

# PAINT CREEK

INDEPENDENT SCHOOL DISTRICT

DISTRICT OF INNOVATION PLAN  
Renewed

March 2021-April 2026

\*This plan takes precedence over the previously  
approved plan



## I. BACKGROUND

The 84<sup>th</sup> Texas Legislature passed House Bill 1842 which allows public school districts to have the same flexibilities available to open enrollment charter schools. By allowing a public school district to pursue certain innovations, the district will have the opportunity to exempt certain requirements that are outlined in the Texas Education Code. These exemptions will allow for more local control and decision-making. Local decision making results in a greater benefit for the students of Paint Creek ISD. To be eligible for exemptions, the district has to become a District of Innovation.

## II. DISTRICT OF INNOVATION

A school district that is designated as a District of Innovation has the opportunity to exempt certain requirements regarding school start date, minimum minutes of instruction, teacher contracts and certification, the 90 percent attendance rule, class size ratio and other areas. As a District of Innovation, Paint Creek ISD will have the opportunity and freedom to make decisions that are in the best interest of the students.

## III. TERM

The plan can have a term up to five years, but at any time throughout the term the plan can be amended, rescinded, or renewed by a majority vote of the District Advisory Committee and the Board of Trustees - in the same manner that was required for initial adoption.

## IV. COMMITTEES AND BOARD OF TRUSTEES

### District of Innovation Committee

Cheryl Floyd, Superintendent  
Ken Wallace, Principal  
Rachel Fitchett, Teacher  
Samantha Carroll, Teacher  
Chelsea Bullard, Teacher  
Selina Salinas, Teacher  
Valiene Bullinger, Counselor  
Emily Olson, Teacher  
Gayle Lovvorn, Community Member  
Josh Fitchett, Community Member  
Harry Boyd, Parent  
Melody Hicks, Parent

### District Site Based Decision Making Committee

Cheryl Floyd, Superintendent  
Ken Wallace, Principal  
Rachel Fitchett, Teacher  
Samantha Carroll, Teacher  
Chelsea Bullard, Teacher  
Selina Salinas, Teacher  
Valiene Bullinger, Counselor  
Emily Olson, Teacher  
Gayle Lovvorn, Community Member  
Josh Fitchett, Community Member  
Harry Boyd, Parent  
Melody Hicks, Parent

### Board of Trustees

Dana Pendergraft, President  
Jamie Mickler, Vice President  
Sherrie Raughton, Secretary  
Keith Medford, Member  
Randy Emert, Member  
Stick Raughton, Member  
Jerry Scheets, Member

## V. TIMELINE

April 18, 2017 – Board of Trustees approved the resolution and conducted a public hearing regarding the development of the District of Innovation Plan.

May 9, 2017 – Board of Trustees approved: 1) proceeding with the District of Innovation process and 2) the District of Innovation Committee

April 7, 2021 – The District of Innovation Plan presented to the District of Innovation Committee. A public hearing held.

March 24, 2021 – The plan was posted on the district's website.

May 18, 2021 – The District of Innovation Plan presented to the Board of Trustees.

## VI. Innovations

### A. Minimum Minutes of Instruction

*Sec. 25.081 (e) Operation of Schools. For purposes of this code a reference to a day of instruction means 420 minutes.*

*Sec. 25.082 (a) School Day. A school day shall be at least seven hours each day, including intermissions and recesses.*

Exemption from the 420-minute requirement would allow Paint Creek ISD the flexibility to alter the school day on days in which it is locally determined as necessary and beneficial to district and stakeholders. Exempting completely from the 420-minute requirement would give the district a significant amount of local control over scheduling, without the fear of diminishing state funding or losing credit for instructional time that might cause the district to fall out of compliance with annual minute requirements. Paint Creek ISD does not intend to shorten the school day without a specific purpose. To the greatest extent possible, “early release” days will be planned ahead of time and noted in the district calendar, which is approved by the Board of Trustees and distributed to stakeholders in advance of the school year.

### B. Uniform School Start Date and End Date

*Sec. 25.0811. First Day of Instruction. Except as provided by this section, a school district may not begin instruction for students for a school year before the fourth Monday in August.*

*25.0812. Last Day of School. Except as provided by Subsection (b), a school district may not schedule the last day of school for students for a school year before May 15.*

The flexibility of start and end date allows the district to determine locally, on an annual basis, what best meets the needs of the students, the school and the local community. In addition, the flexibility allows a district to better align its starting date to accommodate the start date of colleges, it helps to balance the amount of instructional time per semester, it helps students transition into elementary school, junior high school, and high school by starting classes as a short week and it provides for more flexibility regarding professional development.

### C. Teacher Certification

*Sec. 21.003. Certification Required. A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit issued as provided by Subchapter B.*

*Sec. 21.053. Presentation and Recording of Certificates. (a) A person who desires to teach in a public school shall present the person's certificate for filing with the employing district before the person's contract with the board of trustees of the district is binding. (b) An educator who does not hold a valid certificate may not be paid for teaching or work done before the effective date of issuance of a valid certificate.*

*Sec. 21.057. Parental Notification. (a) A school district that assigns an inappropriately certified or uncertified teacher to the same classroom for more than 30 consecutive instructional days during the same school year shall provide written notice of the assignment to a parent or guardian of each student in that classroom.*

The current state teacher certification requirements inhibit the District's ability to hire teachers to teach hard-to-fill, high demand, dual credit, and career and technical courses. Paint Creek ISD is located in a rural area, which limits course offerings. To best serve the students of Paint Creek ISD, decisions on certifications will be handled locally – based on the needs of the students. The District will establish its own local qualification requirements and its own requirements for training professionals and experts to teach such courses.

**D. 90 Percent Attendance Rule**

*Sec. 25.092 MINIMUM ATTENDANCE FOR CLASS CREDIT OR FINAL GRADE. (a) Except as provided by this section, a student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered. (a-1) A student who is in attendance for at least 75 percent but less than 90 percent of the days a class is offered may be given credit or a final grade for the class if the student completes a plan approved by the school's principal that provides for the student to meet the instructional requirements of the class. A student under the jurisdiction of a court in a criminal or juvenile justice proceeding may not receive credit or a final grade under this subsection without the consent of the judge presiding over the student's case. (a-2) Subsection (a) does not apply to a student who receives credit by examination for a class as provided by Section 28.023. (b) The board of trustees of each school district shall appoint one or more attendance committees to hear petitions for class credit or a final grade by students who are in attendance fewer than the number of days required under Subsection (a) and have not earned class credit or a final grade under Subsection (a-1). Classroom teachers shall comprise a majority of the membership of the committee. A committee may give class credit or a final grade to a student because of extenuating circumstances. Each board of trustees shall establish guidelines to determine what constitutes extenuating circumstances and shall adopt policies establishing alternative ways for students to make up work or regain credit or a final grade lost because of absences. The alternative ways*

*must include at least one option that does not require a student to pay a fee authorized under Section 11.158(a)(15). A certified public school employee may not be assigned additional instructional duties as a result of this section outside of the regular workday unless the employee is compensated for the duties at a reasonable rate of pay. (c) A member of an attendance committee is not personally liable for any act or omission arising out of duties as a member of an attendance committee. (d) If a student is denied credit or a final grade for a class by an attendance committee, the student may appeal the decision to the board of trustees. The decision of the board may be appealed by trial de novo to the district court of the county in which the school district's central administrative office is located. (e) This section does not affect the provision of Section 25.087(b) regarding a student's excused absence from school to observe religious holy days. (f) The availability of the option developed under Subsection (b) must be substantially the same as the availability of the educational program developed under Section 11.158(a)(15).*

State law currently requires students to attend class 90 percent of the school days the class is offered as one requirement to earn credit or a final grade. Therefore, the law currently translates into requiring the District to award class credit or a final grade to students based on "seat time" rather than on content mastery. It is the intent of the District to award credit on mastery of content.

The 90 percent rule is an arbitrary percentage. Local districts need the flexibility to set their own requirement. Exemption from the 90 percent rule will allow Paint Creek ISD to promote learning through innovation in the methods, locations, and times instruction may be delivered to students, thereby accommodating students with legitimate scheduling conflicts, reducing dropouts, and increasing the number of qualifying graduates. The district will not have to penalize students who miss class due to extenuating circumstances. At no point does the exemption from this requirement for minimum attendance serve as a means by which the District avoids the obligation to determine the student's grade according to the student's master of the curriculum. It also does not impact or alter existing compulsory attendance requirements or University Interscholastic League (UIL) rules. Opting out of Section 25.092 in no way limits or modifies a teacher's right to determine the finality of a grade in accordance with Texas Education Code 28.0214, nor does it restrict or alter a teacher's right to assign grades in accordance with Texas Education Code 28.0216.

#### **E. Contract Service Days**

*Sec. 21.401. (a) A contract between a school district and an educator must be for a minimum of 10 months' service.*

With the passage of 25.081 which changed the required days of instruction to minutes, the law regarding contract days for 10-month employees was not addressed. The determination of how many days are required to fulfill an employee's contract should be a local decision.

#### **F. Probationary Contracts**

*Sec. 21.102. b) A probationary contract may not be for a term exceeding one school year. The probationary contract may be renewed for two additional one-year periods, for a maximum permissible probationary contract period of three school years, except that the probationary period may not exceed one year for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the district.*

Rather than being limited to only one school year on a probationary contract for experienced teachers, nurses, counselors or other certified positions requiring Chapter 21 contracts who are new to the District but have been employed in public education for at least five of the eight previous years, Paint Creek ISD proposes to extend by one year the ability to place an employee on a subsequent probationary contract. The probationary contract may be renewed for one additional period for a maximum permissible probationary contract period of two full school years. If an employee is hired after the first day of instruction, that year will not count toward the full school year requirement. This will allow the district more time to evaluate a staff member's effectiveness.

#### **G. Transfer Students**

*Sec. 25.036 (a) Any child, other than a high school graduate, who is younger than 21 years of age and eligible for enrollment on September 1 of any school year may transfer annually from the child's school district of residence to another district in this state if both the receiving district and the applicant parent or guardian or person having lawful control of the child jointly approve and timely agree in writing to the transfer.*

Violation of the terms of the transfer agreement may result in revocation of the agreement during the school year or may result in a transfer request not being approved the following year.

## **H. Depository Contract**

*Sec. §45.205(b,c) - The depository bank, when selected, shall serve for a term of two years and until its successor is selected and has qualified. (b) A school district and the district's depository bank may agree to extend a depository contract for three additional two year terms. (c) The contract may be modified for each two-year extension if both parties mutually agree to the terms. An extension under this subsection is not subject to the requirements of Section 45.206.*

By gaining exemption from these statutes, Paint Creek ISD will be able to allow the district's existing bank contract to be extended beyond the total six year allowable contract term, if the district determines contract pricing remains competitive and there is no operational or financial reason to send the district's banking services out to bid. This exemption would lessen the administrative burden related to preparing and reviewing a Request for Proposal (RFP) when there is no banking institution within the district's boundaries available to bid on the district's business. In addition, this would further mitigate any impact to employees that would have to alter their direct deposit instructions and afford district flexibility with respect to local banking relationships.

## **I. Alternative Uniform Group Coverage Program**

*Sec. §22.004(b)-Preclusion from providing Alternative Uniform Group Coverage Program (TEC §21.004 (I) (New in 2021) Law states that a school district may not make group health coverage available to its employees pursuant to TEC §22.004(b) after the date a District Implements the program of coverages provided under Chapter 1579 of the Texas Insurance Code. The current process allows no flexibility in the design of group health insurance benefits to fit the needs of all Paint Creek ISD employees. This provision also prohibits the District from procuring group health insurance benefits that may provide better coverages for its employees and at a lower cost.*

This exemption allows Paint Creek ISD the opportunity to sample the market for group medical insurance and creates the possibility for flexibility in plan design and focus. The availability of an alternative to the current TRS options will also create a database of medical claims information from our own district employees that can be utilized to drive a targeted wellness program and increase the overall health of our employees and community.

Paint Creek ISD will sample the market for group medical insurance plans through an official procurement process, evaluate components of those plans, and then present to our employees an additional group medical insurance option (or options) alongside the TRS offerings during open enrollment. Employees would then have an additional choice in the options for group medical insurance, along with the associated benefits which come in a competitive insurance marketplace.



## VII. IMPLEMENTATION

The District of Innovation Plan is designed to create parameters within which the District will operate, in order to provide additional student opportunities. Adjustments to Board Policy will be researched and adopted where appropriate. The District will continue to seek innovative instructional arrangements to meet the growing and changing needs of each individual student.