

## TEXAS GOVERNMENT ACCOUNTABILITY FOUNDATION

### Comprehensive Transparency and Ethics Policy for Texas Independent School Districts

*(as may be amended, supplemented or otherwise modified from time to time, this “Policy”)*

#### SECTION 1. TRANSPARENCY

SECTION 1.1. The District will post to its website a comprehensive organizational chart identifying all trustees, officers, administrators, employees, teachers, and other staff and contract workers, the supervisor each person reports to, all position descriptions and qualifications, and contact information for each individual.

SECTION 1.2. All meetings of the Board of Trustees shall be live-streamed and video recorded. The District will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the Board of Trustees or making any presentation to the Board of Trustees, is both clearly visible and identified during the live-stream and in the video recording. The District will ensure that video and audio recordings of all meetings are promptly made available to the public, and in any event within 48 hours.

SECTION 1.3. All meetings of the Board of Trustees, and all committees, sub-committees, working groups, boards, corporations, commissions, agencies, departments, funds, nonprofits, or any other entity created by the Board of Trustees and/or the Superintendent, shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. Any document, resolution, ordinance, charter, bylaws, articles of incorporation, certificate of formation, order, or other organizational document shall affirmatively and clearly state that said entity is subject to the Texas Open Meetings Act and Texas Public Information Act. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described above is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall voluntarily adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in voluntary compliance, including waiving immunity for injunctive relief to enforce compliance.

SECTION 1.4. The Board of Trustees shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information; provided, however, that any individual matter that the Board of Trustees proposes to have considered during a closed executive session must first be (A) listed on the agenda of a regular meeting of the Board of Trustees, which such agenda shall be made available to the public on the District’s website in advance of such regular meeting, and (B) during that regular meeting of the Board of Trustees, approved by a unanimous vote of the Board of Trustees to have such individual matter considered during a later closed executive session.

SECTION 1.5. The District shall implement a system to allow citizens to submit open records requests through multiple means, to track such requests, and to receive responses to such

requests within ten (10) days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.

SECTION 1.6. The District shall draft and publish its budgets in a manner that is consistent with the highest applicable standards under Texas state law and will make any additions necessary to ensure that the budget is reasonably understandable and discernible to the average taxpayer or resident, including a clear explanation regarding the manner in which the District allocates resources. The budget shall readily identify the portion of spending that is allocated to teaching and to administration and how such amounts compare to historic spending, with such comparisons to be provided on both (A) a dollar-for-dollar basis as compared to the prior three years for each budget line item and (B) a percentage basis as compared to the prior year's actual spend for each budget line item.

SECTION 1.7. In addition to (A) the annual audit requirements set forth under Texas Education Code §44.008 applicable to Texas Independent School Districts and (B) any other District audit requirements under applicable law, the District shall also be required to (i) prepare monthly unaudited financial statements and make such monthly financial statements promptly available on the District's website following approval of such monthly financial statements by the Board of Trustees, provided that no later than the 15<sup>th</sup> day of the following calendar month the District shall post a "draft" of such monthly financial statements to the District's website and (ii) prepare and publish to the District's website the District's annual audited financial statements for each of the preceding three years. These financial statements shall include, at a minimum, the following categories of financial data: the general ledger, the chart of accounts, the trial balance, all check and ACH registers, expense and revenue statements, accounts payable statements, and accounts receivable statements.

SECTION 1.8. The District shall develop, maintain, and make publicly available a single, searchable expenditure and revenue website database that allows the public at no cost to review information concerning funds collected and expended by the District (the "Revenue and Expense Reports"). The District shall update the Revenue and Expense Reports on regular basis, and in no event later than the 15<sup>th</sup> day of the month following the month in which the transaction occurred. The Revenue and Expense Reports shall be provided in a .CSV format that may be downloaded by the user and allows the user to systematically sort, search and access all data. The Revenue and Expense Reports shall include, at a minimum, the following categories of information:

- (A) The name and principal location or address of any payee receiving funds, except that information concerning a payment to an employee of the District shall identify the individual employee by name and business address or location only;
- (B) The amount of expended funds;
- (C) The funding source of the expended funds;

- (D) The date of the expenditure;
- (E) A description of the purpose for the expenditure; and
- (F) A unique identifier for each expenditure.

SECTION 1.9. In order to comply with the District's obligations pursuant to Texas Education Code §26.006, the District shall implement a program to require that all teaching materials and tests used in each classroom, including a syllabus and a list of assigned readings (which list shall include the title of each book and the author's name), be posted on the District's website in advance of each school semester, and regularly updated in a manner that is categorized by classroom and easily accessible by parents, residents and taxpayers. No materials shall be provided to or assigned to any student prior to being posted on the District's website. In the event any material is provided to students without being disclosed in accordance with this Section 1.9, the District shall post such material to the District's website within 72 hours of discovering such omission. The District shall also notify the parent or legal guardian of any student who was provided teaching materials without such materials having first been disclosed in advance in accordance with this Section 1.9. To the extent that any teaching materials or other content required to be disclosed under this Section 1.9 are subject to copyright protection under applicable law, the District shall make such materials available to parents, guardians, residents and taxpayers of the District through a password-protected system. In addition, the District shall implement a program to require that all books (including title and author), periodicals and any other reading material made available in any District library or similar forum be posted to the District's website, and regularly updated in a manner that is categorized by location and easily accessible by parents, residents and taxpayers.

SECTION 1.10. The District shall assist students in applying for college, university, trade school, and/or other post-secondary activity in accordance with their career and family goals. In assisting students, the District shall track for each student the institutions applied to as well as acceptance, rejection, waitlist, and enrollment data for each application. This data shall be made available to be viewed by the public on the District's website. Individual student names shall be removed and information anonymized to protect the privacy of individual students. The data provided by the District on the website will include detail regarding how many students applied to each institution and how many were accepted, waitlisted, or rejected from each institution. However, students and parents may refuse to share this data with the District at their sole discretion.

SECTION 1.11. With individual identifying student data removed in order to preserve privacy, each student's performance on all standardized tests, including the STAAR Test and any other test required under state or federal law, as well as Advanced Placement Tests and other similar tests administered by the District shall be made available for review on the District's website. Such performance data must be aggregated and reported on the District's website in manner that clearly describes the average performance by all students as well as by relevant categories of students. This performance data shall be made available within five (5) business days of receipt by the District. Students and parents may refuse to share this data with the District at their sole

discretion, except for any specific data that is required to be shared with the District under applicable law.

SECTION 1.12. The District shall make easily accessible an automated RSS feed to which users of the District's website database may subscribe for notification of preferred, user-selected updates to the website database. Additionally, the District shall provide a means for citizens to sign up for an email list and for text message alerts to receive prompt updates when relevant documents, identified by type and category, are updated on the District's website. The District will also provide a similar means for citizens to sign up for an email list and for text message alerts relating to upcoming meetings of the Board of Trustees and any other notices issued by the District in any other format.

SECTION 1.13. All data collected by the District or on behalf of the District relating to students shall be used solely for educational purposes, and the District shall be strictly prohibited from selling or otherwise distributing any such student data for commercial gain. Subject to the foregoing, the District is permitted to sell or distribute data relating to a particular student to a third party solely if (a) the parent or legal guardian of a student requests in writing that such information be shared with an identified third party, and in such case only with such identified third party, or (b) prior to selling or distributing such information, the District obtains the written consent of the particular's student parent or legal guardian. For the avoidance of doubt, any disclosure permitted pursuant to the preceding sentence shall only include data relating to that particular student and shall not include or reflect information relating to any other student or students.

SECTION 1.14. The District will not allow any trustee, officer, administrator, employee, teacher, staff member, contract worker, vendor or any other representative or affiliate of the District to conduct any mental health survey, study or diagnosis of any student without obtaining the prior written consent of the parent or legal guardian of each such student.

SECTION 1.15. The District will seek to implement and maintain the highest levels of transparency with respect to the parents and legal guardians of District students. Upon request by a parent or legal guardian of a student, the District shall promptly provide any and all information requested by such parent or legal guardian pertaining to such student unless such disclosure is strictly prohibited by applicable law. Such information may include, but shall not be limited to, the current and future behaviors, qualities, expressions or comments of the student. The District will not allow any trustee, officer, administrator, employee, teacher, staff member, contract worker, vendor or any other representative or affiliate of the District to withhold any information relating to or concerning a student from the parent or legal guardian of such student under any circumstances.

## **SECTION 2. ETHICS**

SECTION 2.1. A Subject Person (as defined below) must refrain from acting on or discussing, formally or informally, a matter before the District if acting on the matter, or failing to act on the

matter, may personally or financially benefit the Subject Person or a person who has a Family Relationship or Personal Relationship (each as defined below) with the Subject Person. If a Subject Person is determined by the District or otherwise to have any potential conflict of interest in conducting his or her duties in connection with any Family Relationship or Personal Relationship, or if there is any appearance of any such conflict of interest, such Subject Person must recuse himself or herself from any and all decisions, discussions, votes or any other matters taken in regard to such matter. In this Policy, "Subject Person" shall mean each employee, officer, administrator, trustee, board director, teacher, vendor, contract worker, consultant, or agent of the District.

SECTION 2.2. In this Policy, a "Family Relationship" means any relationships within the third degree by consanguinity or affinity, each as defined by Tex. Gov't Code Chapter 573. In relevant part, (A) Tex. Gov't Code Chapter 573.023(c) provides that "[a]n individual's relatives within the third degree by consanguinity are the individual's: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree)."; and (B) Tex. Gov't Code Chapter 573.025(b) provides that "[a]n individuals relatives within the third degree by affinity are: (1) anyone related by consanguinity to the individual's spouse in one of the ways named in Section 573.023(c); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Section 573.023(c)."

SECTION 2.3. In this Policy, a "Personal Relationship" means any emotional or physical relationship that has sexual overtones, and shall include any persons in a co-habitation relationship and any persons engaged in a romantic and/or sexual relationship. The scope of a "Personal Relationship" shall also include any former spouses, past or present unmarried couples, or persons who are both the parents of the same child regardless of whether the persons have been married or have lived together at any time.

SECTION 2.4. In all employment and contracting decisions, and with respect to any payment to any vendor, the District shall track the incidence of Family Relationships and Personal Relationships between a potential employee or officer, director, owner or principal of any potential vendor, and any current employee, teacher, administrator, officer or Trustee of the District. Any potential employee or vendor shall be required to engage in due diligence to discover and disclose any and all such relationships to the District prior to (A) submitting any bid to the District and/or (B) entering into any contract or agreement to provide any services or supplies to the District. All such relationships shall be disclosed on the District's website at all times.

SECTION 2.5. Any employment or contracting decision involving a Family Relationship or a Personal Relationship of a Subject Person shall be submitted to the Board of Trustees for approval prior to becoming effective. Any member of the Board of Trustees involved in any such relationship shall recuse from any vote to approve the contract or employment decision.

SECTION 2.6. Any Subject Person who is required to recuse from consideration of any matter should join the public in the public seating area if the recusal occurs at a public meeting or leave the room if the matter is not being considered in a public meeting. Recusal at a meeting requires the public announcement, on the record, of the recusal. Recusal outside of a meeting requires disclosure in writing to the Board of Trustees of the recusal.

SECTION 2.7. No Subject Person shall have any interest, financial or otherwise, direct or indirect, or engage in any business, employment, transaction or professional activity, or incur any obligation of any nature, which a reasonable person would view as (A) creating or having the potential to create a conflict of interest with regard to the proper discharge of the Subject Person's duties to the District, and/or (B) impairing or having the potential to impair the Subject Person's independence of judgment as to their duties to the District. The District shall not have any interest, financial or otherwise, direct or indirect, or engage in any business, employment, transaction or professional activity, or incur any obligation of any nature, which a reasonable person would view as impairing or having the potential to impair the District's ability to act in an impartial manner with respect to any Subject Person.

SECTION 2.8. No Subject Person shall be hired, appointed, transferred or otherwise required to serve in a position in which such Subject Person would report, directly or indirectly, to any other person to whom such Subject Person has a Family Relationship or Personal Relationship. In addition, no Subject Person shall be responsible for or otherwise involved in the planning, recommending, selecting, or contracting with any current or potential vendor or contractor to the District if such Subject Person has a Family Relationship or Personal Relationship with any owner, employee, officer, director or agent of such contractor or vendor.

SECTION 2.9. The District and Superintendent may not spend any money or otherwise provide compensation in any matter to directly or indirectly influence or attempt to influence the outcome of any legislation pending before the legislature. The activities prohibited by this Section 2.9 shall include, but will not be limited to, the payment of any fees or dues or otherwise providing compensation to (A) any nonprofit state association or organization that advocates for or against or otherwise influences or attempts to influence the outcome of legislation pending before the legislature on the collective behalf of the District and/or (B) any individual that would be required to register as a "lobbyist" under Texas Gov't Code Ann. § 305.003. The District may not establish a nonprofit association or organization that advocates for or against or otherwise influences or attempts to influence the outcome of legislation pending before the legislature on the behalf of the District. Trustees who advocate in a non-compensated capacity for changes in state or federal policy in their capacity as Trustees shall disclose the legislative agenda promoted and to whom on the District's website.

SECTION 2.10. All contracts and bids for contracts shall be made available on the District's website, and all campaign contributions to Trustees and publicly disclosed political expenditures related to the District made by any current or potential vendor or contractor, including any vendor or contractor with an outstanding bid to the District, shall be made available on the

District's website together with the actual contract and bid information. In addition, the District shall make available on the District's website specific information relating to any donation received by or promised to the District or for the benefit of the District, the Superintendent or any Trustee, which information shall include but not be limited to the amount of such donation and the identity of the donor. The District shall not enter into any contract, agreement or any other written arrangement which include any confidentiality, non-disclosure or similar provisions that would prohibit or in any way restrict the public disclosure of the terms and conditions of such contract, agreement or written arrangement.

SECTION 2.11. A Trustee, officer, employee, teacher, contractor, or agent of the District may not use, or permit others to use, any District funds, property, or personnel for profit or for personal convenience or benefit, except (A) when available to the public generally, or to a class of residents, on substantially the same terms and conditions or (B) when permitted by policies approved by the Board of Trustees.

SECTION 2.12. The District shall not enter into any contract, agreement or any other written arrangement with any Subject Person which include any confidentiality, non-disclosure or similar provisions that would prohibit or in any way restrict the public disclosure of the terms and conditions of such contract, agreement or written arrangement.

### **SECTION 3. IMPLEMENTATION**

SECTION 3.1. All provisions of this Comprehensive Transparency and Ethics Policy for Texas Independent School Districts (as may be amended, supplemented or otherwise modified from time to time, this "Policy") shall be implemented fully by the Board of Trustees and the Superintendent within one year of its adoption. The Board of Trustees shall, within two (2) months of the date of adoption of this Policy by the Board of Trustees, designate specific individual, publicly named administrators responsible for ensuring full compliance with this Policy. Any costs associated with the adoption, implementation and maintenance of this Policy and its requirements to be borne by the District will not be pulled from funds previously allocated to or otherwise used to reduce the amount of funds that would otherwise be allocated to teacher salaries and/or educational resources provided directly to students. The implementation and maintenance of this Policy will also not result in any additional taxes being imposed upon the taxpayer residents of the District.

SECTION 3.2. The District shall enter into a written contract with the Texas Government Accountability Foundation ("TGAF") to provide certain consulting and educational, administrative support and dispute resolution services in connection with the implementation and continuation of this Policy. Such contract shall provide that it is subject to Tex. Loc. Gov't Code § 271.152. The contract shall require the District to fully compensate TGAF for its expenses incurred in providing services to support implementation and continuation of this Policy.

SECTION 3.3. The District will not enter into nor renew any contract, agreement or other commercial arrangement involving the provision of services or payment of money, with any Local

Government Entity unless and until such Local Government Entity has adopted the applicable Comprehensive Transparency and Ethics Policy of TGAF published on TGAF's website. In this Policy, "Local Government Entity" means every unit of local government, both general purpose and special purpose, and includes, but is not limited to, counties, cities, towns, port districts, public utility districts, water-sewer districts, school districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, quasi-municipal corporations, nonprofit corporations comprised of only units of local government, or a group comprised of local governments joined by an interlocal agreement. The District shall withhold any payment to a Local Government Entity if the Local Government Entity is found by the District or TGAF to be in violation of the appropriate Comprehensive Transparency and Ethics Policy of TGAF until such violation is cured or the dispute regarding such violation is otherwise resolved. Solely with respect to a contract with a Local Government Entity that (A) was in effect as of the date this Policy was first adopted by the Board of Trustees and (B) cannot be terminated by the District, the Board of Trustees may by affirmative unanimous vote determine that the terms of this Section 3.3 shall not be applied to such contract or agreement.

SECTION 3.4. The District will not enter nor renew into any contract, agreement or other commercial arrangement involving the provision of services or payment of money, with any contractor or vendor unless and until such contractor or vendor agrees in writing to be subject to the applicable TGAF Comprehensive Transparency and Ethics Policy for Texas ISD Contractors and Vendors (as may be amended, supplemented or otherwise modified from time to time, the "Texas ISD Vendor Transparency and Ethics Policy") published on TGAF's website. The District shall withhold any payment to any contractor or vendor of the District that is determined by the District or TGAF to be in violation of the Texas ISD Vendor Transparency and Ethics Policy until such violation is cured or the dispute regarding such violation is otherwise resolved. Solely with respect to a contract with an ISD vendor or contractor that was in effect as of the date this Policy was first adopted by the Board of Trustees, the Board of Trustees may by affirmative unanimous waive the requirements of this Section 3.8 as they relate to such contract or agreement, provided that such waiver shall only be valid for a period of six (6) months to allow adequate time for such vendor or contractor to adopt the applicable Texas ISD Vendor Transparency and Ethics Policy.

SECTION 3.5. In the event that (a) this Policy has not been fully implemented by the Board of Trustees and the Superintendent within one year of its adoption pursuant to the requirements of Section 3.1 of this Policy, or (b) the Board of Trustees and/or the Superintendent waver or otherwise refuse to begin implementing this Policy within ten (10) days of its adoption by the Board of Trustees, then the Board of Trustees will establish an Implementation Committee made up of three individuals appointed by the Board of Trustees. To be qualified to serve as a member of the Implementation Committee, each individual shall be a resident of the District. The Implementation Committee shall ensure that each provision of this Policy is implemented in a timely fashion, and shall be tasked with identifying cost savings sufficient to offset any alleged

additional costs incurred to implement this Policy and shall recommend such cost-saving measures to the Board of Trustees for consideration in order to ensure that implementation of the Policy does not create any additional net costs to the District. The Implementation Committee shall not identify cost-saving measures that negatively affect the education of the students including teacher salaries or benefits or reduction in teacher headcount. The Board of Trustees and the Superintendent shall take all necessary steps to ensure that the Implementation Committee has unfettered and unlimited access to all of the District's resources that are reasonably related to the implementation, maintenance and enforcement of this Policy.

SECTION 3.6. Notwithstanding anything in this Policy to the contrary, in no event shall the District change, alter or otherwise seek to implement and enforce the requirements of this Policy to a lesser extent or degree than as contemplated by the terms of the Policy first adopted by the Board of Trustees.