to ratification by the Board of Education.

When determining the successful bidder, consideration is given to the quality of the articles supplied, conformity with developed specifications, suitability to the requirements of the educational system, and delivery terms. All advertised bids are in compliance with minority- and woman-owned business enterprise procedures. All contracts are negotiated and executed with the supplier(s) providing the best overall value for the district.

The attachment reflects the names of successful bidders, the budgets to be charged, and a description of the items to be purchased. A copy of each tabulation is on file in Board Services.

COST/FUNDING SOURCE(S): Funds for these recommended actions will be necessary only one time.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports all six goals and is aligned with all five core initiatives of the district.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve vendor awards for purchases over \$100,000 and ratify vendor awards for purchases under \$100,000, effective March 14, 2014.

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR MARCH 13, 2014, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
13-02-12	RFP/End User Devices	A/100%		15	12	H	Netsync Network Solutions, Inc. Hewlett Packard Financial Services	Not To Exceed \$37,808,125	Technology Department Budgets

The Board of Education approved \$25,000,000 for this project at the meeting held June 13, 2013. The requirements of the PowerUp program and the Windows 7 upgrade program (for which funding was approved at the December 12, 2013 Board meeting) necessitate the lease or purchase of additional computers. The \$37,808,125 represents the maximum additional value legally available to the district under Project 13-02-12, for a total project value of \$62,808,125.

13-10-01	RFP/Property and Flood Insurance	B/25%		45	6	H	Various Insurance Companies through Alliant Insurance Services, Inc.	Two-Year Cost Not to Exceed \$9,785,000	GF1 51-6428-911-10-940 940 FD1 35-6428-790-99-976 976
14-01-10	RFP/Advanced Placement Initiative Project			17	3	T	National Math + Science Initiative	\$478,083	GF1-31-6XXX-698-99-042-999

The recommended vendor will work with HISD administration to provide a comprehensive Advanced Placement (AP) program over three years that will include an initial assessment of the current state of AP programs, and the development and implementation of an action plan to increase the participation of minority and low-income students in AP coursework. The work includes both teacher training and student tutoring in accordance with procedures and systems designed by the vendor.

14-01-07	RFP/Appliances- Districtwide	A/100%		28	2	H	FAS Industries, LLC	Not To Exceed \$100,000	Various School Budgets
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The recommended vendor will provide both small and large appliances, as needed, districtwide.

APPROVAL OF PURCHASES UNDER \$100,000

RECOMMENDED AWARD FOR MARCH 13, 2014, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
13-11-03	RFP/Video Content Creation, Editing, and Production Services	C/1% C/10%		5	4	H H	360 Studios LLC South Coast Film and Video	\$75,000	CP1-81-6299-407-99-420-420
The recommended vendors will work in collaboration with the HISD media team to provide high quality digital video content for special events, such as school-related activities and community awareness meetings.									
14-01-01	RFP/Evaluator for the Magnet Schools Assistance Program Grant (MSAP)			7	4	H	Education Evaluation Systems, LLC	Not to Exceed \$59,500	SR1-21-6299-654-99-MG4-MG4
The recommended vendor will work with HISD administration to assure compliance with federal and state requirements pertaining to the Magnet Schools Assistance Program grant awards.									
12-03-02	RFP/Learning Management System- Professional Development	C/D		25	2		Desire2Learn, Inc.	Not To Exceed \$1,006.56	GF1-41-6299-682-99-999-999

On May 10, 2012, the Board granted Desire2Learn, Inc., an award valued at \$585,000 over a two-year term. The amount requested herein covers an additional charge for annual maintenance and data export integration services.

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR MARCH 13, 2014, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
USC	Light and Medium Duty Automotive Parts						CARQUEST Auto Parts	Not To Exceed \$150,000	GF-00-1311
BB	Athletic Jackets and Patches						Neff Motivation	Not To Exceed \$100,000	School and Department Budgets

This project covers athletic jackets and patches districtwide for University Interscholastic League (UIL) sports.

APPROVAL OF PURCHASES UNDER \$100,000

RECOMMENDED AWARD FOR MARCH 13, 2014, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
GSA	PeopleSoft/Approva Upgrade Project						New River Systems Corporation	Not To Exceed \$20,000	GF1-53-6299-424-99-044-506

The Board granted New River Systems Corp.an award on January 12, 2012, as a key vendor in the PeopleSoft and Approva upgrade projects. This additional \$20,000 is needed for production support of the Approva application as the systems go live. [Ref. GSA Contract No. GS-35F-0697V and FAR 8.405.]

APPROVAL OF SOLE SOURCE ITEMS

RECOMMENDED AWARD FOR MARCH 13, 2014, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
Sole Source	HIPPY Program						Connelly-3 Publishing Group	Not To Exceed \$100,000	SR1-61-6329-621-41-CN1-CN1 School & Department Budgets

The Home Instruction for Parents of Preschool Youngsters (HIPPY) program empowers parents to be the children's first teachers.

APPROVAL OF CONTRACT RENEWAL PURCHASES OVER \$100,000

RECOMMENDED AWARD MARCH 13, 2014, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
12-01-12	RFP/Rental of HVAC and Boiler Equipment (Renewal)	C/I/10.93%	C/I/4.35%		X	OT	Carrier Rental Systems	Not To Exceed \$650,000	GF1- 51-6299- 801-99-101-999 GF1- 51-6299- 801-99-201-999 GF1- 51-6299- 801-99-301-999
10-07-13	RFP/Minor General Contracting Services For Less Than \$25K 90 DAY EXTENSION	A/100% A/100% A/100% C/I/20%	A/100% A/100% A/100% C/I/1.0%			H H H H	Hallmark Construction Westco Ventures, LLC DKC Enterprises Corte DBA Corte Enterprises	Not To Exceed \$500,000	GF1-51-6299-803-99-000-999 School & Department Budgets
11-12-02	RFP/Refrigeration and Box Truck Repair and Parts (Renewal)	C/I/11% C/I/3% A/100%	C/I/11% C/I/4% A/100%		X	T OT H	W & B Service Company ThermoKing of Houston Quality Reefer Service	Not To Exceed \$200,000	GF1-51-6249-8XX-99-999-999 GF1-51-6319-8XX-99-999-999 FD1-35-6249-792-99-976-976
12-11-04	RFP/Cooling Tower PM and Cleaning (Renewal)	B/20%	B/20.25%	X		H	Hunton Specialty Products	Not To Exceed \$130,000	GF1-51-6299-803-99-158-999

APPROVAL OF CONTRACT RENEWAL PURCHASES UNDER \$100,000

RECOMMENDED AWARD MARCH 13, 2014, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
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Code Legend

M/WBE - Minority and Women Business Enterprises Percentage Notations

Option A - Certified M/WBE firm; Percentages greater than 100% indicates the M/WBE firm will also subcontract with other M/WBE firms.

Option B - Non M/WBE firm who will subcontract the indicated percentage with an M/WBE firm(s) to meet or exceed the district's goal.

Option C – Non M/WBE firm. If listed with percentage greater than 0%, the awardee will sub-contract with an M/WBE firm for a percentage less than the district's goal. If listed as C//X%, the awardee will participate under an indirect program for the percentage indicated. If listed as C/D, the awardee made direct contact with M/WBE firms regarding subcontracting opportunities but has no costs attributable as either indirect or direct costs with M/WBE suppliers.

BB
DIR
GSA
HCDE
HGAC
REGION IV
TASB
TBPC
TIPS
TCPN
TPASS
TXMAS
USC

The BuyBoard Cooperative
Texas Department of Information Resources
Federal General Services Administration Schedule 70
Harris County Department Of Education
Houston-Galveston Area Council
Region IV Education Service Center
Texas Association of School Boards
Texas Building and Procurement Commission
TIPS/TAPS Region 8 Interlocal Cooperative
The Cooperative Purchasing Network
Texas Procurement and Support Services
Texas Multiple Award Schedules
U. S. Communities

Other Status Options

NC) - Non-compliant ; NE) - Not evaluated; NFP) - Non-profit; P) - Pending Certification

LOC – Location

Houston (H); Texas (T); Out of State (O); Out of State with Local Office (OT).

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Chief Financial Officer
Kenneth Huewitt, Chief Financial Officer

**SUBJECT: ADOPTION OF PENALTY ON TAX YEAR 2013 DELINQUENT TAXES
FOR THE HOUSTON INDEPENDENT SCHOOL DISTRICT IN
ACCORDANCE WITH SECTION 33.07 OF THE TEXAS PROPERTY
TAX CODE**

Section 33.07 of the Texas Property Tax Code allows a taxing unit to add an additional amount not to exceed twenty percent (20%) of the amount of delinquent taxes, penalties, and interest to each delinquent tax account due and remaining delinquent on July 1 of each year if the taxing unit has contracted with an attorney to collect delinquent taxes. The Houston Independent School District (HISD) is under contract with a delinquent-tax collection firm and has imposed an additional penalty each year to defray collection costs.

Imposition of these penalties allows HISD to retain all delinquent base taxes plus regular penalties and interest, and to pay the delinquent-tax collection firm from the additional collections imposed under Section 33.07.

The Resolution and Ordinance relating to adoption of the Section 33.07, twenty percent (20%) penalty on delinquent taxes can be reviewed on the attachment and is on file in Board Services.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the Resolution and Ordinance adopting a twenty percent (20%) penalty under Section 33.07 of the Texas Property Tax Code on tax year 2013 delinquent property taxes for the Houston Independent School District, effective March 14, 2014.

**HOUSTON INDEPENDENT SCHOOL DISTRICT
RESOLUTION AND ORDINANCE
RELATING TO APPROVAL OF SECTION 33.07 PENALTY
UNDER THE TEXAS PROPERTY TAX CODE FOR DELINQUENT TAXES OF
THE HOUSTON INDEPENDENT SCHOOL DISTRICT**

WHEREAS, Section 33.07 of the Texas Property Tax Code authorizes a taxing unit to add an additional penalty not to exceed twenty percent (20%) of the amount of delinquent taxes, penalty, and interest to each delinquent tax account that becomes delinquent on or after February 1 of the year but not later than May 1 of that year, and that remain delinquent on July 1 of the year in which they become delinquent, if the taxing unit has contracted with an attorney pursuant to Section 6.30 of the Texas Property Tax Code; and

WHEREAS, the Houston Independent School District is under contract with a law firm pursuant to Section 6.30 of the Texas Property Tax Code; and

WHEREAS, the Board of Education of the Houston Independent School District has determined that such twenty percent (20%) penalty shall be added to those taxes of the Houston Independent School District, and on any such taxes on properties that may be added to the jurisdictional boundary of the Houston Independent School District in the future, said Board by vote taken and passed on March 13, 2014 has voted to impose such twenty percent (20%) penalty on those taxes for the Houston Independent School District, and on any such taxes on properties that may be added to the jurisdictional boundary of the Houston Independent School District in the future, that become delinquent on or after February 1 of the year but not later than May 1 of that year and that remain delinquent on July 1, for the tax year 2013.

THEREFORE, BE IT RESOLVED AND ORDAINED THAT:

All of the above paragraphs are incorporated and made a part of this Resolution and be it,

RESOLVED and ORDAINED that the Board of Education of the Houston Independent School District has approved and does hereby pass, approve, authorize and declare that all tax year 2013 taxes, for properties currently within the jurisdictional boundary of the Houston Independent School District, and on any such taxes on properties that may be added to the jurisdictional boundary of the Houston Independent School District in the

future, not otherwise subject to Section 33.11 of the Texas Property Tax Code, that become delinquent on or after February 1, 2014 but not later than May 1, 2014 and that remain delinquent on July 1, 2014, for the tax year 2013, shall incur an additional penalty to defray costs of collection in the amount of twenty percent (20%) of the taxes, penalties and interest due, pursuant to Section 33.07 of the Texas Property Tax Code.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2014.

HOUSTON INDEPENDENT SCHOOL DISTRICT

By _____
Juliet Stipeche, President
Board of Education

ATTEST:

Anna Eastman, Secretary
Board of Education

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Chief Financial Officer
Kenneth Huewitt, Chief Financial Officer

SUBJECT: APPROVAL OF 2014–2015 *RESOURCE ALLOCATION HANDBOOK*

Houston Independent School District (HISD) uses a weighted student resource allocation formula to fund school-based budgets. The weights used in the resource allocation formula closely resemble those used by the state for special categories of students.

The major components of the weighted formula include:

GRADE-LEVEL UNITS

Early-childhood, Special Education and Pre-K units are weighted at 0.5 Full-Time Equivalent (FTE).

Grade-Level units are calculated based on percentage of Average Daily Attendance (ADA).

SPECIAL POPULATION UNITS

State Compensatory Education (SCE) units are determined by 50 percent economically disadvantaged students and 50 percent at-risk students. The weight is 0.15.

Special Education—the number of Special Education students identified and served determines the Special Education units. The weight is 0.15.

Gifted and Talented—the number of Gifted and Talented (G/T) students identified and served determines the G/T units. The weight is 0.12.

Career and Technology—the number of Career and Technology Education (CATE) full-time equivalents generated determines the CATE units by high schools. The weight is 0.35.

English Language Learners—the number of English Language Learners (ELL) students identified and served determines the ELL units. The weight is 0.10.

Homeless—the number of students who lack a fixed, regular, and adequate nighttime residence, as defined in NCLB, Title X, Part C, Section 725. The weight is 0.05

Refugee—the number of asylee or refugee students. The weight is 0.05

The recommended per-unit allocations for 2014–2015 would be as follows:

Grade Level	2013–2014 PUA	Change	2013–2014 PUA
Elementary	\$3,378	\$35	\$3,413
Middle School	\$3,403	\$35	\$3,438
High School	\$3,367	\$35	\$3,402

*In addition to the per-unit allocation, high school campuses will receive an additional \$162 per unit allocation for the High School Allotment.

The proposed 2014–2015 *Resource Allocation Handbook* will be transmitted to members of the Board of Education under separate cover.

COST/FUNDING SOURCE(S): Funds for school budgets based on the weighted formulas and the provision for the small-school subsidy units will be included in the 2014–2015 budget.

STAFFING IMPLICATIONS: The Office of Budget and Financial Planning handles all aspects of the preparation of the 2014–2015 district budget.

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement, HISD Goal 3: Provide a Safe Environment, HISD Goal 4: Increase Management Effectiveness and Efficiency, and HISD Goal 5: Improve Public Support and Confidence in Schools and is aligned to Core Initiative 5: Culture of Trust through Action. The approval of this item supports the district's ongoing budgeting and decentralization initiatives.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the 2014–2015 *Resource Allocation Handbook*, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Chief Financial Officer
Kenneth Huewitt, Chief Financial Officer

**SUBJECT: APPROVAL OF VENDORS TO PROVIDE BENEFITS CONSULTING
AND ADMINISTRATION SERVICES AND TO RENEW INTERLOCAL
AGREEMENTS WITH PARTICIPATING SCHOOL DISTRICTS**

The Houston Independent School District (HISD) has utilized an outsourced benefits consulting and administration model since 2000 to assist in streamlined benefits administration and guidance and direction to our medical program. The services encompassed in this program are a comprehensive outsourcing solution including benefits administration, benefits consulting, benefits communication, and on-site administration support. Services provided have helped drive innovative benefit solutions and changes to provide quality services at affordable costs. For 2014, HISD was able to reduce employee medical plan contributions by 20% and offer a new affordable medical plan for employees earning \$25,000 or less per year, with an employee-only rate of \$5 per month that meets the federal Affordable Care Act minimum essential benefit requirements. Costs have remained stable for employees and overall have had a 2.3% trend in health care costs since 2001.

Between 2005 and 2013, Mercer estimates HISD has avoided \$407 million in health care costs when our cost trend is compared with the national school trend from Mercer's national health care survey data. By implementing a fee-based brokerage system on our voluntary benefit products and an aggressive marketing of our voluntary benefits, HISD employees have avoided nearly \$62 million in premium costs since the program began compared with the rates in 2000.

In 2012 HISD issued an RFP for these services and last year the Board approved Mercer for benefits consulting, ADP for benefits administration, THCP for on-site benefits administration support, and Langrand Communications for communication services. Benefit administration services were transitioned to ADP with the new vendor handling the 2014 open enrollment and all administration functions starting with January 1, 2014. As part of the change to Langrand Communications to manage the HISD Benefits website, a new benefits website was launched in August 2013.

Aldine ISD and Katy ISD participate with HISD in our benefits consulting and administration program through interlocal agreements. Currently, both districts utilize Mercer for benefits administration services, but have the option to move the services to ADP. HISD receives a management fee for their participation in this program.

For 2014, the services with ADP will include a complete dependent audit in the fall and an ongoing dependent verification process starting with the annual enrollment for the 2015 calendar year to better ensure that dependents meet eligibility requirements.

The proposal and contract from ADP and THCP also included pricing to handle and support leaves administration. Pricing includes ADP administering HISD's leaves starting in August. Pricing also includes an additional THCP on-site leaves administrator to coordinate the leaves administration program with Human Resources starting in April to assist with the scope documentation, implementation, and ongoing administration.

COST/FUNDING SOURCE(S): The total cost of the program is estimated to be \$4,597,512 and will be funded by the health insurance internal service fund (IS1 41-6219 920-99-951 951).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and HISD Goal 6: Create a Positive District Culture, and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the renewal and amendment of agreements to provide benefits consulting and administration services for health and wellness programs and renew interlocal agreements with participating school districts, effective March 14, 2014.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Legal Services
Elneita Hutchins-Taylor, General Counsel

SUBJECT: APPROVAL TO REVISE CHAPTER 21 PROBATIONARY CONTRACTS

Periodically, Legal Services and the Human Resources Department review the employment contracts issued to employees subject to Chapter 21 of the Texas Education Code. This contract is issued to teachers, librarians, nurses, and counselors that are new to the district. The administration is proposing that this contract be revised to clarify certain provisions.

The change includes:

- Language is added stating, “The Employee may resign at the end of the school year covered by this Contract in accordance with Section 21.105 of the Texas Education Code.” The specific statutory citation has been added, replacing a general reference to “state law.”

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to HISD Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the Chapter 21 employee probationary contracts to be used by the district, effective March 14, 2014.

**HOUSTON INDEPENDENT SCHOOL DISTRICT
One-Year Employee Probationary Contract**

**REVISED 03/10/14
Attachment J-1**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract is entered into by and between the Board of Education of the Houston Independent School District (Board) and *John Doe* (Employee) under the following terms and conditions:

1. The Board hereby agrees to employ the Employee and the Employee agrees to serve the Board by performing duties as assigned by the Superintendent of Schools of the Houston Independent School District (District) for the school year _____, according to the hours and dates set by the District as they exist or are hereafter amended.
2. The Board agrees to pay the Employee for services rendered an annual salary according to the salary schedule or compensation manual adopted by the Board. The Employee understands and agrees that only the Board is authorized to establish an annual salary and that any representation made by any other person regarding salary is of no effect and shall not be relied upon. Qualifying employees may receive an incentive payment through an awards program established under Texas Education Code chapter 21, subchapter O if the District participates in the program. Any incentive payment distributed is considered payment for performance and not an entitlement as part of an employee's salary. If the employee will work on a less-than-12 month basis, the Employee's salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits. The Employee's salary shall be reduced for absences in excess of authorized, paid leave.
3. The Employee agrees that the District may deduct any wage overpayments under this contract. At the Employee's request repayment may be deducted from one or more pay periods, however, terms of repayment may not exceed four pay periods without the written approval of the District.
4. If the District implements a furlough under Texas Education Code Section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
5. It is understood and agreed by the parties to this Contract that the Superintendent of Schools, or designee, of the District shall have the right to assign such duties to the Employee as the Superintendent of Schools, or designee, shall deem proper. Because the Employee is not employed to fill a specific position or assignment, the Employee shall, at any time, be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassifications any time, for which Employee is professionally certified or otherwise qualified to perform.
6. Neither supplemental duties nor any stipends paid for such supplemental duties are covered by this Contract. It is understood and agreed that any such payments are not included as part of the annual salary covered by this Contract. No property right to continued employment in such supplemental duties exists regardless of whether stipends are paid, and such duties may be terminated for any reason, or for no reason, at the sole discretion of the District. If the Employee performs a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
7. It is understood and agreed by the parties to this Contract that the Employee shall perform his or her duties to the best of his or her skill and ability and shall discharge duties required by the District, by federal law, and by the school laws of this state. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned. This Contract is specifically subject to the policies, procedures, Administrative Regulations (ARs), administrative directives, and rules of the District as they exist or may be amended, issued, enacted or adopted during the term of this Contract.
8. The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other related items, subject to state law, upon request from the District.
9. This Contract is conditioned on the Employee providing the necessary certification, credentials, official transcripts, original service records, medical records, and/or any other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, any other credentialing agency, or the District. Failure of the Employee to provide this information may constitute a rejection of the employment offer by the Employee, at the sole discretion of the District. The Employee agrees to maintain any required certification throughout the term of this Contract. If the Employee fails to extend a temporary or emergency certificate or permit, or if the Employee's

certification expires, is canceled, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code Section 21.0031. Failure of the Employee to maintain proper certification in the position(s) assigned will render this Contract void and may be grounds for termination of employment or other employment actions as provided under state law, except if the Employee is a certified teacher assigned to teach a subject for which the teacher is not certified. If the Contract is rendered void because the Employee does not hold a certificate or permit issued by the appropriate state agency or fails to fulfill the requirements necessary to extend the Employee's temporary or emergency certificate or permit, and if, following notice that the Employee's contract is void, the District terminates or takes other permissible action against the Employee, the Employee is not entitled to a Chapter 21 hearing. Any false statement, misrepresentation, omission, or fraud by the Employee in or concerning any required records or information may constitute a rejection of the employment offer, at the sole discretion of the District, if discovered before employment begins, or grounds for termination of this Contract and employment if discovered after employment begins. If the Employee is a classroom teacher, this Contract is also conditioned on the Employee becoming and remaining "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law. If the Employee fails to maintain highly-qualified status, this Contract is void and the Employee may be terminated.

10. The Employee agrees that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. The Employee agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, Texas Education Agency (TEA), or State Board for Educator Certification (SBEC). The Employee represents that he or she has disclosed to the District in writing his or her criminal history as part of the application process and agrees that during the term of this Contract, the Employee will notify the Human Resources Department of any charge, arrest, conviction, pleas of nolo contendere (no contest) and/or receipt of deferred adjudication or probation for any felony or crime of moral turpitude in accordance with Board Policy DH (LOCAL).
11. Any action or event that the Board determines creates a financial exigency and a need to reduce expenditures for personnel, such as, but not limited to, declines in enrollment or tax revenues, reductions in funding, or change of program shall constitute cause for termination at any time during the term of this Contract. Employment in a federally or categorically funded position is expressly conditioned upon the availability of full funding and any reduction of such funding constitutes good cause for termination at any time during the term of this Contract.
12. The Employee may resign at the end of the school year covered by this Contract in accordance with Section 21.105 of the Texas Education Code~~state law~~. If the Employee attempts to resign at any other time, the Employee will be released from this Contract only with the written consent of the Board. If the Board does not consent to release the Employee and the Employee nevertheless abandons the Contract, the District may file a complaint seeking sanctions against the Employee with the appropriate agency. In the event that Employee retires or resigns from his or her employment with the District or the Teacher Retirement System, this Contract shall terminate. A retirement or resignation must be carried out in accordance with Board Policy and ARs as they exist at the time of retirement or resignation.
13. The Board may terminate this Contract at the end of the contract period if in the Board's judgment the best interests of the District will be served by terminating the employment, provided, the Board gives notice of its decision to terminate the employment in accordance with, and as provided for in Section 21.103 of the Texas Education Code. The Board's decision to terminate the employment of the Employee at the end of the contract term shall be final and may not be appealed.
14. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. This Contract shall not grant or create any contractual or other expectancy of continued employment or claim of entitlement to employment beyond the term of the Contract.
15. During the term of this Contract, the Employee may be terminated for good cause as determined by the Board, or for any reason stated in Board Policies, or this Contract. Good cause is defined as failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in the state. In lieu of or pending discharge, the District may suspend the Employee without pay for good cause for a period not to extend beyond the end of the school year covered by this Contract.
16. It is understood and agreed by the Board and the Employee that, upon acceptance of this Contract by the Employee, all previous contracts of employment with the Board are superseded and terminated and are of no force and effect. The invalidity of any portion of this Contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Contract.

17. Failure of the Employee to return this signed Contract by _____ may constitute a rejection of the employment offer and the Employee may not be employed, at the sole discretion of the District.
18. The Employee agrees to keep a current address on file with the District's human resources office. Unless Texas Education Code Chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's address of record, or by communicating by electronic mail at the electronic mail address provided to by the Employee to the District.
19. The Board has duly authorized the Superintendent of Schools to execute this Contract.

I have read this Contract and agree to comply with its terms and conditions.

Employee Signature

Date

The Board of Education
Houston Independent School District

Terry B. Grier, Ed.D.
Terry B. Grier, Ed.D.
Superintendent of Schools
Houston Independent School District

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Legal Services
Elneita Hutchins-Taylor, General Counsel

SUBJECT: APPROVAL TO REVISE CHAPTER 21 TERM CONTRACTS

Periodically, Legal Services and the Human Resources Department review the employment contracts issued to employees subject to Chapter 21 of the Texas Education Code. This contract is issued to teachers, librarians, nurses, and counselors with at least three years of TEA creditable experience. The administration is proposing that this contract be revised to clarify certain provisions.

The changes include:

- Language is added stating, “The Employee may resign at the end of the school year covered by this Contract in accordance with Section 21.105 of the Texas Education Code.” The specific statutory citation has been added, replacing a general reference to “state law.”
- Revising language to clarify that an employee may be suspended without pay for good cause.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to HISD Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approve the Chapter 21 employee term contracts to be used by the district, effective March 14, 2014.

**HOUSTON INDEPENDENT SCHOOL DISTRICT
One-Year Term Contract**

**REVISED 03/10/14
Attachment J-2**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract is entered into by and between the Board of Education of the Houston Independent School District (Board) and _____(Employee) under the following terms and conditions:

1. The Board hereby agrees to employ the Employee and the Employee agrees to serve the Board by performing duties as assigned by the Superintendent of Schools of the Houston Independent School District (District) for the school year_____, according to the hours and dates set by the District as they exist or are hereafter amended.
2. The Board agrees to pay the Employee for services rendered an annual salary according to the salary schedule or compensation manual adopted by the Board. The Employee understands and agrees that only the Board is authorized to establish an annual salary and that any representation made by any other person regarding salary is of no effect and shall not be relied upon. Qualifying employees may receive an incentive payment through an awards program established under Texas Education Code chapter 21, subchapter O if the District participates in the program. Any incentive payment distributed is considered payment for performance and not an entitlement as part of an employee's salary. If the Employee will work on a less-than-12-month basis, the Employee's salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits. The Employee's salary shall be reduced for absences in excess of authorized, paid leave.
3. The Employee agrees that the District may deduct any wage overpayments under this contract. At the Employee's request repayment may be deducted from one or more pay periods, however, terms of repayment may not exceed four pay periods without the written approval of the District.
4. If the District implements a furlough under Texas Education Code Section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
5. It is understood and agreed by the parties to this Contract that the Superintendent of Schools, or designee, of the District shall have the right to assign such duties to the Employee as the Superintendent of Schools, or designee, shall deem proper. Because the Employee is not employed to fill a specific position or assignment, the Employee shall, at any time, be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassifications, for which the Employee is professionally certified or otherwise qualified to perform.
6. Neither supplemental duties nor any stipends paid for such supplemental duties are covered by this Contract. It is understood and agreed that any such payments are not included as part of the annual salary covered by this Contract. No property right to continued employment in such supplemental duties exists regardless of whether stipends are paid, and such duties may be terminated for any reason, or for no reason, at the sole discretion of the District. If the Employee performs a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
7. It is understood and agreed by the parties to this Contract that the Employee shall perform his or her duties to the best of his or her skill and ability and shall discharge duties required by the District, by federal law, and by the school laws of this state. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned. This Contract is specifically subject to the policies, procedures, Administrative Regulations (ARs), administrative directives, and rules of the District as they exist or may be amended, issued, enacted or adopted during the term of this Contract.
8. The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items, subject to state law, upon request from the District.
9. This Contract is conditioned on the Employee providing the necessary certification, credentials, official transcripts, original service records, medical records, and/or any other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, any other credentialing agency, or the District. Failure of the Employee to provide this information may constitute a rejection of the employment offer by the Employee, at the sole discretion of the District. The Employee agrees to maintain any required certification throughout the term of this Contract. If the Employee fails to extend a temporary or emergency certificate or permit, or if the Employee's

certification expires, is canceled, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code Section 21.0031. Failure of the Employee to maintain proper certification in the position(s) assigned will render this Contract void and may be grounds for termination of employment or other employment actions as provided under state law, except if the Employee is a certified teacher assigned to teach a subject for which the teacher is not certified. If the Contract is rendered void because the Employee does not hold a certificate or permit issued by the appropriate state agency or fails to fulfill the requirements necessary to extend the Employee's temporary or emergency certificate or permit, and if, following notice that the Employee's contract is void, the District terminates or takes other permissible action against the Employee, the Employee is not entitled to a Chapter 21 hearing. Any false statement, misrepresentation, omission, or fraud by the Employee in or concerning any required records or information may constitute a rejection of the employment offer, at the sole discretion of the District, if discovered before employment begins, or grounds for termination of this Contract or employment or nonrenewal of this Contract if discovered after employment begins. If the Employee is a classroom teacher, this Contract is also conditioned on the Employee becoming and remaining "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law. If the Employee fails to maintain highly-qualified status, this Contract is void and the Employee may be terminated.

10. The Employee agrees that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. The Employee agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, Texas Education Agency (TEA), or State Board for Educator Certification (SBEC). The Employee represents that he or she has disclosed to the District in writing his or her criminal history as part of the application process and agrees that during the term of this Contract, the Employee will notify the Human Resources Department of any charge, arrest, conviction, pleas of nolo contendere (no contest) and/or receipt of deferred adjudication or probation for any felony or crime of moral turpitude in accordance with Board Policy DH (LOCAL).
11. Any action or event that the Board determines creates a financial exigency and a need to reduce expenditures for personnel, such as, but not limited to, declines in enrollment or tax revenues, reductions in funding, or change of program shall constitute cause for termination at any time during the term of this Contract. Employment in a federally or categorically funded position is expressly conditioned upon the availability of full funding and if full funding becomes unavailable, the Employee's employment is subject to termination or nonrenewal, as applicable.
12. The Employee may resign at the end of the school year covered by this Contract, in accordance with Section 21.210 by filing a written resignation with the Board, or the Board's designee, so long as the written resignation is filed by the forty-fifth (45th) day before the first day of instruction of the following school year in accordance with the applicable sections of the Texas Education Code. If the Employee attempts to resign at any other time, the Employee will be released from this Contract only with the written consent of the Board. If the Board does not consent to release the Employee and the Employee nevertheless abandons the Contract, the District may file a complaint seeking sanctions against the Employee with the appropriate agency. In the event that Employee retires or resigns from his or her employment with the District or the Teacher Retirement System, this Contract shall terminate. A retirement or resignation must be carried out in accordance with Board Policy and ARs as they exist at the time of retirement or resignation.
13. Renewal or nonrenewal will be in accordance with Board Policies, ARs and state law (Chapter 21, Subchapter E of the Texas Education Code).
14. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. This Contract shall not grant or create any contractual or other expectancy of continued employment or claim of entitlement to employment beyond the term of the Contract.
15. During the term of this Contract, the Employee may be terminated for good cause as determined by the Board, financial exigency that requires a reduction in personnel, or for any reason stated in Board Policies, ARs, or this Contract. The Board Employee may be suspended the Employee without pay for good cause, as determined by the Board, for a period not to extend beyond the end of the school year covered in this Contract, pending termination of the Employee or in lieu of termination, in accordance with state law. Said actions shall be taken in accordance with Chapter 21, Subchapters E and F of the Texas Education Code.
16. It is understood and agreed by the Board and the Employee that, upon acceptance of this Contract by the Employee, all previous contracts of employment with the Board are superseded and terminated and are of no force and effect. The invalidity of any portion of this Contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Contract.

17. Failure of the Employee to return this signed Contract by _____ may constitute a rejection of the employment offer and the Employee may not be employed, at the sole discretion of the District.
18. The Employee agrees to keep a current address on file with the District's human resources office. Unless Texas Education Code Chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's address of record, or by communicating by electronic mail at the electronic mail address provided to by the Employee to the District.
19. The Board has authorized the Superintendent of Schools to execute this Contract.

I have read this Contract and agree to comply with its terms and conditions.

Employee Signature

Date

The Board of Education
Houston Independent School District

Terry B. Grier, Ed.D.
Terry B. Grier, Ed.D.
Superintendent of Schools
Houston Independent School District

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Business and Community Relations
Michele Pola, Chief Business and Community Relations Officer

SUBJECT: **PROPOSED REVISIONS TO BOARD POLICIES DH(LOCAL),
EMPLOYEE STANDARDS OF CONDUCT AND GKA(LOCAL),
COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES,
AND ESTABLISHMENT OF BOARD POLICY FNCD(LOCAL),
STUDENT CONDUCT: TOBACCO USE AND POSSESSION—
SECOND READING**

This agenda item seeks Houston Independent School District (HISD) Board of Education approval to revise board policies with regard to the use of electronic (smokeless) cigarettes by employees, students, and the public on district grounds and at school events on or off district premises. In September 2013, the district added to the board approved *Code of Student Conduct* an update to the prohibition on smoking, using, or possessing tobacco or tobacco products to include smokeless cigarettes, e-cigarettes, or any other nicotine delivery device or any substance for consumption containing nicotine.

In addition, as a result of the continued effort to provide a safe environment for the district's students and employees and to clarify an employee's responsibility to comply with district policy, a recommendation is made to add a statement to DH(LOCAL) requiring an employee to report child abuse and neglect as required by law.

A summary of the changes to these policies, including the rationale for making the changes, is shown below:

DH(LOCAL), *Employee Standards of Conduct*

- Add new text at DISCRIMINATION, HARASSMENT, OR ABUSE regarding an employee's responsibility to report child abuse and neglect and a cross-reference to FFG, which includes recent changes in reporting requirements and an exhibit with more detailed reporting instructions.
- At PROHIBITIONS, add a category for electronic cigarettes and other nicotine delivery devices.

FNCD(LOCAL), *Student Conduct: Tobacco Use and Possession*

- This newly recommended policy reinforces the update to the *Code of Student Conduct* regarding the prohibition on smoking, using, and possessing tobacco and other nicotine delivery devices.

GKA(LOCAL), *Community Relations: Conduct on School Premises*

- The recommended change to this local policy clarifies HISD's position regarding certain conduct on district premises.

The proposed changes are shown in the attached new and revised policies.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 3: Provide a Safe Environment and HISD Goal 5: Improve Public Support and Confidence in Schools, and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES ESTABLISH AND MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education approve the proposed revisions to Board Policies DH(LOCAL), *Employee Standards of Conduct*, and GKA(LOCAL), *Community Relations: Conduct on School Premises*, and establishment of Board Policy FNCD(LOCAL), *Student Conduct: Tobacco Use And Possession*, on second reading, effective March 14, 2014.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

DEFINITIONS

For purposes of defining prohibited conduct, the following shall apply:

- “Immorality” is conduct that the Board determines is not in conformity with the accepted principles of right and wrong behavior or that the Board determines is contrary to the moral standards that are accepted within the District.
- “Moral turpitude” is an act of baseness, vileness, or depravity in the private or social duties that a person owes another member of society in general and that is contrary to the accepted rule of right and duty between persons. Examples include but shall not be limited to: theft, attempted theft, swindling, forgery, indecency with a minor, prostitution, and the like.
- “Workplace” is defined as the site for performance of work done in connection with all assignments or duties of one’s employment with the District, including any District building or premise; any District-owned or District-approved vehicle, including any vehicle used to transport students to and from school or school activities; or any off-school property during any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event where students are under the jurisdiction of the District.
- “Electronic media” includes all forms of digital media, such as text messaging, instant messaging, electronic mail (e-mail), and Internet and social media. Electronic media also includes all forms of telecommunications, such as landlines, cell phones, and Web-based applications.
- “Social media” covers Web-based, interactive communication between individuals, organizations, or communities, which includes but is not limited to Web logs (e.g., blogs, electronic forums such as chat rooms, video-sharing Web sites (e.g., YouTube, Vimeo), editorial comments posted on the Internet, and social networking sites including, but not limited to Facebook, Twitter, Google+, Instagram, LinkedIn, Wikispace, and Edmodo.
- “User” is defined as a District employee or District contractor using computers, Internet and social media, e-mail, chat rooms, text messaging, instant messaging, and other forms of electronic communications or equipment for which the District has administrative responsibility. It also applies to any equipment that uses the District’s network to access online resources.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

GENERAL GUIDELINES	<p>Employees shall be courteous to one another and the public, working together in a cooperative spirit to serve the best interests of the District. All District employees shall be expected to adhere to the standards of conduct set out in the <u><i>Educators' Code of Ethics, and Standard Practices for Texas Educators</i></u>. [See DH(EXHIBIT)]</p> <p>Employees wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA(LOCAL)]</p>
E-RATE MATTERS	<p>In the case of E-Rate matters, refer to governance provided at CAA.</p>
EMPLOYEE RESPONSIBILITIES	<p>Every employee shall be responsible for:</p> <ol style="list-style-type: none">1. Arriving at work on time every day and following attendance procedures;2. Satisfactorily completing the duties as specified by the job description and/or contract, if any;3. Relating to colleagues and supervisors with respect, courtesy, and in a professional manner;4. Spending the workday on work-related activities to the exclusion of personal business;5. Dressing in a manner that is appropriate for the job assignment, that reflects positively on the District, and that includes the use of all issued safety equipment;6. Recognizing that employment with the District is not guaranteed, but is dependent on employee performance, budget, and need;7. Following the established rules of behavior for the District and society in general as defined by local, state, and federal laws;8. Conducting their duties in a safe manner, following the District's general safety policies and department rules regarding proper use of approved safety equipment and apparel; and9. Following the directives of the supervisor.
VIOLATIONS OF STANDARDS OF CONDUCT	<p>Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]</p>

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

DISCRIMINATION,
HARASSMENT, OR
ABUSE

District employees shall work, supervise others, or be supervised in a work environment free of discrimination, harassment, and abuse. Accordingly, the use of discriminatory remarks and/or epithets regarding an employee's race, sex, age, color, religion, ancestry, handicap or disability, marital status, veteran status, political affiliation, sexual orientation, gender identity, and/or gender expression, or national origin shall not be permitted. Employees shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees, as defined at DIA.
2. Students, as defined at FFH. [See FFG regarding child abuse and neglect]

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

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

RELATIONSHIPS WITH
STUDENTS

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

FREEDOM OF SPEECH

The First Amendment of the United States Constitution prohibits the government from creating law that abridges the freedom of speech. Under Article 1, Section 8 of the Texas Constitution, every person shall be at liberty to speak, write, or publish his or her opinions on any subject, being responsible for the abuse of that privilege; and no law shall ever pass curtailing the liberty of speech. This policy is not intended to abrogate any individual's state and federal constitutional right to free speech on matters of public concern or to inhibit an employee's right to participate in political affairs in the employee's community, state, or nation as provided under Education Code 21.407(b). These rights must be exercised responsibly and within the context of the District's right to maintain and secure an effective and efficient workplace and school operations free from disruptions that detract from the District's objective of educating children.

SOCIAL MEDIA

The District recognizes the powerful impact that social media can have on education. The user participation and sharing of information inherent in these media can be beneficial to students and teachers; and when used responsibly and safely, they may be ef-

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

fectively integrated into the educational environment to support traditional instruction.

SOCIAL MEDIA USE
WITH STUDENTS

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or designee, may use social media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using social media to communicate directly with students who are currently enrolled in the District. For specific procedures on the following, see the administrative regulation [see DH5(REGULATION)]:

1. Exceptions for family and social relationships; and
2. Procedures for establishing professional media sites, limitations to communicating with students, content restrictions, administrative monitoring and review, privacy issues, adherence to applicable laws and policies, and site accessibility to parents and administrators.

Each employee shall continue to comply with the applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standards for Texas Educators including:

- Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records; [See CPC and FL]
- Copyright law; and [See CY]
- Technology resources. [See CQ]

PERSONAL USE OF
SOCIAL MEDIA

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

SAFETY
REQUIREMENTS

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

WEAPONS
PROHIBITION

District employees are prohibited from possessing or using any of the weapons defined in Section 46.05 of the Penal Code [see FNCG(LEGAL)] while on District property, while working in the scope of assigned duties, or while attending District-sponsored ac-

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

tivities. Any exceptions to this provision shall be specifically authorized by the Superintendent or designee.

TOBACCO USE /
ELECTRONIC
CIGARETTES

Employees shall not use tobacco products, electronic cigarettes, or electronic vaporizing devices in District buildings, in District vehicles, nor in the presence of students at school or at school-related activities. [See DH and GKA(LEGAL)]

ALCOHOL AND DRUGS

A copy of this policy, the purpose of which is to eliminate alcohol and drug abuse from the workplace, shall be provided each employee at the beginning of each year or upon employment.

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

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

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

EXCEPTION

An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee's use shall not be considered to have violated this policy.

Each employee shall be given a copy of the District's notice regarding drug-free schools. [See DI(EXHIBIT)] All employees are subject to reasonable suspicion testing for alcohol and/or drug use. [See DHE(LOCAL)]

NOTICE

An employee who tests positive for prohibited drugs and/or alcohol shall be subject to termination, except when an employee voluntarily admits to alcohol or illegal drug use and commences counseling or rehabilitation prior to an event that leads to the initiation of any alcohol or drug testing. Such an employee must thereafter refrain from using alcohol and/or illegal drugs. [See also DI(EXHIBIT) for Drug-Free Workplace Requirements and DHE(LOCAL) for alcohol and drug testing]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

UNAUTHORIZED PERSONS ON DISTRICT PREMISES	A District employee shall not bring his or her own relative, personal aide, or hired helper to assist the employee in the performance of duties on District premises or at school-sponsored activities without prior approval from the principal/work location supervisor and/or Human Resources Department. [See also DC(LOCAL) and GKG(LOCAL)]
DRESS AND GROOMING	The dress and grooming of District employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent.
MONEY LENDING	The District prohibits loans made by one employee to another with the intent of collecting interest.
ANNUAL CRIMINAL HISTORY RECORD CHECK	An annual criminal background check shall be conducted on all active personnel who do not have electronic fingerprints on file with the Texas Department of Public Safety.
REVIEW COMMITTEE	A review committee will assess the records of employees found to have criminal records that may bar them from continued employment in the District. The committee shall use the standards for reviewing employees and applicants as set out in DC16(REGULATION).
CRIMINAL HISTORY RECORD CHECK PRIOR TO PROMOTION OR TRANSFER	<p>A criminal background check shall be conducted on all employees prior to any promotion or transfer to an administrator position, on a campus or within the central office, or as determined by the Superintendent's direct report.</p> <p>Employees shall disclose a prior record when requested to do so at the time of employment. Failure to do so shall result in termination of employment.</p>
RESPONSIBILITY TO REPORT CHARGES	Employees are required to notify the District within ten days should they be charged with, convicted of, granted deferred adjudication for, or entered a plea of nolo contendere to any felony or any misdemeanor involving moral turpitude. This notification must be made in writing to the custodian of records in the Human Resources Department. Failure to do so could result in termination of employment.
REASSIGNMENT PENDING FINAL DISPOSITION	An employee shall be subject to being temporarily reassigned when the District becomes aware of any pending charge, previous conviction, or deferred adjudication. The decision to reassign an employee shall be made by the appropriate direct report to the Superintendent or designee.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

DETERMINATION
UPON FINAL
DISPOSITION

A determination regarding what action, if any, to take will be made after the final disposition of the pending charge(s) or, in the case of a conviction or deferred adjudication, after a recommendation is made to the senior manager, Human Resources (HR) Operations, by the criminal history review committee. In the case of an employee, final disposition of pending charges means a conviction, deferred adjudication, or dismissal of the charges. An employee's completion of probation or other sentencing is not required for a final disposition by the District.

REPORTS OF
MISCONDUCT

In its Declaration of Beliefs and Visions, the Board expressed its strong confidence in and appreciation for District personnel. The Board desires to provide a uniform system that adequately addresses the needs and concerns of all District employees. The Board therefore encourages employees and others connected with the District to bring forward reports in the form of complaints, comments, and suggestions in order to maintain effective and efficient operations, free from disruptions that detract from the District's main objective of educating children.

This policy applies not only to District employees but is also available to parents, students, patrons of the District, and the general public.

The Board recognizes that there are existing resources through which reports can be made and resolved. These resources include the Employee Hotline, the Employee Assistance Program, the Equal Employment Opportunity, Professional Standards, District Police, and Internal Affairs Departments, as well as other appropriate law enforcement authorities. The Board has designated the senior manager, HR Employee Relations, as the clearinghouse for all reports of wrongdoing and for the coordination of resolutions.

**STUDENT CONDUCT
TOBACCO USE AND POSSESSION**

**FNCD
(LOCAL)**

**USE OR POSSESSION
BY STUDENTS**

Students shall be prohibited from smoking, using, or possessing tobacco, tobacco products, smokeless cigarettes, electronic cigarettes (e-cigarettes), and any other nicotine delivery device or any substance for consumption containing nicotine, at a school-related or school-sanctioned activity on or off school property.

VIOLATIONS

A student who violates this prohibition shall be subject to appropriate discipline in accordance with the Code of Student Conduct.

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

PRINCIPAL'S
AUTHORITY

Principals are authorized to refuse entry onto school grounds to persons who do not have legitimate business at the school and to request any unauthorized person or persons engaging in unacceptable conduct to leave the school grounds.

LAW ENFORCEMENT

The Superintendent or designee is authorized to request assistance of law enforcement officers in cases of emergency and to seek prosecution to the full extent of the law when persons violate the provisions of GKA regarding trespassing on school grounds, damage to school property, loitering, and disruptive activity.

PROHIBITIONS

ELECTRONIC
CIGARETTES

The District prohibits the use of electronic cigarettes or any other electronic vaporizing device on District property at all times.

WEAPONS
PROHIBITED

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

EXCEPTION

No violation of this policy occurs when the use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Business and Community Relations
Michele Pola, Chief Business and Community Relations Officer

SUBJECT: **PROPOSED REVISIONS TO BOARD POLICY FMA(LOCAL),
STUDENT ACTIVITIES: SCHOOL-SPONSORED PUBLICATIONS,
AND GKB(LOCAL), COMMUNITY RELATIONS: ADVERTISING AND
FUND RAISING IN THE SCHOOLS—SECOND READING**

This agenda item seeks Houston Independent School District (HISD) Board of Education approval to revise board policies regarding school-sponsored publications and community advertising in district venues. The suggested changes further identify the types of advertising that will not be permitted, including products such as electronic (smokeless) cigarettes.

A summary of the changes to these policies, including the rationale for making the changes, is shown below:

FMA(LOCAL), *Student Activities: School-Sponsored Publications*

- At ADVERTISING, add electronic cigarettes to the list of prohibited advertising products.

GKB(LOCAL), *Community Relations: Advertising and Fund Raising in Schools*

- At HOUSTON ISD DIGITAL MEDIA, ATHLETIC FACILITIES, AND OTHER APPROVED VENUES, the recommended change adds electronic (smokeless) cigarettes to the type of advertisement that will not be approved on district venues approved by the board.

The proposed changes are noted in the attached revised policies.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and HISD Goal 5: Improve Public Support and Confidence in Schools, and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education approve the proposed revisions to Board Policies FMA(LOCAL), Student Activities: *School-Sponsored Publications* and GKB(LOCAL), *Community Relations: Advertising and Fund Raising in the Schools*, on second reading, effective March 14, 2014.

STUDENT ACTIVITIES
SCHOOL-SPONSORED PUBLICATIONS

FMA
(LOCAL)

All publications edited, printed, or distributed in the name of or within the District schools shall be under the control of the school administration and the Board. All publications approved and issued by individual schools shall be part of the instructional program, under the supervision of a faculty sponsor, and shall be carefully edited to reflect the ideals and expectations of the citizens of the District for their schools. The exercise of appropriate economy in materials and production is expected without jeopardy to the content. The principal shall be responsible for all matters pertaining to the organization, issuance, and sale of such publications and any other publication procedure, subject to the Superintendent's approval.

ADVERTISING

Advertising in individual school publications may be accepted from bona fide business firms, subject to the approval of professional employees exercising editorial supervision over the publications. Advertising deemed inappropriate for student readers or that advertises products presenting a health hazard, such as alcohol, or tobacco products, electronic cigarettes, or any other nicotine delivery device or substance for consumption containing nicotine, shall not be accepted.

COMPLAINTS

Students who have a complaint regarding the procedures or a professional decision affecting the content or style of a school-sponsored publication shall present that complaint in accordance with FNG.

COMMUNITY RELATIONS
ADVERTISING AND FUND RAISING IN THE SCHOOLS

GKB
(LOCAL)

POLITICAL / SECTARIAN GROUPS	Except as provided in this policy, school facilities shall not be used to advertise, promote, sell tickets, or collect funds for any organization or program defined as political or sectarian in nature without prior approval of the Superintendent or designee.
CRITERIA FOR APPROVAL	In granting approval under this policy, the Superintendent or designee shall reject any proposals or materials that are reasonably foreseeable to be disruptive, libelous, obscene, inflammatory, sexually inappropriate for the age of the audience, or that endorse actions endangering the health or safety of students. The Superintendent or designee shall grant or reject the request within five school days, and decisions may be appealed to the Board.
ADVERTISING	Advertising, with the approval of the Superintendent or designee, shall be permitted on book covers, school calendars, and similar materials provided by the District. Advertising in school publications and in instructional materials shall be in accordance with policies FMA and EFA, respectively.
CIVIC / CULTURAL GROUPS	The Superintendent or designee may authorize nonprofit civic or cultural organizations to advertise shows, events, or activities; to distribute free tickets or ticket discounts or options; or to make commercial announcements in the schools. Schools shall not sell tickets, collect funds, or distribute advertising literature by or through students without prior approval of the Superintendent or designee.
HOUSTON ISD DIGITAL MEDIA, ATHLETIC FACILITIES, AND OTHER APPROVED VENUES	<p>Advertising on District-operated digital media, District athletic facilities, District school buses and other District vehicles, and other District venues approved by the Board shall be in accordance with the following:</p> <ol style="list-style-type: none">1. All advertisements must be submitted to the Superintendent or designee in accordance with administrative regulations.2. Using the standards found in this policy, the Superintendent or designee shall approve or reject the submitted advertisement within ten school days of the time the advertisement was received.3. The District shall consider advertisements only from commercial businesses or nonprofit entities whose primary purpose is serving children or other humanitarian ends. An advertisement shall not be approved if:<ol style="list-style-type: none">a. The advertisement is obscene or vulgar.b. The advertisement endorses actions endangering the health or safety of the public.

COMMUNITY RELATIONS
ADVERTISING AND FUND RAISING IN THE SCHOOLS

GKB
(LOCAL)

- c. The advertisement promotes use of alcohol, cigarettes or other tobacco products, electronic (smokeless) cigarettes, illegal drugs, or other controlled substances.
- d. The advertisement would violate the intellectual property rights, privacy rights, or other rights of another person.
- e. The advertisement contains defamatory statements about public figures or others.
- f. The advertisement advocates imminent lawless or disruptive action and is likely to incite or produce such action.
- g. The advertisement scurrilously attacks ethnic, religious, or racial groups or contains content aimed at creating hostility and violence and would materially and substantially interfere with the rights of others.
- h. There is reasonable cause to believe that the advertisement would result in material and substantial interference with the rights of others.
- i. The advertisement is political, including advertising for or against political candidates, or for or against political propositions and/or referendums.
- j. The advertisement promotes food products that are at variance with national school nutritional standards as set forth in regulations implementing the Healthy, Hunger-Free Kids Act of 2010, or other appropriate nutritional guidelines.
- k. The advertisement is for adult entertainment or sexually oriented businesses of any sort.

APPEALS

In the event there is a question concerning the appropriateness of any advertising intended for dissemination by the District, the Superintendent or designee, using the above-listed standards, shall have final approval authority in such matter.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: **PROPOSED REVISIONS TO BOARD POLICY EIF(LOCAL),
*ACADEMIC ACHIEVEMENT: GRADUATION—FIRST READING***

Pursuant to the requirements of House Bill 5, the State Board of Education adopted changes to the high school graduation requirements in January 2014. The new requirements are effective beginning with students who enter grade 9 during the 2014–2015 school year. The administration recommends approval of changes to the requirements of the Personal Graduation Plan for students and the graduation requirements as reflected in an amended EIF(LOCAL), and EIF(EXHIBIT).

To update the Houston Independent School District (HISD) policy on graduation requirements and the Personal Graduation Plan, the following revisions to EIF(LOCAL) are recommended:

- Adopt the revised requirements for the Personal Graduation Plan for middle school and high school students.
- Add a provision for students entering grade 9 in 2014–2015 and thereafter to graduate under the Texas Foundation High School Program.

The amended EIF(EXHIBIT) includes the following recommendations for students entering grade 9 during the 2014–2015 school year and thereafter.

- Adopt the Texas Foundation High School Program. .
- Require students to earn credit in the following courses as part of their elective credit requirements under the Foundation High School Program:
 - One half credit in Health,
 - One credit in either World Geography or World History.
- Require students to earn credit in the following course as part of their additional mathematics credit requirement under the Foundation High School Program:
 - One credit in Algebra II.

In addition to the statutory requirement of enrolling all ninth grade students into an endorsement plan under the Foundation High School Program, students in HISD will be expected to complete the Distinguished Level of Achievement which requires students to earn the specified credits for an endorsement along with a total of four credits in science, including one credit in chemistry and one credit in physics as well

as four credits in mathematics, including one credit in Algebra II. Certain state-approved course substitutions are allowable as indicated in the EIF(EXHIBIT).

The proposed changes are noted in the attached revised policy and in the amended exhibit.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education accept the proposed revisions to Board Policy EIF(LOCAL), *Academic Achievement: Graduation*, on first reading.

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

FOUR-YEAR-HIGH
SCHOOL PERSONAL
GRADUATION PLAN
(PGP)

Beginning in 2014-2015, a high school principal shall designate a school counselor or administrator to review Personal Graduation Plan (PGP) options with students entering grade 9 together with the student's parent or guardian. The PGP review must include the options for the Distinguished Level of Achievement, and the endorsements. Before the conclusion of the school year, the student and the student's parent or guardian must confirm and sign a PGP for the student. ~~A four-year plan of study must be developed for all students in the spring of grade 8. Parental involvement will be substantiated with parental signatures on the four-year plan of study. The plan may be revised according to the student's interest and the availability of particular programming at the campus. Each year the student shall campus and student shall refer to the plan while developing the student's course schedule. update his or her course of study, and parental signatures will again be required on either the four-year plan or the course selection sheet.~~ The plan and the course selection sheet shall be kept on file by the school counselor or administrator.

A High School PGP must:

1. Identify a course of study that promotes:
 - a. College or workforce readiness, and
 - b. Career placement and advancement, and
2. Facilitate the student's transition from secondary to post-secondary education.

MIDDLE SCHOOL
PERSONAL
GRADUATION PLAN
(PGP)

A middle school principal shall designate a guidance counselor, teacher, or other appropriate individual to develop and administer a personal graduation plan (PGP) for ~~each~~ student enrolled in grades 6 through ~~12~~ 8 who:

1. Failed a STAAR exam, or
2. Is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade 9 as determined by the District.

A PGP must:

1. Identify educational goals for the student;
2. Include diagnostic information, appropriate monitoring and intervention, and other evaluation strategies;
3. Include an intensive instruction program described in Education Code 28.0213 [see EHBC and EHBAB];

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

4. Address participation of the student's parent or guardian, including consideration of the parent's or guardian's educational expectations for the student; and
5. Provide innovative methods to promote the student's advancement, including flexible scheduling, alternative learning environments, online instruction, and other interventions that are proven to accelerate the learning process and have been scientifically validated to improve learning and cognitive ability.

DIPLOMA AND
ACADEMIC
ACHIEVEMENT
RECORD

All graduates, including special education students, shall be awarded the same type of diploma. The academic achievement record (transcript) shall include the individual accomplishments, achievements, and courses completed. Also, the appropriate seal representing the student's academic program shall be affixed to the academic achievement record.

GRADUATION
REQUIREMENTS

Graduation requirements for a particular student shall be those in effect when the student first enters grade 9 or as otherwise adopted by the Board. Students may graduate under the programs listed below. Details regarding the number of credits and specific courses for each of the programs are found in EIF(EXHIBIT).

Upon reaching the age of 26, a former student who attended District schools during grade 12 but did not graduate under District requirements will be eligible to graduate under the minimum state requirements in effect at his or her grade 9 entry, provided Houston ISD was the last district of enrollment.

All students entering grade 9 prior to 2014-2015 shall be automatically enrolled in the Recommended High School Program, and parental approval shall be required to leave the program. All students entering grade 9 in 2014-2015 and thereafter shall be automatically enrolled in the Distinguished Level of Achievement plan in the Foundation High School Program, and parental approval shall be required to leave the plan to graduate under the 22 credit TEA Foundation High School Program, or the 22 credit HISD Foundation High School Program.

The following graduation programs are available for students entering grade 9 prior to 2012–13:

1. The Texas Minimum High School Program (Requires Principal Approval Based on Extenuating Circumstances);
2. District Core Program (Regular High School Program);
3. District Advanced Program (Recommended High School Program); and

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

4. Advanced/Distinguished Achievement Program.

The following graduation programs are available for students entering grade 9 in 2012–13 ~~and thereafter~~ through 2013-2014:

1. The Texas Minimum High School Program;
2. The Recommended High School Program; and
3. The Advanced/Distinguished Achievement High School Program (Advanced High School Program).

~~3.~~ The Foundation High School Program is required for students entering grade 9 in 2014-2015 and thereafter.

A seal on each student's transcript shall identify the program under which the student graduated. For specific course and other requirements of each program, see EIF(LEGAL) and the *Secondary School Guidelines* for the current year. [See also EI(LEGAL) and (LOCAL) and FMH(LOCAL)]

SPECIAL
EDUCATION

A student receiving special education services shall be eligible to graduate upon completion of the requirements specified in his or her individualized education program (IEP) as determined by the student's ARD committee. [See options for graduation under the Special Education Program in the ~~Secondary~~ *School Guidelines* for the current year]

The secondary program of a student receiving special education services shall terminate either with graduation or when the student no longer meets the age requirement. When a student graduates with a regular diploma, or when the student no longer meets the age eligibility for FAPE, the District must provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals. [See 300.305(e) (3) – IDEIA IDEA]

PHYSICAL EDUCATION
SUBSTITUTIONS
CLASSIFICATION FOR
PHYSICAL EDUCATION

All students must satisfy District graduation requirements for physical education. The District shall classify students for physical education on the basis of health into one of the following categories:

1. Unrestricted – not limited in activities.
2. Restricted – may exclude the more vigorous activities. The two types of restricted classification are:
 - a. Permanent — A member of the healing arts licensed to practice in the State of Texas shall provide written documentation to the school as to the nature of the im-

pairment and the expectations for physical activity for the student.

- b. Temporary — Student may be restricted from certain physical activity of the physical education class. A member of the healing arts licensed to practice in the State of Texas shall provide written documentation to the school as to the nature of the impairment and the expectations for physical activity for the student.

During recovery time, the student shall continue to learn the concepts of the lessons but shall participate to the level indicated by the licensed health-care professional.

3. Adapted and remedial — specific activities prescribed or prohibited for students so classified as directed by a member of the healing arts licensed to practice in the State of Texas.

OLYMPIC-CALIBER
PHYSICAL ACTIVITY
PROGRAMS

The District has chosen to award state credit for physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon program approval by the Board and participation approval by the Health and Physical Education Department.

READING CREDITS

The District shall offer up to 3 state graduation elective credits for reading in all graduation plans.

TRANSFER OF
CREDITS DURING
SENIOR YEAR FOR
STUDENTS FROM OUT
OF DISTRICT

Students leaving the District in the last semester of their senior year shall be allowed to transfer credits back from any accredited high school where they complete graduation requirements and receive a high school diploma from the District.

IN-DISTRICT
TRANSFER OF
STUDENTS DURING
SPRING OF SENIOR
YEAR

In order to receive a diploma from a District high school, a senior student transferring from another District school:

1. Shall have enrolled in that high school, at the latest, during the first 15 days of the last semester of the senior year;
2. Must have earned at least 2 credits from the District high school; and
3. Must have completed District graduation requirements including satisfactory performance on the state-mandated assessment.

A student who does not meet these qualifications may have his or her complete coursework transferred back to the previous District school and then receive a diploma from the school he or she previously attended.

To be eligible for honors based on academic achievement, a transfer senior student must earn his or her last 5 credits at the school in which the awards are presented, at least 2 credits of which must be completed before class ranking time.

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(EXHIBIT)

GRADUATION REQUIREMENTS
FOR NINTH GRADE STUDENTS ENTERING PRIOR TO 2007-08

DISCIPLINE	CORE PROGRAM (Minimum High School Program) (24 Credits)	RECOMMENDED PROGRAM (24 Credits)	DISTINGUISHED ACHIEVEMENT PROGRAM (24 Credits)
English Language Arts Proficiency	Four Credits	Four Credits	Four Credits
Speech	One-half credit	One-half credit	One-half credit
Mathematics Proficiency	Three Credits to include Algebra I and Geometry	Three Credits must consist of Algebra I, Geometry, and Algebra II	Three Credits must consist of Algebra I, Geometry, and Algebra II
Science Proficiency	Three credits to include IPC, Biology, and one additional science	Three credits as specified by TEA requirements	Three credits as specified by TEA requirements
Social Studies Proficiency	Three and one-half credits taken in prescribed sequence	Three and one-half credits taken in prescribed sequence	Three and one-half credits taken in prescribed sequence
Economics	One-half credit (Grade 12)	One-half credit (Grade 12)	One-half credit (Grade 12)
Languages Other Than English	One credit in the same language	Two credits in the same language	Three credits in the same language
Physical Education	One and one-half credits	One and one-half credits	One and one-half credits
Health Education	One-half credit	One-half credit	One-half credit
Technology Applications Proficiency	One credit	One credit	One credit
Fine Arts	None	One credit	One credit
Electives	Five and one-half credits	Three and one-half credits	Two and one-half credits
			Four advanced measures^A
Total Credits Required	24 Credits	24 Credits	24 Credits

GRADUATION REQUIREMENTS
FOR NINTH GRADE STUDENTS ENTERING IN 2007–08 TO 2009–10

DISCIPLINES SUBJECT AREA	CORE PROGRAM (Minimum High School Program) (24 Credits)	RECOMMENDED PROGRAM (26 Credits)	DISTINGUISHED ACHIEVEMENT PROGRAM (26 Credits)
English Language Arts Proficiency	Four Credits	Four Credits	Four Credits
Speech	One-half credit	One-half credit	One-half credit
Mathematics Proficiency	Three Credits to include Algebra I and Geometry	Four Credits must consist of Algebra I, Geometry, and Alge- bra II	Four Credits must consist of Algebra I, Geometry, and Alge- bra II
Science Proficiency	Three credits to in- clude IPC, Biology, and one additional science	Four credits as specified by TEA re- quirements	Four credits as specified by TEA re- quirements
Social Studies Proficiency	Three and one-half credits taken in pre- scribed sequence	Three and one-half credits taken in pre- scribed sequence	Three and one-half credits taken in pre- scribed sequence
Economics	One-half credit (Grade 12)	One-half credit (Grade 12)	One-half credit (Grade 12)
Languages Other Than English	One credit in the same language	Two credits in the same language	Three credits in the same language
Physical Education	One and one-half credits	One and one-half credits	One and one-half credits
Health Education	One-half credit	One-half credit	One-half credit
Technology Applications Proficiency	One credit	One credit	One credit
Fine Arts	None	One credit	One credit
Electives	Five and one-half credits	Three and one-half credits	Two and one-half credits
			Four advanced measures^Δ
Total Credits Required	24 Credits	26 Credits	26 Credits

GRADUATION REQUIREMENTS
FOR NINTH GRADE STUDENTS ENTERING IN 2010–11 TO 2011-12

<u>DISCIPLINE</u><u>SUBJECT</u> <u>AREA</u>	CORE PROGRAM (Minimum High School Program) (24 Credits)	RECOMMENDED PROGRAM (26 Credits)	ACHIEVEMENT PROGRAM (26 Credits)
English Language Arts Proficiency	Four Credits	Four Credits	Four Credits
Speech	One-half credit	One-half credit	One-half credit
Mathematics Proficiency	Three Credits to include Algebra I and Geometry	Four Credits must consist of Algebra I, Geometry, and Algebra II	Four Credits must consist of Algebra I, Geometry, and Algebra II
Science Proficiency	Three credits to include IPC, Biology, and one additional science	Four credits as specified by TEA requirements	Four credits as specified by TEA requirements
Social Studies Proficiency	Three and one-half credits taken in prescribed sequence	Three and one-half credits taken in prescribed sequence	Three and one-half credits taken in prescribed sequence
Economics	One-half credit (Grade 12)	One-half credit (Grade 12)	One-half credit (Grade 12)
Languages Other Than English	One credit in the same language	Two credits in the same language	Three credits in the same language
Physical Education	One credit	One credit	One credit
Health Education	One-half credit	One-half credit	One-half credit
Fine Arts	One credit	One credit	One credit
Electives*	Six credits	Five credits	Four credits
			Four advanced measures^Δ
Total Credits Required	24 Credits	26 Credits	26 Credits

*Students not meeting proficiency on the grade 8 technology assessment will be required to take a technology applications course as one of their elective credits. Students enrolled full-time in the Texas Connections Academy satisfy this requirement through integrated technology-based coursework.

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- ^Δ **Note:** Students completing the Distinguished Achievement Program must complete four advanced measures from the following:
- Original research/project judged by a panel of professionals or conducted under direction of a mentor.
 - Score of 3 or above on Advanced Placement (AP) test.
 - Score of 4 or above on International Baccalaureate (IB) exam.
 - Score on PSAT that qualifies for recognition as a Commended Scholar or higher.
 - College courses with a grade of 3.0 or higher on courses that count for college credit, including tech-prep courses.
-

GRADUATION REQUIREMENTS
FOR NINTH GRADE STUDENTS ENTERING IN 2012–13 TO 2013-14

DISCIPLINE/SUBJECT AREA	TEA MINIMUM HIGH SCHOOL PROGRAM (22 Credits)	TEA RECOM- MENDED HIGH SCHOOL PROGRAM (26 Credits)	TEA DISTIN- GUISHED ACHIE- VEMENT HIGH SCHOOL PRO- GRAM – ADVANCED HIGH SCHOOL PROGRAM (26 Credits)
English Language Arts Proficiency	<i>Four Credits</i>	<i>Four Credits</i>	<i>Four Credits</i>
Speech	<i>One-half credit</i>	<i>One-half credit</i>	<i>One-half credit</i>
Mathematics Proficiency	<i>Three Credits</i> to include Algebra I and Geometry	<i>Four Credits</i> must consist of Algebra I, Geometry, and Algebra II	<i>Four Credits</i> must consist of Algebra I, Geometry, and Algebra II
Science Proficiency	<i>Two credits</i> to include IPC and Biology.	<i>Four credits</i> as specified by TEA requirements.	<i>Four credits</i> as specified by TEA requirements.
Social Studies Proficiency	<i>Three credits</i> taken in prescribed sequence	<i>Four credits</i> taken in prescribed sequence	<i>Four credits</i> taken in prescribed sequence
Languages Other Than English		<i>Two credits</i> in the same language	<i>Three credits</i> in the same language
Physical Education	<i>One credit</i>	<i>One credit</i>	<i>One credit</i>
Health Education	<i>One-half credit</i>	<i>One-half credit</i>	<i>One-half credit</i>
Fine Arts	<i>One credit</i>	<i>One credit</i>	<i>One credit</i>
Electives	<i>Six credits</i>	<i>Five credits</i>	<i>Four credits</i>
Academic Elective	<i>One Credit</i>		<i>Four advanced measures^Δ</i>
Total Credits Required	<i>22 Credits</i>	<i>26 Credits</i>	<i>26 Credits</i>

GRADUATION REQUIREMENTS
FOR NINTH GRADE STUDENTS ENTERING IN 2014-15

<u>SUBJECT AREA</u>	<u>TEA FOUNDATION HIGH SCHOOL PROGRAM (22 Credits)</u>	<u>HISD FOUNDATION HIGH SCHOOL PROGRAM (22 Credits)</u>	<u>HISD DISTIN- GUISHED LEVEL OF ACHIEVEMENT (26 Credits)</u>
<u>English Language Arts</u>	<u>Four Credits</u> must consist of English I, II, III, and an advanced course*	<u>Four Credits</u> must consist of English I, II, III, and an advanced course*	<u>Four Credits</u> must consist of English I, II, III, and an advanced course*
<u>Mathematics</u>	<u>Three Credits</u> must consist of Algebra I, and Geometry	<u>Three Credits</u> must consist of Algebra I, Geometry, and Algebra II	<u>Four Credits</u> must consist of Algebra I, Algebra II, Geometry, and an advanced course*
<u>Science</u>	<u>Three Credits</u> must consist of Biology	<u>Three Credits</u> must consist of Biology	<u>Four credits</u> must consist of Biology, Chemistry*, and Physics* with allowable state-approved substitutions*
<u>Social Studies</u>	<u>Three Credits</u> must consist of U.S. History, Government, Economics, and either World Geography or World History	<u>Four Credits</u> must consist of U.S. History, Government, Economics, World Geography and World History	<u>Four Credits</u> must consist of U.S. History, Government, Economics, World Geography and World History
<u>Languages Other Than English</u>	<u>Two credits</u> in the same language	<u>Two credits</u> in the same language	<u>Two credits</u> in the same language
<u>Physical Education</u>	<u>One credit</u>	<u>One credit</u>	<u>One credit</u>
<u>Health Education</u>		<u>One-half credit</u>	<u>One-half credit</u>
<u>Fine Arts</u>	<u>One credit</u>	<u>One credit</u>	<u>One credit</u>
<u>Electives</u>	<u>Five credits</u>	<u>Three and a half credits</u>	<u>Five and a half credits</u> including completion of endorsement requirements*
<u>Total Credits Required</u>	<u>22 Credits</u>	<u>22 Credits</u>	<u>26 Credits</u>

*Advanced course options and endorsement requirements are published annually in the HISD School Guidelines.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: **PROPOSED REVISIONS TO BOARD POLICY EIA(LOCAL),
ACADEMIC ACHIEVEMENT: GRADING/PROGRESS REPORTS TO
PARENTS—FIRST READING**

The Houston Independent School District (HISD) policy on grading was recently reviewed for compliance with recent changes stemming from House Bill (HB) 5.

The following revisions to EIA(LOCAL) are recommended:

- At RELATION TO TEXAS ESSENTIAL KNOWLEDGE AND SKILLS (TEKS), delete the statement that the student's mastery level shall be a major factor in determining the student's grade, since this sentence is no longer accurate. Education Code 28.0216 requires the district's grading policy to ensure that a student's grade reflects the student's level of mastery of an assignment, as reflected at DISTRICT GRADING POLICY and now at GUIDELINES FOR GRADING.
- Deleted all provisions addressing end-of-course assessments, including how the district would count retake scores and calculate final grades, since HB 5 changes delete the requirement to count end-of-course assessment scores as 15 percent of the student's final grade.
- Update text throughout for consistency with policy style.

The proposed changes are noted in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education accept the proposed revisions to Board Policy EIA(LOCAL), *Academic Achievement: Grading/Progress Reports to Parents*, on first reading.

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

RELATION TO TEXAS
ESSENTIAL
KNOWLEDGE AND
SKILLS (TEKS)

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that ~~each~~ the student's performance indicates the level of mastery of the designated District objectives ~~standards~~. ~~The student's mastery level shall be a major factor in determining the grade for a subject or course.~~

DISTRICT GRADING
POLICY

The District's grading policy shall include the following provisions:

1. A classroom teacher shall be required to assign a grade that reflects the student's relative mastery of an assignment;
2. A classroom teacher shall not be required to assign a minimum grade for an assignment without regard to the student's quality of work; and
3. A student shall be allowed a reasonable opportunity to make up or redo a class assignment or examination for which the student received a failing grade.

GUIDELINES FOR
GRADING

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

~~END-OF-COURSE
ASSESSMENTS~~

~~As required by statute, students must take STAAR end-of-course (EOC) assessments for courses in which they are enrolled as part of their graduation requirements. The EOC assessments shall count for 15 percent of the final grade for the courses that are reported on student transcripts. The admission, review, and dismissal committee shall determine the type of assessment to be administered to students with disabilities.~~

~~RETAKES~~

~~A student shall retake an EOC assessment until a minimum score is achieved and may retake an EOC at any time according to the testing schedule.~~

~~MIDDLE SCHOOL
STUDENTS
ENROLLED IN HIGH
SCHOOL COURSES~~

~~A middle school student who takes a course for high school credit must take the EOC exam related to the course. A middle school student taking an EOC course shall not be denied promotion on the basis of EOC performance.~~

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

TRANSFER STUDENTS	A student transferring from a homeschool, an out-of-district school, or an out-of-state or other national school system shall take the EOC assessments for the courses in which he or she is enrolled and shall meet the required cumulative core content scores appropriate for the number of courses taken.
WRITTEN NOTICE TO PARENTS	<p>Teachers shall send out written notice to <u>a student's</u>the parents regarding their thestudent's performance in each class or subject as specified in the <i>Elementary School Guidelines</i> and <i>Secondary School Guidelines</i> for the current year.</p> <p>Teachers shall have conferences with parents as appropriate. Conferences may be scheduled at the request of a teacher or parent.</p>
ACADEMIC DISHONESTY	<p>A studentStudents found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.</p>

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: **PROPOSED REVISIONS TO BOARD POLICY EC(LOCAL),
SCHOOL DAY—FIRST READING**

Changes from House Bill 5 require the board to adopt and strictly enforce a policy limiting loss of class time for tutorials and test preparation. Education Code 25.083 also requires the district to limit specific types of class interruptions. To comply with these legal requirements, the Houston Independent School District (HISD) policy on the school day was reviewed for necessary changes.

The following revisions to EC(LOCAL) are recommended:

- Add language at LOSS OF CLASS TIME to limit removals from a regularly scheduled class for remedial tutoring or test preparation to no more than 10-percent of days on which the class is offered, although a parent can provide written consent for additional removals.
- Add new text at INTERRUPTIONS to limit nonacademic activities that interrupt the academic process, restrict announcements made over the public address system to once a day, and prohibit selling or solicitation during class time.

The proposed changes are noted in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education accept the proposed revisions to Board Policy EC(LOCAL), *School Day*, on first reading.

SCHOOL DAY

EC
(LOCAL)

LOSS OF CLASS TIME

The District shall not remove a student from a regularly scheduled class for tutoring or test preparation for more than ten percent of the school days on which the class is offered without a parent's written consent.

INTERRUPTIONS

The District shall limit nonacademic activities that interrupt and distract from the academic process and shall enforce the following restrictions:

1. ASchool-wide or all-call announcements, other than emergency announcements, shall be made over the public address system only once during the school day.
2. Selling or solicitation shall not be permitted during class time.
[For fund-raising activities, see FJ]

SCHOOL DAY

The daily program shall be established in accordance with the needs of the individual school, the District, and TEA guidelines.

All schools shall operate on a minimum seven-hour, 15-minute standard school day, including intermissions and recesses.

KINDERGARTEN
PROGRAM

All kindergarten classes in the District shall operate on a full-day, full-year basis. [See EC(LEGAL) and FD(LEGAL)]

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: **PROPOSED REVISIONS TO BOARD POLICY FEC(LOCAL),
*ATTENDANCE: ATTENDANCE FOR CREDIT—FIRST READING***

Changes to Houston Independent School District (HISD) board policy on attendance for credit are recommended to comply with House Bill 5, which applies the 90 percent attendance requirements to the award of a final grade in addition to award of credit.

The following revisions to FEC(LOCAL) are recommended:

- At GUIDELINES ON EXTENUATING CIRCUMSTANCES, replace the growing list of statutorily excused absences with a cross-reference to FEA(LEGAL), *Attendance: Compulsory Attendance*. The policy continues to provide that if makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance requirements shall be considered days of attendance.
- Add award for a final grade throughout the policy to comply with recent legislative changes.

The proposed changes are noted in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned with Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education accept the proposed revisions to Board Policy FEC(LOCAL), *Attendance: Attendance for Credit*, on first reading.

ATTENDANCE
ATTENDANCE FOR CREDIT

FEC
(LOCAL)

ATTENDANCE
COMMITTEES

Campus-based attendance committees shall be established in accordance with Education Code 25.092.

The Superintendent or designee shall make the specific appointments in accordance with legal requirements. The principal shall be responsible for establishing high standards of attendance and punctuality for every student. [See the *Elementary School Guidelines* and *Secondary School Guidelines*]

PARENTAL NOTICE
OF EXCESSIVE
ABSENCES

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below the required number of days established in the *Elementary School Guidelines* and *Secondary School Guidelines* for the current school year.

METHODS FOR
REGAINING CREDIT
OR AWARDING A FINAL
GRADE

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

Petitions for credit or a final grade may be filed at any time the student receives notice, but, in any event, no later than 30 days after the last day of classes or the date the parent or adult student receives notification.

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

Students who have lost credit or have not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

GUIDELINES ON
EXTENUATING
CIRCUMSTANCES

The attendance committee shall adhere to the following guidelines to determine attendance for award of credit or a final grade:

ATTENDANCE
ATTENDANCE FOR CREDIT

FEC
(LOCAL)

DAYS OF
ATTENDANCE

1. All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance requirements for the following reasons shall be considered days of attendance for this purpose. [See FEA(LEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS]~~purpose:~~
 - a. ~~Religious holy days;~~
 - b. ~~Required court appearances;~~
 - c. ~~Activities related to obtaining U.S. citizenship;~~
 - d. ~~Serving as an election clerk;~~
 - e. ~~Visiting an institution of higher education [see FEA]; and~~
 - f. ~~Health care appointments.~~[See FEB]

TRANSFERS /
MIGRANT
STUDENTS

2. A transfer or migrant student incurs absences only after his or her enrollment in the District.

BEST INTEREST
STANDARD

3. In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student.
- 4.3. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.

DOCUMENTATION

- 5.4. The committee shall consider the acceptability and authenticity of documented reasons for the student's absences.

CONSIDERATION OF
CONTROL

- 6.5. The committee shall consider whether the absences were for reasons out of the student's or parent's control.

STUDENT'S
ACADEMIC RECORD

- 7.6. The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.

INFORMATION
FROM STUDENT OR
PARENT

- 8.7. The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

ATTENDANCE
ATTENDANCE FOR CREDIT

FEC
(LOCAL)

IMPOSING
CONDITIONS FOR
AWARDING CREDIT
OR A FINAL GRADE

The committee may impose any of the following conditions for students with receiving credit lost because of excessive absences to regain credit or be awarded a final grade:

1. Completing additional assignments, as specified by the committee or teacher.
2. Attending tutorial sessions as scheduled, which may include before- and after-school programs.
3. Maintaining the attendance standards for the rest of the semester.
4. Taking an examination to earn credit. [See EHDB ~~EEJA~~]
5. Attending a flexible school day program.
6. Attending summer school.

In all cases, the student must also earn a passing grade in order to receive credit.

APPEALS

The attendance committee's decision may be appealed in accordance with provisions included in the *Elementary School Guidelines* and *Secondary School Guidelines*.

Office of Superintendent of Schools
Board of Education Meeting of March 13, 2014

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: **PROPOSED REVISIONS TO BOARD POLICY FEA(LOCAL),
*ATTENDANCE: COMPULSORY ATTENDANCE—FIRST READING***

Senate Bill 553 permits a district to adopt a policy excusing a student for serving as an early voting clerk. However, the total excused absences for this purpose and service as an election clerk are limited to two days per school year. If the Houston Independent School District (HISD) excuses a student's absence for this purpose, the student shall be counted for Average Daily Attendance and, if the student makes up the work missed, the absences shall be counted as days of attendance for compulsory attendance.

The following revisions to FEA(LOCAL) are recommended:

- Add a provision to excuse a student for up to two days a year to serve as an EARLY VOTING OR ELECTION CLERK and require the student to submit appropriate documentation.
- Add nonsubstantive editorial change at HIGHER EDUCATION VISITS.

The proposed changes are noted in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 6: Create a Positive District Culture and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education accept the proposed revisions to Board Policy FEA(LOCAL), *Attendance: Compulsory Attendance*, on first reading.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

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

STUDENTS AGE 18
AND OVER

A student who voluntarily attends school after the student's 18th birthday shall be required to attend school until the end of the school year.

HIGHER EDUCATION
VISITS

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year.
~~A student shall be excused for up to two days during the student's junior year and up to two days during the student's senior year~~ to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

EARLY VOTING OR
ELECTION CLERK

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.

WITHDRAWAL FOR
NONATTENDANCE

The District may initiate withdrawal of a student under the age of 18 for nonattendance under the following conditions:

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

For withdrawal of students 18 or older, see FEA(LEGAL).

STUDENTS IN
HOMESCHOOLS

When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

If the parents refuse to submit a letter of notification or if the District has evidence that the school-age child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.