

NOTICE

**This notice is posted pursuant to the Texas Open Meetings Act.
[TEXAS GOVERNMENT CODE SECTION 551]**

BRYAN ISD BOARD OF TRUSTEES WORKSHOP

Boardroom

801 South Ennis Street

Bryan, TX 77803

Monday, July 15, 2024 – 6:00 PM

AGENDA

CALL TO ORDER

Welcome

Pledges of Allegiance

Spotlight

1. Auxiliary Employee of the Month
2. Essential Eight Community Award - La Voz

Superintendent Update

1. Superintendent Update - Student and Staff Celebrations and the Bryan ISD Website's Back to School Hub

Standing Committees

1. Teaching and Learning Committee - Academic Planning for 2024-2025
2. City School Committee - City of Bryan Status Report on Community Attractions Related to Midtown Park, and Bryan ISD Status of Community Affairs Efforts

Information Items

1. Assessment Redesign & Accountability Refresh

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Assessment & Accountability Update

July 15, 2024

Historical Review of State Assessments & Accountability Systems

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD

Year	Rating	
2017-2018	75	Start of A-F System, Replaced 4 Index System
2018-2019	79	
2019-2020	No Rating	No Ratings due to COVID
2020-2021	NR (84)	No Ratings due to COVID
2021-2022	86	Final Year of STAAR 1.0 and Original A-F System
2022-2023	No Rating	STAAR 2.0 New A-F Rating System
2023-2024	TBD	STAAR 2.0 New A-F Rating System

2022-2023 New State Assessment & New Accountability System

STAAR 2.0

STAAR/EOC Changes in Summary



Structure

Changes to the structure of the assessment and question types.



Cut Points

Changes to the cut points and scale scores in the accountability system. (Zone of Uncertainty - TEA)



Content

Changes to the content of the assessment, writing is now a component on all assessments.



Methodology

Changes to the methodology of the calculations in the accountability system for campuses as well as the district. Districts now have a rating derived based on the number of students enrolled at each campus rather than tests taken.



Indicators

Changes to the elements and indicators in the accountability system

From TEA: "It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B"

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD

STAAR 2.0

2021-2022
STAAR 1.0
Rating of 86 B



2022-2023
STAAR 2.0
No Ratings

Structure

Technology Enhanced Questions: Drag and Drop, Hot Spots, Multi-select, In-Line Choice, Highlight, Graph

Computer-Based administration for all students.

2023-2024
STAAR 2.0
TBD



Content

Changes to the content of the assessment, writing is now a component on all assessments.

Short-Constructed Responses (All Subjects)
Extended-Constructed Responses

Accountability Refresh

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD



Indicators

Changes to the elements and indicators in the accountability system; new indicator in Domain 2 for accelerated learning.



Cut Points

Changes to the cut points and scale scores in the accountability system. (Zone of Uncertainty - TEA)

College, Career, Military Readiness: previously a rate of 60 would scale to a score of 90. Under the new scaling, a district would need a rate of 88 to scale to a 90.



Methodology

Changes to the methodology of the calculations in the accountability system for campuses as well as the district. Districts now have a rating derived based on the number of students enrolled at each campus rather than tests taken. Changes to Domain 3 groups and methodology.

TEA: "It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B"

April 1, 2023: Board Resolution Regarding STAAR Redesign and the Accountability System for Public Schools

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD



Bryan Independent School District Resolution of Board of Trustees Regarding STAAR Redesign and the Accountability System for Public Schools

WHEREAS, the 86th Texas Legislature passed HB 3906, which authorized the redesign of the State of Texas Assessments of Academic Readiness; and

WHEREAS, the Texas Education Agency has made vast changes to the content, structure, and administration of the state assessments, including limiting multiple choice questions to 75% of the test questions, the addition of technology-enhanced question types for all grade levels and subjects, the addition of short constructed written responses in all subject areas and tested grade levels, shifting to evidence-based writing samples for the first time, and all students will now be required to take the online administration of the assessments; and

WHEREAS, the Texas Education Agency's proposed "A-F Accountability Refresh" is scheduled for the 2023 Accountability Ratings; and

WHEREAS, the Texas Education Agency's A-F Refresh Overview and Summary states that ratings from 2022 and 2023 cannot be compared side-by-side and that, "It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B."; and

WHEREAS, in the 2022 accountability ratings, the College, Career, and Military Readiness cut score to receive an "A" in the domain was a 60 and for 2023 will now be an 88. This results in a 47% increase in one year, applied to students who graduated in 2022 and who are no longer enrolled; and

WHEREAS, there is a state and national teacher workforce shortage and the vast changes implemented by the STAAR Redesign and the A-F Accountability Refresh have been cited as reasons for teachers leaving the profession;

IT IS THEREFORE:

RESOLVED THAT the Bryan ISD Board of Trustees calls on the Texas Legislature to institute a hold harmless year for 2023 Accountability; and

RESOLVED THAT the Bryan ISD Board of Trustees asks that the Texas Education Agency maintain the 2022 College, Career, and Military Readiness cut scores; and

RESOLVED THAT the Bryan ISD Board of Trustees urges the Texas Legislature to limit state assessment programs to those required to meet federal ESSA requirements and reduce the time students spend taking state tests; and

RESOLVED THAT the Bryan ISD Board of Trustees implores the Texas Legislature to replace the A-F system for public schools with one that honors the complex work of educators throughout the state.

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Bryan Independent School District during a called meeting on April 3, 2023, a quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: 7
Nays: 0
Abstentions: 0

Julie Harlin
Julie Harlin
President, Bryan ISD Board of Trustees

Elisia Berford
Elisia Berford
Member, Bryan ISD Board of Trustees

Call
Call
Member, Bryan ISD Board of Trustees

[Signature]
[Signature]
Member, Bryan ISD Board of Trustees

By: *Deidra Davis*
Dr. Deidra Davis
Vice President, Bryan ISD Board of Trustees

By: *Mr. Leo Gonzalez*
Mr. Leo Gonzalez
Member, Bryan ISD Board of Trustees

By: *Ruthie Waller*
Mrs. Ruthie Waller
Member, Bryan ISD Board of Trustees

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD

Sept. 12, 2023:
TEA postponed the 22-23
Accountability release date citing
concerns about the reliability of
growth score data.

Oct. 23, 2023:
Temporary injunction prohibits TEA
from releasing 2022-2023 ratings.

Oct. 31, 2023:
TEA releases the approved
accountability manual for the prior
year (2022-2023).

KEEPING YOU INFORMED

Important information pertaining to state assessment results and the recently redesigned Texas Education Agency (TEA) Accountability Rating System.

Children First. Always.

Bryan ISD:

- Increased Graduation Rates,
- Improved in College and Career Readiness,
- Improved in all End-Of-Course assessments and many STAAR assessments

TEA made content and structural changes to the state assessment and is also updating the accountability system.

Therefore, per the TEA, this year's school ratings (letter grades) should not be compared to the prior year's ratings and are expected to be lower despite student progress.

and yet will still receive a lower "letter" rating under the new system.

What to Expect from TEA

On September 12, the Texas Education Agency once again pushed back the release date for school district ratings from the 2022-2023 school year. While they were scheduled to be released at the end of this month, TEA has postponed the date citing concerns about the reliability of the growth score data and has continued to make changes to the calculations and methodology.

Statement from the Texas Education Agency

"It's possible that a campus with an A in 2022 may improve in 2023 and yet receive a B"

Bryan ISD Board Resolution



Computerized Grading on State Assessments

2021-2022
STAAR 1.0
Rating of 86 B

2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
TBD

- STAAR/EOC Redesign – STAAR 2.0
 - New assessment implemented in Spring of 2023. Expanded writing to all grades and subjects.
 - Short Constructed Responses
 - Extended Constructed Responses
 - December 2023: TEA implemented automated scoring of the writing portion of the assessments.
 - Spring 2024: computerized grading on all assessments
- STAAR 1.0: Original Grading Rubric
- STAAR 2.0: Redesigned Grading Rubric
 - Significant increase in the percentage of students receiving a score of “0” statewide

Historical Review of State Assessments & Accountability Systems

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2022-2023
STAAR 2.0
No Ratings

2023-2024
STAAR 2.0
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2023-2024	TBD	STAAR 2.0 New A-F Rating System

TEA: "It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B"

Multilayered Plans of Action



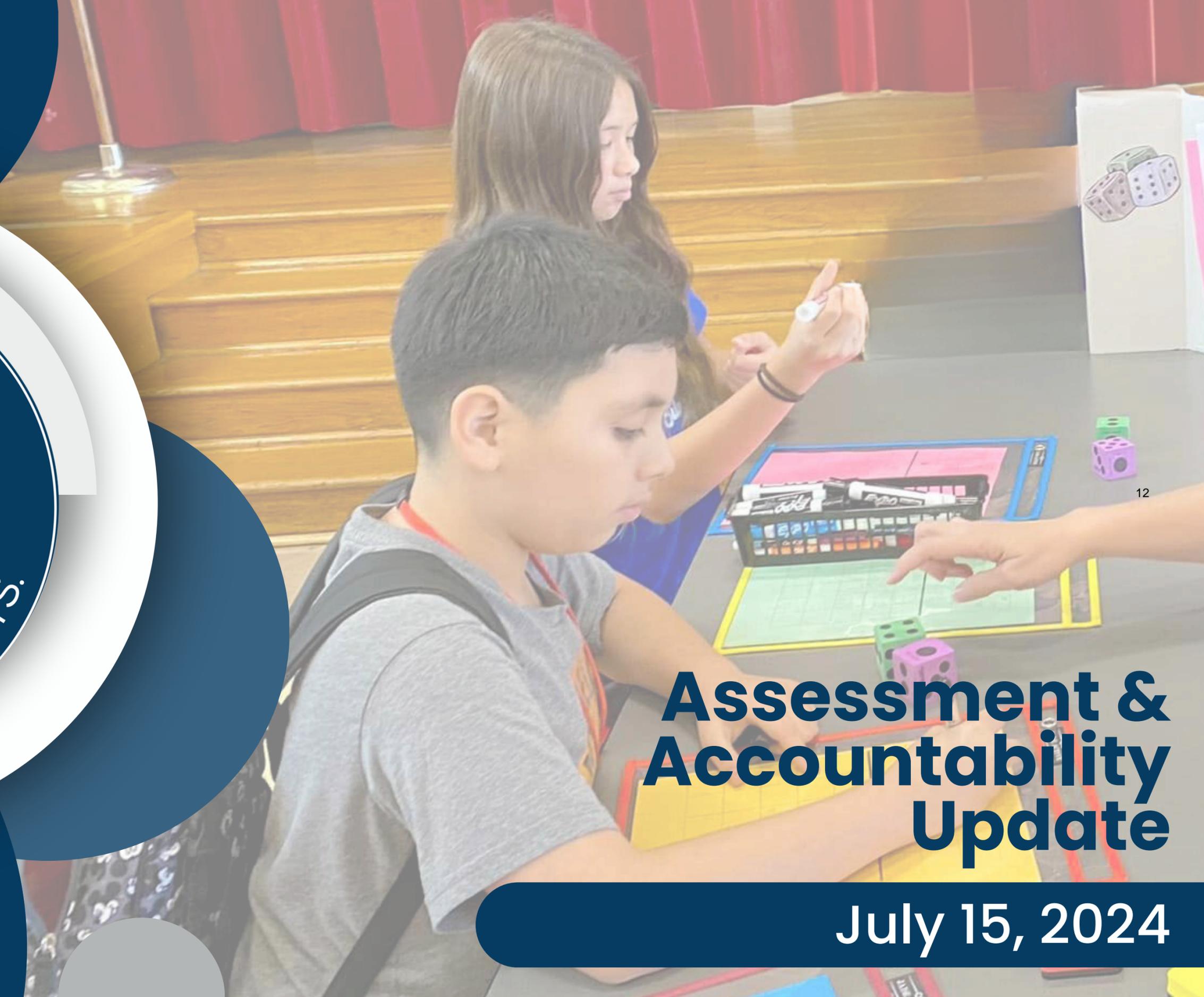
Curriculum & Instruction



Individual Student Needs



Campus Improvement



Assessment & Accountability Update

July 15, 2024

Citizens' Comments

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

1. Consider Approval of the Meeting Minutes for June 3 and June 17, 2024

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BRYAN ISD BOARD OF TRUSTEES MEETING

The Bryan ISD Board of Trustees met for a regular workshop on June 3, 2024, at 12:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin (President)
- Felicia Benford (Vice President)
- David Stasny (Secretary)
- Ruthie Waller
- Mark McCall
- Leo Gonzalez, II

Board member absent:

- Joel Bryan

Staff members present:

- Ginger Carrabine
- Carol Cune
- Kevin Beesaw
- Dr. Brian Merrell
- Linda Montoya
- Julea Johnson
- Jennifer Warren
- Ron Clary
- Clay Falls
- Tiffany Lee

CALL TO ORDER WORKSHOP MEETING

Board President Dr. Julie Harlin called the workshop to order at 12:00 p.m. and welcomed all in attendance.

SPOTLIGHT

HEB EXCELLENCE IN EDUCATION FINALIST CHRISTIE BYERLY

Executive Director of School Leadership Linda Montoya introduced Christi Byerly. Byerly has made history. For the first time in Bryan ISD, Ms. Byerly, with over 31 years of experience in education, was honored by HEB with the Excellence in Education Award. The HEB Excellence in Education Awards recognize outstanding educators across the state for their passion and commitment to the teaching profession and for showing innovation and creativity in the classroom.

Citizens' Comment

No comment cards were presented.

Closed Session

CONVENE IN CLOSED SESSION

Board President Dr. Julie Harlin called for a closed session at 12:07 p.m., as authorized by Texas Government Code Chapters 551.072, 551.074, and 551.0821, for the subjects allowed.

REVIEW BOARD OPERATING PROCEDURES, ROLES, AND RESPONSIBILITIES OF TRUSTEES - TEXAS GOVERNMENT CODE CHAPTER 551.074

The agenda item was discussed in a session closed to the public.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE - TEXAS GOVERNMENT CODE SECTION 551.074

The agenda item was discussed in a session closed to the public.

DISCUSS ISSUES RELATED TO THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY

The agenda item was discussed in a session closed to the public.

DELIBERATION CONCERNING A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED - TEXAS GOVERNMENT CODE SECTIONS 551.0821

The agenda item was discussed in a session closed to the public.

RECONVENE FROM CLOSED SESSION FOR ACTION RELATIVE TO ITEMS CONSIDERED DURING CLOSED SESSION IN OPEN SESSION

The Board reconvened in an open session at 2:36 p.m. The Board took no action during the closed session.

Standing Committees

Finance Committee - Update on the Development of the 2024-2025 Budget and Annual Purchase Renewals for Supplemental Educational Support and Operational Software Solutions

Trustee David Stasny stated that the committee met and received an update on the ongoing development of the 2024-25 budget. The committee received an overview of the annual renewals and purchases for supplemental education support and operational software solutions. Some purchase requests will be brought forth after a complete analysis of student impact before a recommendation is made to reduce or discontinue the use based on usage impact. Many renewals and purchases are funded through federal and state grants, with only one supported by the local budget due to state regulations.

Information Items

Development of the 2024-2025 Budget

Assistant Superintendent of Business Services Kevin Beesaw provided an update on developing the 2024-25 budget. Texas Public Schools continue to face state-wide financial challenges. Record inflation, the end of the ESSER Grant, and no change in the basic allotment have played crucial roles in creating funding challenges for the 2024-25 budget for the district and statewide.

While adjustments are still needed, the district has been taking steps to lessen the full impact of the legislative inaction. The administration proposes to continue the retention and recruitment stipends that began during the 2023-2024 school year. Employees would make at least \$500 on a 2% payout in September, December, and May.

Bryan ISD Compensation Overview Presented by a Representative from the Texas Association of School Boards (TASB)

Assistant Superintendent of Business Services Kevin Beesaw, Director of Human Resources Shay Sinciski, and the Texas Association of School Boards Director of HR Services Amy Campbell provided an overview of the compensation package. Ms. Campbell is a veteran consultant with over 27 years of experience in the Human Resources field and has provided extensive training to human resources offices across Texas. Ms. Campbell provided an overview of the district's pay structure, equality compensation, and pay system controls, including minimum, midpoint, and maximum pay compensation. Employee value indicators include unique skills, education, certification/license, longevity, and performance.

Laws governing pay equity compensation date back to 1963 and guide fair pay. During the compensation overview process, data was collected to determine the pay data process, a review of the data for patterns, which provided a summary of findings and to make recommendations. Bryan ISD has 13 administrative pay grades within the administrative and professional pay structure. The report was divided into dimensions of diversity. The equity review analyzes employees by dimension and by pay grade. From the report, the findings did not identify patterns of administrative pay inequality attributable to dimensions of diversity in Bryan ISD.

Changes in pay placement procedures over time have impacted pay trends and alignment in the district. A small number of pay rates may be out of alignment with the pay rates of other incumbents within the same pay grade and warrant additional review. Still, the pay differentials are not attributable to dimensions of diversity. Additionally, no discrepancies were found with the district's current practices. Bryan ISD will review pay placement procedures to ensure they are accurately reflected.

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

- Closeout of the Districtwide PA/IPPA Project
- 2024-2025 Memorandum of Understanding between Brazos County Juvenile Board and Bryan ISD Relating to the Placement of Bryan ISD Students in the Juvenile Services Academy/Juvenile Justice Alternative Education Program
- Low Attendance Waiver for SFA Middle School on November 8, 2023
- Low Attendance Waiver for the District - Solar Eclipse on April 8, 2024
- Pregnancy Related Services on-Campus (CEHI) Waiver
- Staff Development Waiver for the 2024-2025 School Year
- Quarterly Investment Report for the Quarter Ended February 29, 2024
- Purchase Over \$50,000 for the Renewal of GoalBook
- Purchase Over \$50,000 for the Renewal of School Objects Eduphoria! Suite
- Purchase Over \$50,00 for the Renewal of Branching Minds

- Purchase Over \$50,00 for the Renewal of Reading Horizons
- Purchase Over \$50,00 for the Renewal of Read 180 and The Code
- Purchase Over \$50,00 for the Renewal of NWEA Measures of Academic Progress
- Purchase Over \$50,00 for the Renewal of Frontline eStar
- Purchase Over \$50,00 for the Renewal of ELLevation

A **motion** was made by Mark McCall and seconded by Ruthie Waller for the approval of the items listed on the consent agenda as presented. *The motion passed unanimously.*

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

CONSIDER APPROVAL OF CONTRACT FOR SECONDARY RENOVATIONS

Assistant Superintendent of Business Services Kevin Beesaw stated that the 2020 Bond included funding for renovations at various secondary campuses. The project included renovations at Davila Middle School, MC Harris Annex, Long Intermediate, Rayburn Intermediate, SFA Middle School, and the Performing Arts Center. These projects will begin on June 10, 2024, and will be substantially completed on August 16, 2024.

The estimated cost during bond planning for the listed renovations was \$2,820,000. The proposals received came in under budget at \$895,594.

A **motion** was made by Mark McCall and seconded by Ruthie Waller for the approval of the contract with Jacody Construction in the amount of \$1,924,406.00 for Secondary Interior and Exterior Renovations, as presented. *The motion passed unanimously.*

CONSIDER APPROVAL OF PURCHASE OVER \$50,000 FOR THE REPLACEMENT OF THE PROJECTOR IN THE RUDDER PERFORMING ARTS CENTER

Assistant Superintendent of Business Services Kevin Beesaw stated that the current projector in the Rudder Performing Arts Center is no longer working, and the current projector technology needs to be updated. The Rudder Performing Arts Center is used for school assemblies, professional development, and fine arts performances. The current projector was initially purchased in 2008 and only provides the capability to connect via VGA.

The recommended replacement projector is 16:9 HD and will include HDMI inputs and a new Creson Interface. The 2020 Bond will fund this project.

A **motion** was made by Leo Gonzalez, II, and seconded by David Stasny to approve the contract to Covenant Communications in the amount of \$72,901.71, as presented. *The motion passed unanimously.*

CONSIDER APPROVAL OF THE RECOMMENDATION FOR THE PRINCIPAL OF MARY BRANCH ELEMENTARY

A **motion** was made by Leo Gonzalez, II, and seconded by David Stasny to approve the recommendation of the Superintendent for Ashley Lopez as the Principal at Mary Branch Elementary. *The motion passed unanimously.*

ADJOURN

There being no further business, the meeting adjourned at 3:13 p.m.

President

Secretary



BRYAN ISD BOARD OF TRUSTEES MEETING

The Bryan ISD Board of Trustees met for a regular meeting on June 17, 2024, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin (President)
- Felicia Benford (Vice President)
- David Stasny (Secretary)
- Mark McCall
- Ruthie Waller
- Leo Gonzalez, II
- Joel Bryan

Staff members present:

- Ginger Carrabine
- Dr. Barbara Ybarra
- Kevin Beesaw
- Dr. Brian Merrell
- Crystal Goodman
- Linda Montoya
- Julea Johnson
- Jennifer Warren
- Ron Clary
- Dereck Rush
- Josh Woodall
- Shay Sicinski
- Rich Himmel
- Tiffany Lee

CALL TO ORDER REGULAR MEETING

President Dr. Julie Harlin called the regular meeting to order at 6:02 p.m. and welcomed all attendees heartily.

Pledges of Allegiance

A pre-recording of student lead pledges from students attending Crockett Elementary's summer program was played for the American and Texas flags.

Spotlight

Auxiliary Employee of the Month June 2024

The June Auxiliary Employee of the Month is Patricia Robertson with the Transportation Department. She was introduced by Director of Transportation Lori Sears. Robertson is a veteran employee in Bryan ISD and loves her job and the students she transports daily on her route. She has been instrumental in sharing her knowledge with staff and is a true team player. Ms. Robertson received a certificate of appreciation and a gift card from Truist Bank.

Closed Session

CONVENE IN CLOSED SESSION

Board President Dr. Julie Harlin called for a closed session at 6:08 p.m. as authorized by *Texas Government Code Chapter 551.071 and 551.074* for the subjects allowed.

PURSUANT TO TEXAS GOVERNMENT CODE 551.071 AND 551.074, CONSULTATION WITH ATTORNEY RELATED TO PERSONNEL

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 7:18 p.m. The Board took no action during the closed session.

Superintendent Update

Superintendent Update - Student Accomplishments, Professional Learning for Staff and Trustees, and Family and Community Engagement

Superintendent Ginger Carrabine provided an update on community and district-wide events over the last few weeks. Graduation celebrations from Pre-K to 12 grade were celebrated as the district closed the school year. The district will launch a new marketing plan for the new school year, with ads delivered in English and Spanish throughout the community. The district has seen a massive interest in the Silver & Gold Club cards. The Silver card allows anyone 60 and above to attend free Athletic and Fine Arts events. The gold card is for district retirees. This card has the same benefits as the silver card but is available for district retirees. The BHS Pit Smokers took home 3rd place at Nationals.

Standing Committee Update

Finance Committee - Dependent Audit for the Health Plan, UIL Insurance, and Final Budget Development Update - Trustee David Stasny stated that the committee met on June 10 and discussed the final preparations for the 2024-2025 financial budget. The recommendations for the 2024-2025 budget will be considered for approval. The committee discussed the potential for another dependent audit of the district's group health plan.

Information Items

Board President Dr. Julie Harlin called the Public Hearing to order at 7:24 p.m. per the Texas Education Code 44.004 and Board Policy CE (LEGAL).

PUBLIC HEARING FOR THE 2024-2025 BUDGET

Assistant Superintendent of Business Services Kevin Beesaw provided a detailed report of the proposed budget and tax rate for the 2024-2025 school year. The recommended budget included the General Fund, Debt Service Fund, and Food Service Fund, totaling \$176,979,300. The estimated expenditures exceeded the projected revenue by \$6,226,300 for the year ending June 30, 2025.

ADJOURN

The Public Hearing adjourned at 7:40 p.m. The regular meeting reconvened at 7:40 p.m.

Citizens' Comments Request to Address the Board

1. Stephen Hokenson and Jeremiah Hokenson - UIL participation for homeschooled students
2. Joseph Rodriguez - Salary Audit
3. Marie Rodriguez - Salary Audit

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

A **motion** was made by Leo Gonzalez, II, and seconded by Felicia Benford to approve the items listed on the consent agenda. *The motion passed unanimously.*

- Meeting Minutes - May 6, 2024
- Meeting Minutes - May 20, 2024
- Financial Statements for May 2024
- Bryan ISD Investment Policy
- T-TESS Appraisal Calendar for the 2024-2025 School Year
- 2024-2025 Memorandum of Understanding Between Brazos County Juvenile Board and Bryan ISD Relating to the Placement of Bryan ISD Students in the Juvenile Services Academy/Juvenile Justice Alternative Education Program
- Resolution to Budget and Prioritize State Compensatory Funds for the 2024-2025 Fiscal Year
- Purchase Over \$50,000 for the Replacement of Steamers, Kettles, and Ice Maker
- Purchase Over \$50,000 for Voluntary Student, Athletic and Catastrophic Insurance

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

CONSIDER APPROVAL OF THE BUDGET FOR THE YEAR ENDING JUNE 30, 2025, FOR THE GENERAL FUND, DEBT SERVICE FUND, AND FOOD SERVICE FUND

Assistant Superintendent of Business Services Kevin Beesaw presented the budget for the year ending June 30, 2025, for the General Fund, Debt Service Fund, and Food Service Fund. The recommended budget includes the General Fund, Debt Service Fund, and Food Service Fund, totaling \$176,979,300. Estimated expenditures exceed projected revenue by \$6,226,300 for the year ending June 30, 2025. The budget was prepared in support of the district's goals. The administration will continue to review viable options to trim the budget as they mitigate the financial shortfalls from the State. Safety and Security and providing a high level of education remain the district's top priority.

A **motion** was made by Mark McCall and seconded by David Stasny for the approval of the recommended budget for the year ending June 30, 2025, for the General Fund, Debt Service Fund, and Food Service Fund, as presented. *The motion passed unanimously.*

CONSIDER APPROVAL OF THE DISTRICT COMPENSATION PROPOSAL FOR THE 2024-2025 SCHOOL YEAR

Assistant Superintendent of Business Services Kevin Beesaw presented the proposed compensation plan for all employees for the 2024-2025 fiscal year. The Administration recommended that the Board approve the retention stipends and a sign-on bonus to become effective for the 2024-2025 school year. All eligible teachers and staff returning for the 2024-2025 school year will receive a one-time retention stipend equal to 2% of their annualized base salary in September. All eligible employees will receive a one-time retention stipend(s) equal to a percentage of their annualized base salary to be paid in December 2024 (2%) and again in May 2025 (1%). In addition to these stipends, which are the same as the previous year, all eligible employees in pay grades A6/T6 and below will receive an additional 1% stipend based on their annualized base pay. The minimum for each of these 2% stipends will be \$500. Teachers hired in the fall semester of the 2024-2025 school year will receive a one-time stipend of \$1,000 as a sign-on bonus. The sign-on bonus will be \$500.00 if hired in the spring semester. Eligible employees are full-time classroom teachers and must be actively employed when the paycheck is issued.

A **motion** was made by Leo Gonzalez, II, and seconded by Ruthie Waller for the approval of the District's compensation recommendations as presented. *The motion passed unanimously.*

CONSIDER APPROVAL OF A RESOLUTION FOR THE COMMITMENT OF FUND BALANCE FOR THE YEAR ENDING JUNE 30, 2024

Assistant Superintendent of Business Services Kevin Beesaw stated that per Board policy CE (LOCAL) and GASB 54, the Trustees must annually decide on the amounts or percentages in the areas of committed fund balance. A resolution that sets 100% of the fund balance as committed for the Group Benefits Risk Pool, Workers Compensation Fund, and Student Activity Funds was presented. For the General Fund, the resolution requires commitments in amounts to be determined by the Superintendent for specific areas that could materially affect the budget if determined to be needed.

A **motion** was made by Mark McCall and seconded by Felicia Benford for the approval of the attached resolution committing Fund Balance for the year ending June 30, 2024, as presented. *The motion passed unanimously.*

CONSIDER APPROVAL OF BUDGET AMENDMENTS FOR THE GENERAL FUND, DEBT SERVICE FUND AND THE FOOD SERVICE FUND FOR THE YEAR ENDED JUNE 30, 2024

Assistant Superintendent of Business Services Kevin Beesaw presented the details of the proposed budget amendment for the General Fund and Debt Service Fund for the Year Ended June 30, 2024. There was not a budget amendment needed for the Food Service Fund. Revenue was added to support additional expenses for the General Fund and Debt Service Fund, including Teacher Incentive Allotment (TIA) payout and increases in state funding for hold harmless due to increased homestead exemptions. Various transfers between function areas are needed to align the budget with the final expected actual expenditures and fiscal year-end change.

A **motion** was made by Leo Gonzalez, II, and seconded by Felicia Benford to approve the budget amendments for the year ending June 30, 2024, as presented. *The motion passed unanimously.*

Closed Session

CONVENE IN CLOSED SESSION

Board President Dr. Julie Harlin called for a closed session at 8:05 p.m. as authorized by *Texas Government Code Chapter 551.074, 551.071, 551.0821, and 551.087* for the subjects allowed.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE - TEXAS GOVERNMENT CODE SECTION 551.074

The agenda item was discussed in a session closed to the public.

PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071 and 551.087, CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL REQUIREMENTS AND FINANCIAL TERMS OF JETI TAX INCENTIVE PROGRAM

The agenda item was discussed in a session closed to the public.

DISCUSS THE SUPERINTENDENT'S FORMATIVE EVALUATION (TEXAS GOVERNMENT CODE CHAPTER 551.074)

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 10:38 p.m. The Board took no action during the closed session.

ADJOURN

There being no further business, the meeting adjourned at 10:38 p.m.

President

Secretary

2. Consider Approval of the Purchasing Report for June 2024

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**BRYAN INDEPENDENT SCHOOL DISTRICT
 REPORT OF SUPERINTENDENT APPROVED PURCHASES (\$25,000 - \$50,000)
 FOR THE MONTH OF JUNE 2024**



Date	Dept	Campus	Vendor	Amount	Fund	Purch Method	Description
06/10/24	Fine Arts	Districtwide	Music First	\$42,719.00	Local	Purchasing Cooperative	Annual Renewal of Music First Classroom Curriculum for 2024-25
06/12/24	Technology	Districtwide	RockIT Consulting	\$41,571.00	Local	Purchasing Cooperative	Annual Renewal of DUO Classlink Security Login Software for 2024-25
06/14/24	Maintenance	Districtwide	Brightly Software	\$25,273.36	Local	Purchasing Cooperative	Annual Renewal of the School Dude Maintenance Software for 2024-25
06/24/24	School Nutrition	Districtwide	EMS-Ling, Inc	\$39,209.80	Local	Purchasing Cooperative	Annual Renewal of Point of Service Management System Software for 2024-25
06/28/24	Finance	Administration	BMI Audit Services	\$30,260.00	Local	Purchasing Cooperative	Dependent Audit Services
06/28/24	Finance	Districtwide	AED Service America	\$27,650.70	Local	Purchasing Cooperative	Annual Renewal for AED Maintenance and Management for 2024-25

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Music First

FUNDING AMOUNT: \$42,719

ADDRESS: 180 Madison Avenue 24

FUNDING SOURCE: Local Funds

CITY, STATE ZIP: New York, NY 10016

DATE REQUIRED: July 2024

PURCHASING/BID METHOD:

TIPS Purchasing Cooperative

DESCRIPTION:

Music First Classroom offers a holistic approach to K-12 music education. It serves as a central hub for all of your integrated software, student portfolios, gradebook, and communication tools

JUSTIFICATION:

Music Curriculum for 104 classrooms to include set up, technical support, resources, content library, gradebook, calendar and training.

EFFECT ON FUTURE BUDGET YEAR:

n/a

REQUESTED BY:

Patrick Corbett

DATE:

June 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:

musicfirst

Company Address Orders: 180 Madison Ave 24th Floor
New York, NY 10016
US

Created Date 6/4/2024
Expiration Date 8/8/2024
Quote Number 00029523

Prepared By Keith Dye
Phone 8064384316
Email keith@musicfirst.com

Account Name Bryan ISD
Contact Name Jacob Justice
Email jacob.justice@bryanisd.org

Bill To Name Bryan ISD
Bill To 801 S. Ennis St
BRYAN, TX 77803

Product	Sales Price	Quantity/Seats	Total Price	Line Item Description
MusicFirst Classroom - Setup fee and lifetime technical support	USD 99.00	1	USD 99.00	
MusicFirst Classroom (includes Resources, Content Library, Gradebook, Calendar and more, no included software)	USD 5.00	7,444	USD 37,220.00	
Training	USD 300.00	18	USD 5,400.00	Creation, training, oversight of administration for TIA Assessment - per Assessment
Total Price			USD 42,719.00	
Grand Total			USD 42,719.00	

To Order:

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: RockIt Consulting

FUNDING AMOUNT: \$41,571

ADDRESS: 14655 Northwest Freeway Ste 119

FUNDING SOURCE: Local Funds

CITY, STATE ZIP: Houston, Texas 77040

DATE REQUIRED: June 2024

PURCHASING/BID METHOD:

TIPS Purchasing Cooperative

DESCRIPTION:

DUO Classlink License Renewal, 2024-25

JUSTIFICATION:

Renewal for the DUO Classlink Security Log In Software

EFFECT ON FUTURE BUDGET YEAR:

n/a

REQUESTED BY:

Rob Hayes

DATE:

June 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:

14655 Northwest Freeway
Suite 119
Houston, Texas 77040
www.rockit-consulting.com
2814559509



▶ CO-OP Info

TIPS - 220105 Technology Solutions Products and Services

Software

Description	Price	Qty	Ext. Price
DUO-EDU-ADV-F Duo Advantage for edu Faculty users (formerly Access-F) Added	\$13.41	3100	\$41,571.00

Subtotal: \$41,571.00

▶ Terms and Conditions

[Terms And Conditions \(rockit-consulting.com\)](http://www.rockit-consulting.com/terms-conditions)

14655 Northwest Freeway
Suite 119
Houston, Texas 77040
www.rockit-consulting.com
2814559509



DUO Licenses 7/1/2024 Start Date - 1 Year License

Prepared by:

RockIT - Houston



Nicky Stavinoha
832-723-9732
nstavinoha@rockit-consulting.com

Prepared for:

Bryan ISD

4007 MEADOWWOOD DR
BRYAN, TX 77802
Rob Hayes

rob.hayes@bryanisd.org

Quote Information:

Quote #: 002977

Version: 3
Delivery Date: 04/29/2024
Expiration Date: 05/01/2024

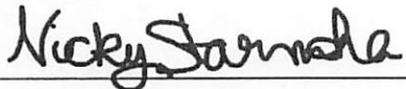
Quote Summary

Description	Amount
Software	\$41,571.00
Total:	\$41,571.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RockIT - Houston

Bryan ISD

Signature: 
Name: Nicky Stavinoha
Title: Senior Sales / Account Manager
Date: 04/29/2024

Signature: _____
Name: Rob Hayes
Date: _____

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Brightly Software **FUNDING AMOUNT:** ~~\$5,273.36~~ ^{25,273.36} *KB*
ADDRESS: 11000 Regency Pkwy Ste 300 **FUNDING SOURCE:** Local Funds
CITY, STATE ZIP: Cary, NC 27518 **DATE REQUIRED:** June 2024

PURCHASING/BID METHOD:
Purchasing Cooperative

DESCRIPTION:
Annual Renewal of the School Dude Maintenance Software to include Community Use

JUSTIFICATION:
Software Renewal, 2024-25

EFFECT ON FUTURE BUDGET YEAR:
n/a

REQUESTED BY: Ron Clary **DATE:** June 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV **APPROVED:** *KB* **DENIED:**
GINGER CARRABINE, SUPERINTENDENT **APPROVED:** *GC* **DENIED:**

DATE OF BOARD MEETING: **APPROVED:** **DENIED:**

BUSINESS OFFICE USE ONLY:			
FORM 1295 REC'D:	YES: <input type="checkbox"/>	NO:	<input type="checkbox"/>
PURCHASE ORDER NO:	_____		
DATE ISSUED:	_____		
	YES: <input type="checkbox"/>	NO:	<input type="checkbox"/>

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: EMS-Ling Inc **FUNDING AMOUNT:** ~~\$41,571~~ ^{309,30} \$39,209.80
ADDRESS: 2528 Independence Blvd **FUNDING SOURCE:** Local Funds
CITY, STATE ZIP: Wilmington, NC 28412 **DATE REQUIRED:** June 2024

PURCHASING/BID METHOD:
Choice Partners Purchasing Cooperative

DESCRIPTION:
Point of Service Cafeteria Management System to include Inventory, Student Management with Application Processing, Production Records, Menu Planning, Purchasing and Support

JUSTIFICATION:
Point of Service Cafeteria Management System Renewal, 2024-25

EFFECT ON FUTURE BUDGET YEAR:
n/a

REQUESTED BY: Sandra Baxter **DATE:** June 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV **APPROVED:** **DENIED:**
GINGER CARRABINE, SUPERINTENDENT **APPROVED:** **DENIED:**

DATE OF BOARD MEETING: **APPROVED:** **DENIED:**

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____ **BUDGET TRANSFER REQUIRED:**

DATE ISSUED: _____ **YES:** **NO:**

EMS LINQ

Connecting the K-12 Community

This is not an invoice.

Quote #: Q-126908-1

2528 Independence Blvd
Suite 200
Wilmington, NC 28412Phone: 800.541.8999
Fax: 910.799.5427
Email: jlamme@linq.com**Customer Contact**

Bryan Independent School District

Bill ToBryan Independent School District
801 S Ennis St
Bryan, Texas 77803

RENEWAL CONTACT	EMAIL	SERVICE PERIOD
Jonathan Lammey	jlamme@linq.com	(July 1, 2024 - June 30, 2025)

2024-07-01

QTY	PRODUCT	NET PRICE	TOTAL PRICE
60.00	Point of Service (TPOS100-75)	\$200.00	\$12,000.00
23.00	Inventory (TINV100-75)	\$450.00	\$10,350.00
23.00	Student Management w/Application Processing (TSTU100-75)	\$450.00	\$10,350.00
23.00	Production Records (TPRO100-75)	\$174.99	\$4,024.77
1.00	Menu Planning w/Nutritional Analysis (TMP100)	\$795.03	\$795.03
1.00	Purchasing (TPUR100)	\$795.00	\$795.00
1.00	Online Student Store	\$0.00	\$0.00
1.00	LINQ Connect (previously Family Portal)	\$0.00	\$0.00
1	ISITE Support - SNAF Website and Menu - 4	\$895.00	\$895.00

Tax:	\$0.00
Shipping:	
Grand Total:	\$39,209.80

- For subsequent years within the term bound by the Start Date and End Date detailed on this quote, LINQ is entitled to increase the fees specified in the Order Form to the then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date.
- Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order.
- In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.
- Ground shipping or most reasonable shipping costs will be added to the invoice after shipment for all Hardware orders.
- You will be required to pay LINQ for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of Professional and Support Services.
- All invoices shall be paid within thirty (30) days of the date of invoice.
- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.
- This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at <https://www.linq.com/legal-msa/>

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: BMI Audit Services

FUNDING AMOUNT: \$30,260

ADDRESS: 100 E Wayne Street, Ste 400

FUNDING SOURCE: Local Funds

CITY, STATE ZIP: South Bend IN 46601

DATE REQUIRED: June 2024

PURCHASING/BID METHOD:

Choice Partners Purchasing Cooperative

DESCRIPTION:

Dependent Audit Services

JUSTIFICATION:

A comprehensive dependent eligibility audit is a complete documentation-based verification audit of all enrolled dependents within an organization's health plan(s).

EFFECT ON FUTURE BUDGET YEAR:

n/a

REQUESTED BY:

Michael Stires

DATE:

June 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:

DEPENDENT ELIGIBILITY SERVICES AGREEMENT

THIS AGREEMENT is made as of June 13, 2024 between BRYAN INDEPENDENT SCHOOL DISTRICT (“Client”) and BMI AUDIT SERVICES, LLC (“Company”).

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

- 1. Services.** Company agrees to perform for Client the Scope of Services (“Services”) described in Attachment A hereto, which is incorporated fully herein by this reference. The order or sequence in which the work is to be performed shall be under the control of Company. All materials used in providing the Services shall be provided by Company. Company will notify Client as soon as possible in advance of any planned system changes that would impact performance of work as outlined.
- 2. Payment for Services.** Client, or its representative, agrees to pay Company for Services in accordance with the Fees described in Attachment A. Client, or its representative, shall pay Company the amounts agreed to herein upon receipt of invoices from Company.

Billing Contact Information:

Attn: Stefanie Brumfield
 Email: stefanie.brumfield@bryanisd.org
 Phone: 979-209-1041
 Address: 801 South Ennis Street
Bryan, TX 77803

- 3. Confidential Information.** Each party hereto (“Such Party”) shall hold in trust for the other party hereto (“Such Other Party”), and shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party’s research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. Company hereby acknowledges that during the performance of this Agreement, the Company may learn or receive confidential Client information and therefore Company hereby confirms that all such information relating to the Client’s business will be kept confidential by the Company. Company and Client further agree to comply with the terms and conditions of the Business Associate Agreement executed by the parties.
- 4. Staff.** Company is an independent contractor and neither Company nor Company’s staff is or shall be deemed to be employed by Client. Client is hereby contracting with Company for Services and Company reserves the right to determine the method, manner, means and staff by which the Services will be performed. The Services shall be performed by Company or Company’s staff, and Client shall not be required to hire, supervise, or pay any assistants to help Company who performs the Services under this Agreement. Company shall not be required to devote Company’s full time nor the full time of Company’s staff to the performance of the Services required hereunder, and the parties acknowledge that Company has other clients and Company offers services to the public. Client shall not provide any insurance coverage of



any kind for Company or Company's staff; Company shall take appropriate measures to ensure that Company's staff is competent and that they do not breach Section 3 hereof.

5. Termination. Either party may terminate the Agreement for any reason with thirty (30) days written notice. In the event of termination prior to completion, Company shall be entitled to payment for the portion of the Services performed prior to the date of termination. Company acknowledges that this Agreement and any supplemental agreement or renewal thereof is a commitment of Client's then current year fiscal revenues and that payment obligations of Client created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Client's governing board, then this Agreement may be terminated by Client at the end of the fiscal period for which funds are appropriated and allocated. Client shall provide Company with prompt written notice of any such non-appropriation event. Renewal of this Agreement, if any, shall be in accordance with Tex. Local Gov't Code §271.903 concerning non-appropriation of funds for multi-year contracts.

6. Term. The term of this Agreement shall commence on the effective date and terminate upon the completion of Services performed.

7. Indemnification.

Company Indemnification of Client. Except as otherwise provided in this Agreement, and subject to the limitation of liability set forth in Section 7.3, Company, to the extent allowable by law, shall indemnify, defend, and hold harmless Client and its officers and employees from and against all damage, costs, loss, expenses and liability, including but not limited to reasonable attorneys' fees and court costs (collectively "Losses"), that Client may suffer or incur to the extent that such Losses are directly caused by the failure of Company to perform the Services in accordance with the terms and conditions of this Agreement and applicable federal, state, and local laws.

8. Insurance. Company will provide Client with copies of certificates of insurance and shall maintain in effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate and professional liability insurance coverage in the amount of \$3,000,000 per occurrence and \$5,000,000 aggregate. Additionally, Company shall maintain a data breach policy, naming Client as additional insured, in an amount of \$500,000.

9. Warranty; Disclaimer; Limitation of Liability.

9.1 Limited Warranty; Remedies. Company will not be liable for any injury resulting from errors, omissions, negligent, or other wrongful acts of any employee of Client or its affiliates. Company warrants that it will perform the Services in a professional manner using personnel of commercially reasonable skill, experience, and qualifications. Client is required to assert any claim under this Section in writing within ninety (90) days after the performance of the applicable Services.

9.2 DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED IN SECTION 7.1, COMPANY MAKES NO WARRANTIES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTY THAT ALL DETERMINATIONS MADE BY COMPANY ARE ACCURATE AS SUCH DETERMINATIONS ARE BASED UPON INFORMATION PROVIDED BY CLIENT AND/OR THEIR REPRESENTATIVE.



- 10. Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Company by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. Notwithstanding anything to the contrary, the parties shall be bound by the terms and conditions set forth in the Business Associate Agreement entered into between the parties.
- 11. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Brazos County, Texas.
- 12. Additional Work and Modification.** Company and Client must agree in writing upon any services requested by Client, but not included in Attachment A. Company will review requested services and if agreed upon, submit an amendment for Client to approve prior to the performance of the requested additional services by Company. Additional work and modifications to Services in Attachment A may impact Professional Fees and timelines. Furthermore, this Agreement may be amended only by a subsequent written agreement signed by both parties and specifically reciting that it is an amendment to this Agreement.
- 13. Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns. Either party may assign any of its rights and delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of such party's assets without the other party's consent.
- 14. Miscellaneous.**
- 14.1 Legal Counsel.** All parties hereto have been given the opportunity to consult with counsel and other advisors of their choice.
- 14.2 Binding Agreement.** All parties knowingly, voluntarily and without duress, coercion, unlawful restraint, intimidation or compulsion, enter into this Agreement.
- 14.3 Construction.** This Agreement will be construed as to its fair meaning and not strictly for or against any party.
- 14.4 Captions.** The section headings to this Agreement are for reference only and do not in any way define, limit or describe the scope or intent of, or otherwise effect, this Agreement or any part hereof.
- 14.5 Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, or any other cause beyond the reasonable control of such party.
- 14.6 Severability.** This Agreement shall be construed to be in accordance with federal and state statutes and regulations. If any provision of this Agreement is found to be wholly or partially invalid, illegal or unenforceable under any applicable statute or rule of law, then such provision or part thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 14.7 Third-Party Beneficiary.** This is an agreement between Company and Client. Except as specifically provided in this Agreement, Client does not intend to create in any third party, including without



limitation any payor, patient, enrollee, vendor, subcontractor or other party other than Client, any right to enforce this Agreement or to collect for Losses under this Agreement.

- 14.8 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 14.9 Expiration of Services Offered.** Company reserves the right to make changes to Services and Professional fees described in Attachment A if this Agreement is not fully executed within sixty (60) days of the date first shared by Company directly to Client or Client's representative. Company shall issue a revised Agreement only if changes are made by Company after sixty (60) days, otherwise the Agreement and services offered shall remain in effect until signed by both parties.
- 14.10** Parties agree that this Agreement does not waive or relinquish any immunity or defense on behalf of itself, its officials, trustees, officers, employees, agents or representatives.
- 14.11** Pursuant to Texas Government Code Chapter 2271, Company represents and warrants to the Client that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 14.12** Pursuant to Texas Government Code, Chapter 2274, Company represents and warrants that it does not and will not boycott energy companies.
- 14.13** Pursuant to Texas Government Code, Chapter 2274, Company represents and warrants that it does not discriminate against firearm entities or firearm trade associations.
- 14.14** Pursuant to Section 2155.0061 of the Texas Government Code, Company represents that is not ineligible to enter into this Agreement.
- 14.15** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Company represents and warrants that it is not a business engaged in business with Iran, Sudan or a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts.
- 14.16** Company certifies, represents and warrants that it along with owners, officers, or employees have not been suspended or disbarred from doing business with a state or federal government and are not listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts or the System for Award Management maintained by the General Services Administration.
- 14.17** Records Retention. Company shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by Company to Client under this Agreement. These records and accounts shall be retained by Company and made available for review by Client for a period of not less than three (3) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by Client of Company's final invoice or claim for payment in connection with this Agreement, or the date Client makes final payments and closes pending matters, whichever is later. If an audit or a compliance review has been announced, Company shall retain its records and accounts until such audit or compliance review has been completed.
- 14.18** Compliance with Open Records Laws. Notwithstanding any provision of this Agreement to the contrary, Company understands that Client is subject to and will comply with the Texas Public Information Act (Chapter 552 Texas Government Code) as interpreted by judicial opinion and



opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement that is of a confidential or proprietary nature must be clearly and prominently marked as such by Company. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Company agrees that the contract can be terminated if Company knowingly or intentionally fails to comply with a requirement of that subchapter.

4 4 4 4 4



IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

Approvals:

BMI AUDIT SERVICES, LLC

(Company)

Robert Temples

SIGNATURE

Robert Temples

PRINT NAME

Director, Operations

TITLE

6/14/2024

DATE

BRYAN INDEPENDENT SCHOOL DISTRICT

(Client)

Kevin Beesaw

SIGNATURE

Kevin Beesaw

PRINT NAME

Assistant Superintendent of Business Services

TITLE

June 13, 2024

DATE



ATTACHMENT A

1. Scope of Services. Specific to this Agreement, Company will provide the following Services for Client.

Setup and Implementation

Coverage(s) included:	Medical <input checked="" type="checkbox"/>	Dental <input type="checkbox"/> (additional fees apply)	Vision <input type="checkbox"/> (additional fees apply)
Spousal Carve-out:	Medical <input type="checkbox"/>	Dental <input type="checkbox"/>	Vision <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Spousal Surcharge:	Medical <input type="checkbox"/>	Dental <input type="checkbox"/>	Vision <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

- Client and/or its representative will provide to Company information relative to eligibility records maintained as follows:
 1. One enrollment file adhering to Company's enrollment file layout containing all employees and their dependents eligible to receive benefits at the time of the audit. Company will accept the file either from Client and/or administrator(s) responsible for administering the coverage(s) included.
 2. Record layouts and data descriptions appropriate to all pertinent files and records.
 3. All current published plan documentation including Summary Plan Description(s) (SPD(s)), plan amendments, and any other correspondence or directives prepared for the purpose of interpreting and/or clarifying plan eligibility for the plan(s) included in the audit.

Planning Phase

- After receiving the necessary materials and prior to commencing any audit functions, Company will hold one (1) "kick-off call" with all pertinent Client personnel. The objectives of the call will be to recognize the roles of each individual involved, determine the proper communication channels, review all steps of the audit, review a timeline, provide standard communication templates and obtain a full and complete understanding of the dependent eligibility criteria for Client' health benefit plan(s) to be included in the audit.
- Company's standard communications to employees, including eligibility and document collection requirements, must be approved by all parties at least five (5) business days before the first mailing date all as determined and agreed upon following the creation of the audit's timeline.
- Client shall provide Company a copy of any internal communication notices sent to employees at any time during the audit at least three (3) business days in advance of distribution to allow for proper planning of customer service that could be required.

Initial Mailing (Phase 1)

- Company will produce an "Initial Mailing", consisting of a letter and form that will be mailed to all employees who have enrolled at least one dependent identified in the enrollment file provided by Client. If a spousal carve-out or surcharge is included, an additional form will be included. The mailing will advise employees included in the audit of eligibility requirements for the plan(s), a close of audit date, ask questions pertaining to the plan(s) requirements, and request documentation specific to each



dependent. The letter will assist the employee in understanding how to obtain replacement documents if needed. The employee will be asked to upload, fax or mail the required information to Company. Employees will have no longer than four (4) weeks to respond.

- If Company does not receive all requested documentation, Company will send hard copy follow-up requests referred to as an **"Incomplete Letter"**, indicating the member-specific missing or incomplete documentation and deadline for submission. Alternatively, if employees have signed up for paperless communications via web portal, then an email will be sent directing them to the portal for this same information.

Reminder Mailing (Phase 2)

- Five (5) business days after the end of Phase 1, Company will produce an **"Reminder Mailing"** to be mailed to all employees in the audit who have not responded or have at least one dependent who is incomplete. The mailing will include applicable forms and/or an employee specific **"Incomplete Letter"** requesting all documentation specific to each dependent that is necessary for Company to complete its verification review. The employee will be asked to upload, fax or mail the required information to Company. Employees will have no longer than three (3) weeks to respond.
- If Company does not receive all requested documentation, Company will send hard copy follow-up requests referred to as an **"Incomplete Letter"**, indicating the member-specific missing or incomplete documentation and deadline for submission. Alternatively, if employees have signed up for paperless communications via web portal, then an email will be sent directing them to the portal for this same information.

Final Mailing & Appeals (Phase 3)

- Five (5) business days after the end of Phase 2, Company will produce a **"Final Mailing & Appeals"** consisting of a letter to be mailed to all employees in the audit who have not responded or have at least one dependent whose eligibility verification is incomplete. The letter will advise the employee that the deadline has passed and that unless they take immediate action by a specified appeals date, benefits for their dependents will be dropped on a stated date/time. Employees will have no longer than three (3) weeks to respond. The mailing will include a copy of applicable forms and/or a member specific **"Incomplete Letter"** requesting all documentation specific to each dependent that is necessary for Company to complete its verification review. The mailing will instruct the employee to upload, fax or mail the required information to Company. Company will continue to process all documents received up to five (5) business days after the appeal deadline.



Call Center Operations

- Company's correspondence will refer to Company's Call Center for additional support and guidance. Features of Company's U.S.-based Call Center include:
 - A toll-free telephone line will be staffed during extended business hours (Mondays – Thursdays 8:00 AM to 7:00 PM Eastern Time; Fridays 8:00 AM to 5:00 PM Eastern Time) and supported by a third-party live language translation service. After hours, Company supports 24/7 voice messaging and the ability to track all in-bound and out-bound messaging. Voicemails are returned within one (1) business day. All identified calls will be logged by date, time, and Call-Center team initials. Calls can be recorded if needed. The Call Center will be closed for Company holidays or staff meetings.

Web Portals

- All mailings and follow-up correspondence will refer to Company's employee portal for additional support and guidance. The employee portal will allow employees to:
 - Upload their dependent eligibility verification documents directly to the Company dependent eligibility processing center.
 - Download forms and letters
 - Determine the overall status of their audit in real time.
 - View detailed explanations and guidance on how to complete the audit if their status is "Incomplete" or "No Response".
 - Confirm dates documents were sent or received.
 - Access FAQs with answers.
 - Review privacy and security policies.
 - Resources for those who may be losing coverage as a result of the audit.
- Company will provide key contacts at Client with access to an employer web portal that will contain an area for its sole access and use for oversight of its audit.

Verification & Document Processing

- All incoming portal uploads, faxes, mail and emails will be captured in Company's document management system. In addition, documents received that contain Company's unique family barcode will automatically be assigned to the corresponding employee record while also providing real-time document receipt status on our web portal. Company handles all mail returns and address updates. All changes and updates logged throughout the audit and are reported to Client on a periodic basis.
- Documentation submitted by employees will be reviewed by Company to determine completeness of the submission. Processing of documentation will cease following the close of audit date, but attached to the employee's record. Company will not assume any responsibility or liability associated with the receipt of falsified or altered documents. Documentation supplied by employees will be presumed to be authentic. If a question as to an item's validity is raised by Company, it will be shared with Client for a determination.



- Following the end of the Final Mailing & Appeals (Phase 3) (“close of audit date”), Client may elect to have Company provide them with electronic copies of all documents received during the course of the audit. Each document file name will be labeled to include the employee unique ID, last name, first name and document number. The document copies will be uploaded in the same format they were received.
- Documentation stored electronically in Company’s systems shall be kept for a period of up to six (6) months from the close of audit date. After six (6) months, electronic data will be securely purged from our systems.
- Company will securely destroy all collected hard copy documentation on a monthly basis for any documents older than 150 days from the date scanned.

Reporting

- Reports will be available to Client on a weekly basis during Initial Mailing (Phase 1) through Final Mailing (Phase 3). The report contains details of each employee and their dependent’s status in the audit. After the Final Mailing (Phase 3) is completed, reporting will indicate the final status of each employee and their dependent(s) included in the audit. An Executive report will also be provided after the conclusion of the Final Mailing (Phase 3). Client will make the final determination of any action to be taken as a result of the audit findings.

2. Fees. Client agrees to pay Company professional fees (“Fees”) equal to the lesser of the Flat Fee or the Calculated Savings whether or not Client actually removes those dependents from benefits coverage.

“Calculated Savings” is defined as the number of non-verified dependents included in the Executive Report multiplied by \$5,000, whether or not the plan sponsor actually removes those dependents from benefits coverage. Sources of non-verified dependents include, but are not limited to those who do not prove that they meet the plan’s eligibility requirements, voluntary withdrawals during an amnesty period, dependents for whom the associated employee fails to submit all documentation requested, and dependents whose audit status is suspended by the plan sponsor during the audit. Calculated Savings do not include dependents suspended due to employee termination or death.

“Flat Fee” is defined as \$30,260, assuming 1,172 employees with dependents subject to the audit (“Expected Number”). If the number of such employees varies by +/- 2% from the Expected Number, the Flat Fee will be adjusted up or down in the amount of \$25.82 for each employee with dependents subject to the audit that is more or less than the Expected Number.

As a condition of receiving this structure for Fees, (i) Client represents and warrants that as a plan sponsor it has not conducted a dependent eligibility audit or otherwise taken systemic action to remove ineligible dependents from its health benefit plan(s) within the last twenty-four months and (ii) Client must have more than 100 employees with dependents subject to the audit.



Company acknowledges that this Agreement and any supplemental agreement or renewal thereof is a commitment of Client's then current year fiscal revenues and that payment obligations of Client created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Client's governing board, then this Agreement may be terminated by Client at the end of the fiscal period for which funds are appropriated and allocated. Client shall provide Company with prompt written notice of any such non-appropriation event. Renewal of this Agreement, if any, shall be in accordance with Tex. Local Gov't Code §271.903 concerning non-appropriation of funds for multi-year contracts.

3. Deposit; Invoice. The Fees will be due as follows:

All services including printing, phones, fax, and postage:	\$ 30,260.00
<u>Invoicing Schedule</u>	
a) Due within 30 days after fully-executing this Agreement and before the Initial Mailing:	\$ 15,130.00
b) Due within 30 days after the Initial Mailing:	\$ 12,104.00
c) Due within 30 days after release of Executive Report:	\$ 3,026.00

Additional fees for handling multiple files and/or formats or requests for reports or extra calls from Client or Client's representative beyond Company's standard scope of services may apply, provided Client approves such fees in writing in advance. This includes change requests related to communications, eligibility or document collection requirements performed after the Initial Mailing.

Should any amount owed remain unpaid for more than thirty (30) days, interest shall accrue on all unpaid amounts at a rate of 1% per month. Company shall be relieved of all obligations to provide services during any period in which payments are delinquent. All project activities are subject to change and will be revised at Company's sole discretion based upon the nature of the delinquent payment(s).

Company acknowledges that this Agreement and any supplemental agreement or renewal thereof is a commitment of Client's then current year fiscal revenues and that payment obligations of Client created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Client's governing board, then this Agreement may be terminated by Client at the end of the fiscal period for which funds are appropriated and allocated. Client shall provide Company with prompt written notice of any such non-appropriation event. Renewal of this Agreement, if any, shall be in accordance with Tex. Local Gov't Code §271.903 concerning non-appropriation of funds for multi-year contracts.



4. Performance Guarantee. Subject to the provisions described here within, Company offers the following guarantees to Client with up to 10% of fees at risk for failing to meet the defined goals.

- 2% of overall Fees at risk for accuracy of documents processed: 99% of documents received will be processed accurately as determined by any changes required after the final weekly report is provided after the close of audit date.
- 2% of overall Fees at risk for timeliness of documents processed: On average, inbound documents (physical or electronic) will be processed within 3 business days based on the receipt date for each item.
- 2% of overall Fees at risk for call center answering: On average, all calls will be answered within 45 seconds.
- 2% of overall Fees at risk for email inquiry responses: On average, inbound email inquiries from employees will be responded to within 2 business days based on the recorded date/time for each inquiry.
- 2% of overall Fees at risk for web-portal availability: Excluding any planned maintenance, the employee web portal will be available 99% of the time.

5. Expenses. All postage, printing, phone, fax, expenses will be the responsibility of Company.



**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: AED Service America

FUNDING AMOUNT: \$27,650.70

ADDRESS: 6 Poquonock Avenue

FUNDING SOURCE: Local Funds

CITY, STATE ZIP: Windsor, CT, 06095

DATE REQUIRED: June 2024

PURCHASING/BID METHOD:

Buyboard Purchasing Cooperative

DESCRIPTION:

Districtwide Annual AED Maintenance and Management Service Plan, 07.01.24 to 06.30.25

JUSTIFICATION:

AED Maintenance and Service

EFFECT ON FUTURE BUDGET YEAR:

n/a

REQUESTED BY:

Michael Stires

DATE:

June 2024

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:

INVOICE

AED Service America Inc
6 Poquonock Ave
Windsor, CT 06095

support@AEDserviceAmerica.com
+1 (860) 970-3250
www.AEDserviceAmerica.com



Bryan Independant School District

Bill to
Karen Byers
Bryan Independant School District
801 S Ennis
Bryan, TX 77803

Ship to
Karen Byers
Bryan Independant School District
801 S Ennis
Bryan, TX 77803

Invoice details

Invoice no.: 15875
Terms: Net 30
Invoice date: 05/23/2024
Due date: 06/22/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		RR Gold	Response Ready GOLD AED Maintenance and Management Plan (Agreement Term: 07/01/2024 through 06/30/2025) 1. Onsite Annual AED Inspection. 2. Online AED Tracking. 3. Recall notification. 4. Online Responder Tracking. 5. Monthly Email Reminders to check AED. 6. Post Event History Download. 7. Event history submission to reporting agencies. 8. Free pad replacement if AED is used for patient treatment. 9. Free battery replacement if AED is used for patient treatment. As determined by each manufacturer. 10. Annual AED In-Service Training.	63	\$438.90	\$27,650.70

11. Free adult pad replacement in compliance with expiration dates. One pair per device.

12. Up to one pair of pediatric pad replacement in compliance with expiration dates for elementary schools that educate children 1-8 years old.

13. Free battery replacement in compliance with expiration date.

14. Onsite AHA protocol upgrades as required.

Total

\$27,650.70

Ways to pay



Contact AED Service America Inc to pay.

Pay invoice

3. Consider Approval of Purchase Over \$50,000 for Special Education Contract Services
4. Consider Approval of a Resolution Setting the Payment Parameters for the Closing of the District on July 8, 2024, Due to Inclement Weather 52

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BRYAN INDEPENDENT SCHOOL DISTRICT
DECLARING A NON-MAKEUP WEATHER DAY

WHEREAS, the Bryan Independent School District Board of Trustees ("Board") recognizes that the City of Bryan and Brazos County, including territory in the Bryan Independent School District ("District") experienced severe weather conditions on July 8, 2024; and,

WHEREAS, in light of inclement weather forecasts, the dangerous weather conditions which were created by the weather events that occurred on July 8, 2024, the District was closed on July 8, 2024 to protect the safety of students and staff; and

WHEREAS, the Board believes it is in the best interests of the District that the employee work calendar remains in effect as originally adopted and that the closure day not be made up; and

WHEREAS, the Board acknowledges that during an emergency closing, most District employees are instructed not to report for work, and other employees may be called upon to provide emergency-related services. The Board concludes that a need exists to address wage payments for employees who are idled and those required to work during emergency closings;

WHEREAS, employees who are instructed not to report to work may suffer a loss of pay unless the workdays are made up at a later date. The Board concludes that compensating employees, contractual and noncontractual, salaried and non-salaried, who suffer a loss in pay due to the one-day emergency closing which is not being made up through a revised employee work calendar serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen.

WHEREAS, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees as provided in DEA(LOCAL), serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff.

IT IS THEREFORE,

RESOLVED, that the Board of Trustees of the Bryan Independent School District hereby authorizes the administration to compensate employees for the one (1) calendar work day when the District was closed, as detailed in the attached memorandum from the Bryan Independent School District Superintendent; and

FURTHER RESOLVED, that nonexempt employees who were required to work during the one-day emergency closing shall be paid at the rate described in DEA (LOCAL).

SIGNED this 15th day of July 2024.

By: _____
Dr Julie Harlin, President, Board of Trustees

ATTEST:

David Stasny, Secretary, Board of Trustees



July 15, 2024

To: Bryan ISD Principals
Bryan ISD District Leadership Team

From: Ginger Carrabine
CC: Board of Trustees

Re: Compensation for Personnel during the district/campus closure on Monday, July 8, 2024

As you are aware, Bryan ISD was closed on Monday, July 8, 2024 due to inclement weather. With school out of session there is no day to make up in the instructional calendar.

It has been decided that it is in the best interest of the district to not adjust the employee work calendar resulting in that day not being made up across the district.

The information below is provided for payroll reporting purposes for July 8, 2024. This information is in accordance with district policy and supported by our Board of Trustees through a resolution passed on July 15, 2024.

Non-Exempt Employees on a work calendar covering July 8, 2024

- All non-exempt (hourly) employees will be paid their regular hourly rate based on their percent of employment but not to exceed 8 hours.
- Non-exempt (hourly) staff that **were** requested to work will be compensated for their work time based on the number of hours physically worked as provided in DEA (LOCAL) .

Exempt Employees on a work calendar covering July 8, 2024

- All exempt employees will be compensated for July 8, 2024 at their regular daily rate.

Employees on leave

- Employees (exempt or non-exempt) who were scheduled to be absent on July 8, 2024 due to personal illness, family illness, personal leave, nonduty days or longevity will not be charged for leave time for that day.
- Employees on Family Medical Leave (FML), Temporary Disability Leave (TDL), Emergency Paid Sick Leave (EPSL) or workers compensation will not be charged for a day of leave towards their protected leave status.
- Employees on unpaid leave on July 8, 2024 remain on an unpaid leave status.

Exceptions

- Non-benefit eligible employees.

For questions, please contact Ms. Brandy Green, Payroll Supervisor (979)209-1018

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BRYAN INDEPENDENT SCHOOL DISTRICT
DECLARING A NON-MAKEUP WEATHER DAY

WHEREAS, the Bryan Independent School District Board of Trustees ("Board") recognizes that the City of Bryan and Brazos County, including territory in the Bryan Independent School District ("District") experienced severe weather conditions on July 8, 2024; and,

WHEREAS, in light of inclement weather forecasts, the dangerous weather conditions which were created by the weather events that occurred on July 8, 2024, the District was closed on July 8, 2024 to protect the safety of students and staff; and

WHEREAS, the Board believes it is in the best interests of the District that the employee work calendar remains in effect as originally adopted and that the closure day not be made up; and

WHEREAS, the Board acknowledges that during an emergency closing, most District employees are instructed not to report for work, and other employees may be called upon to provide emergency-related services. The Board concludes that a need exists to address wage payments for employees who are idled and those required to work during emergency closings;

WHEREAS, employees who are instructed not to report to work may suffer a loss of pay unless the workdays are made up at a later date. The Board concludes that compensating employees, contractual and noncontractual, salaried and non-salaried, who suffer a loss in pay due to the one-day emergency closing which is not being made up through a revised employee work calendar serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen.

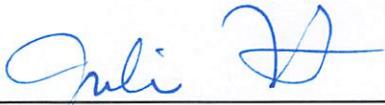
WHEREAS, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees as provided in DEA(LOCAL), serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff.

IT IS THEREFORE,

RESOLVED, that the Board of Trustees of the Bryan Independent School District hereby authorizes the administration to compensate employees for the one (1) calendar work day when the District was closed, as detailed in the attached memorandum from the Bryan Independent School District Superintendent; and

FURTHER RESOLVED, that nonexempt employees who were required to work during the one-day emergency closing shall be paid at the rate described in DEA (LOCAL).

SIGNED this 15th day of July 2024.

By: 

Dr Julie Harlin, President, Board of Trustees

ATTEST:



David Stasny, Secretary, Board of Trustees

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

1. Discuss and Consider Approval of School Unit Interlocal Agreement Between Bryan ISD and the City of Bryan Pertaining to the Provisions of School Resource Officers

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**SCHOOL RESOURCE UNIT INTERLOCAL AGREEMENT
BETWEEN
CITY OF BRYAN
AND
BRYAN INDEPENDENT SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is hereby made and entered into by and between the CITY OF BRYAN, a home-rule municipal corporation organized under the laws of the State of Texas (hereinafter “City”), and the BRYAN INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, (hereinafter “District”), each acting by and through its duly authorized representatives. City and District may be collectively referred to herein as “Parties” or individually as a “Party.”

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the City has established a School Resource Unit (hereinafter “SRU”), with law enforcement officers from the Bryan Police Department (hereinafter “Police Department”) and

WHEREAS, the Parties recognize the outstanding benefits of the SRU to the citizens of the City and to the faculty, students, and parents of the District; and

WHEREAS, it is in the best interest of the Parties and the citizens of the City and the faculty, students, and parents of the District to continue the SRU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS.

The following terms shall have the following meanings when used in this Agreement:

§1.1 “**Chief of Police**” shall mean the Chief of Police of the City of Bryan or his/her designee.

§1.2 “**School Superintendent**” shall mean the School Superintendent of the District or his/her designee.

§1.3 “**School Resource Unit**” shall mean a group of ten officers and one sergeant assigned to an organizational component within the Police Department who work largely on District school campuses.

§1.4 “**Law Enforcement Officer**” shall mean any City of Bryan Peace Officer who has been commissioned under the laws of this state.

ARTICLE II. PURPOSE OF THE AGREEMENT.

§2.1 The purpose of this agreement is for the Police Department to assign uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Unit per the terms of this agreement.

§2.2 The School Resource Officer, hereinafter referred to as “SRO”, will work with the school administrator(s) to maintain a peaceful campus environment and take appropriate action regarding illegal activity occurring on-campus or at school related functions.

ARTICLE III. TERMS OF THE AGREEMENT.

§3.1 This Agreement shall be effective on the 1st day of August 2024, and shall be in effect for a period of one year.

§3.2 The Police Department shall provide SROs to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before June 1st of each year.

(a) As needed, one or more SROs will be available a week prior to the first day of school (8/13/24) for BISD staff training.

(b) A minimum of two (2) SROs will be available for work on summer school campuses.

§3.3 During days that schools are not in session, an SRO is subject to other assignments as determined by the Police Department.

§3.4 This agreement shall be revised and renewed annually.

ARTICLE IV. OBLIGATIONS OF PARTIES.

§4.1 The City, including members of the SRU, shall have the status of an independent contractor for the purposes of this Agreement. A member of the SRU assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRU shall be subject to Police Department control, supervision, policies, procedures and General Orders.

§4.2 All police reports, citations, and other written documents generated by the SRU are the property of the City and will be maintained by the Police Department.

§4.3 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department’s policies as established for its employees. The City shall maintain appropriate Worker’s Compensation and Unemployment Insurance coverage for each member of the SRU in accordance with coverage maintained for all other police officers employed by the City.

§4.4 The Police Department will provide members of the SRU with uniforms and equipment in accordance with Police Department policy.

§4.5 If two-way radios are utilized for intra-campus communication, the District will provide the SRO with a portable two-way radio to enable the SRO to communicate directly with campus administrators.

§4.6 The Police Department will provide members of the SRU with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.

(a) This training and certification takes place throughout the year and may necessitate the temporary absence of the SRO from his/her assigned campus.

(b) The District will provide members of the SRU with necessary training specific to the function of the SRU, including but not limited to the Basic School Resource Officer course approved by the Texas Commission on Law Enforcement and guidelines regarding the Family Educational Rights and Privacy Act (FERPA). The district will be responsible for any and all expenses arising from such training, including travel, lodging and meals in accordance with district policy up to \$10,000.00. The Police Department will provide a vehicle for training travel. The Police Department will control oversight of all other SRU training needs within predetermined budgetary constraints of the Police Department and the District. The District will consult with the Police Department to determine training needs prior to registering or committing to training.

§4.7 When an SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call police dispatch at 361-3888 (non-emergency) or dial 9-1-1 in case of emergency.

§4.8 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, copier, weapon safe for long guns, filing space capable of being secured and access to a computer and/or secretarial assistance.

ARTICLE V. SRU PERSONNEL SELECTION, TRANSFER AND REMOVAL.

§5.1 The SRU Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and a District representative as determined by the District superintendent. The Chief of Police will make the final decision on all appointments and assignments related to the SRU.

§5.2 An SRO may request to transfer to another school. The transfer may be approved provided:

(a) The principals of each affected school agree with the transfer;

(b) The SRU sergeant, Patrol Division Commander and Patrol Services Bureau Commander agree with the transfer; and

(c) The transfer is approved by the Chief of Police.

§5.3 If the District is dissatisfied with the performance of an SRO, the District will notify the SRU sergeant who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRU sergeant cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Patrol Division Commander.

§5.4 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of an SRO in accordance with Police Department policy and civil service guidelines.

§5.5 The Police Department is responsible for providing annual performance evaluations to each member of the SRU, and input from appropriate school personnel will be solicited.

§5.6 The Chief of Police may dismiss or reassign an SRU member based on Departmental guidelines and/or General Orders and when it is in the best interest of the City and/or District.

ARTICLE VI. SCHOOL RESOURCE OFFICER RESPONSIBILITIES.

§6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.

§6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.

§6.3 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security, including Armed Intruder training.

§6.4 The SRU will provide assistance at lockdown and/or evacuation drills conducted by the District.

§6.5 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.

§6.6 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.

§6.7 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the

SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.

§6.8 The SRO shall not act as a school disciplinarian or perform school administrative duties. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.

§6.9 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.

§6.10 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

ARTICLE VII. DISTRICT STAFF RESPONSIBILITIES.

§7.1 Staff will notify an SRO or other police department member without delay when a potential serious crime or incident on campus is reported to District personnel. Serious crimes or incidents include, but are not limited to, death or serious injury of any person on campus, kidnapping, sexual assault and other sex crimes, terroristic threat, or firearm on campus. The Police Department will ensure the District is afforded the opportunity to conduct any administrative investigation parallel with the criminal investigation, including being present in interviews conducted. In case of conflict, however, the criminal investigation will be given precedence over the administrative.

§7.2 When notified by the Police Department, the Brazos County County Attorney's Office or the Brazos County DA's Office of items of evidentiary value under the control of the District, District staff will ensure those items are not altered, damaged, or destroyed prior to being legally appropriated by the Police Department.

ARTICLE VIII. COST SHARING.

§8.1 The District agrees to reimburse the City for seventy-five percent of the annual salaries and fringe benefits for the officers and sergeant involved in the SRU, as well as one half the operation costs of SRU vehicles and one-half of the replacement cost of one fully equipped police vehicle as reflected in Attachment B. The District and the City agree the salary reimbursement rate will remain at seventy-five percent for the 2024/2025 school year. A reevaluation of the salary reimbursement rate and allotted staffing of the SRU will occur in the 2025/2026 school year agreement in anticipation of additional school campuses to be monitored.

§8.2 For annual budgeting purposes, the cost of the SRU will be projected by the Police Department and agreed upon in time for the District and City to incorporate the projection into the annual budget planning process of both entities.

§8.3 The City and District will share the cost of training for the SROs as stipulated in Section 4.6 above.

§8.4 In the event an SRU member works overtime as described in Sections 9.3 and 9.4 below, these hours will be tracked by the SRU Sergeant and the full cost of this approved overtime, including fringe benefits and city expenses, will be paid by the District. A breakdown of overtime costs specific to each SRO at the time of this agreement is included in Attachment C below. In the event those costs change during the school year through raises or other personnel changes, the Police Department will make written notification to the BISD Assistant Superintendent of Business Services.

§8.5 The City will invoice the District quarterly in equal installments of \$256,587.00 each, plus any overtime expenses incurred in accordance with Section 8.4 above. Invoices will be sent on or about October 31, 2024; January 31, 2025; April 30, 2025; and July 31, 2025. The District shall pay within 30 days of invoice date.

§8.6 In the case of long-term absences by an SRO, the Police Department will provide a temporary replacement for the SRO. Absences without replacement coverage for a period of ten or more days will result in proportional financial credit being given to the District on the next quarterly invoice. The amount of credit will be determined by ratio of days missed to school session days in the quarter multiplied by the absent officer's salary and fringe benefit total for the quarter as determined from Attachment C.

§8.7 Other than scheduled spring break, summer break, and Christmas break, in the event school is not in session either campus-wide or district-wide for an extended period, affected officers will be given other police assignments as designated by the Department, and credit will be given the District as listed in Section 8.6 above. In the event of a district-wide hiatus for an entire quarter, the District will not be invoiced and will not be responsible for its portion of SRU costs for that quarter.

§8.8 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice. Further, failure by the City to make demand for payment due is not a waiver of the District's obligation to make timely payment. Further, if the District defaults in the payment of any obligation hereunder, the District is liable for expenses incurred by the City as a result of such default, including but not limited to costs and interest at the rate of one percent (1%) for each month on all past due amounts. The amount of expenses incurred and interest accrued, if any, is deemed to be in addition to any monies due for law enforcement services rendered hereunder.

ARTICLE IX. TIME AND PLACE OF PERFORMANCE.

§9.1 The Police Department will ensure that the SROs report to the campus of their assigned school each day that school is in session during the regular school year. Each SRO will work an 80 hour, two week pay period as determined by the SRU sergeant with input from the school principal or his designate. The SRO's activities will be dedicated to the assigned school campus except for:

- (a) Follow-up home visits when needed as a result of school related student problems.

- (b) School related off-campus activities when the principal requests officer participation and it is approved by the Police Department.
- (c) Response to off-campus, but school-related criminal activity.
- (d) Response to emergency law enforcement activities or court appearances.
- (e) Transport of persons arrested on campus to a detention or holding facility.
- (f) Other official business approved by the SRU sergeant.
- (g) Rover SROs will not be assigned to a particular campus, but will respond as they are needed at the direction of the SRU sergeant.

§9.2 Regular working hours may be adjusted on a situational basis with the consent of the SRU sergeant. These adjustments shall be approved prior to implementation and are intended to cover potential problem areas or scheduled school related activity requiring the presence of a law enforcement officer.

§9.3 Upon written request from the principal (or his/her designate), the SRU Sgt may assign an SRO to work overtime, not to exceed five hours per pay period, for a specific purpose or to address a specific issue on campus. The Police Department will not make overtime assignments under this section outside of a District request.

§9.4 In order to accommodate the need for SRO campus presence during the entirety of a fully scheduled school day in lieu of additional staffing, SROs may work a 9 hour shift requiring an hour of overtime each day. This overtime shall be considered separate from any request originating from District personnel provided in 9.3.

ARTICLE X. TERMINATION AND DEFAULT.

§10.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

§10.2 Except as outlined in Section 8.8 above, if either party breaches this agreement and/or its obligations hereunder, the non-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the event the breach is not cured within the 30 days, the non-breaching party may terminate this Agreement with or without notice.

§10.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final accounting, as of the effective date of the termination, of the District's share of the School Resource Unit and submit an appropriate invoice to the District.

ARTICLE XI. NOTICE.

§11.1 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
Bryan Police Department
P.O. Box 1000
Bryan, Texas 77805

§11.2 Any notice permitted or required to be given to the District, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent of Instructional Services
Bryan Independent School District
801 S. Ennis
Bryan, Texas 77803

§11.3 Notice shall be deemed given upon deposit of the notice in the United States Postal Mail as aforesaid.

§11.4 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

ARTICLE XII. MISCELLANEOUS.

§12.1 Entire Agreement. The Terms and provisions of this agreement constitute the entire Agreement between the City and the District, and no modification of this agreement is effective unless in writing and executed by all parties.

§12.2 No Waiver. Nothing herein shall be construed as a waiver of any defense or immunity that any party is entitled by statute or common law.

§12.3 Severability. If any provision of this agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of the agreement with legal terms and conditions approximating the original intent of the Parties.

§12.4 No Assignment. This agreement and the rights and obligations contained herein may not be assigned by any Party without the prior written approval of the other Party to this agreement.

§12.5 Current Revenues. Each Party shall make payments for the performance of governmental functions or services under this Agreement from current revenues, lawfully available.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective as of the first day of August, 2024 (the “Effective Date”).

Bryan Independent School District

City of Bryan

Julie Harlin, Board President

Bobby Gutierrez, Mayor

Attest:

Mary Lynne Stratta, City Secretary

Approved As To Form.

Thomas Leeper, City Attorney

Approval Recommended.

Dean Swartzlander, Interim Police Chief

School Resource Unit
Interlocal Agreement

ATTACHMENT A

- Stephen F. Austin Junior High School
- Arthur L. Davila Junior High School
- Bryan High School
- Mary Catherine Harris High School/Bryan Collegiate High School/DAEP Campus
- James Earl Rudder High School

**School Resource Unit
Interlocal Agreement**

ATTACHMENT B

**BRYAN POLICE DEPARTMENT
INFORMATIONAL MEMO**

TO: GINGER CARRABINE, BISD SUPERINTENDENT

FROM: DAVID JOHNSON, ASSISTANT CHIEF OF POLICE – PATROL SERVICES BUREAU

THRU: DEAN SWARTZLANDER, INTERIM CHIEF OF POLICE

SUBJECT: SCHOOL RESOURCE UNIT

DATE: JUNE 21, 2024

For the 2024-25 school year beginning in August 2024, we are projecting the cost of the School Resource Unit to be \$1,398,574 based on ten (10) officer positions and one sergeant position allocated to the unit. This figure includes total costs of salaries, benefits, vehicle-operating costs and vehicle replacement costs. Not included is any overtime or training costs as delineated in the 2023-24 Interlocal Agreement.

We are proposing to share the cost of the School Resource Unit with the school district. The BISD share for the 2024-25 school year will be \$1,026,346.

A breakdown of the cost is reflected in the following table.

	SALARIES	BENEFITS	VEHICLE OPERATING COSTS	VEHICLE REPLACEMENT COST
ANNUAL TOTAL	\$957,292	\$350,943	\$23,405	\$66,934
B.I.S.D. SHARE	\$981,176		\$11,703	\$33,467

**School Resource Unit
Interlocal Agreement**

ATTACHMENT C

The overtime coverage (9.4) will be implemented only on days with full schedules and students present on campus. The additional hour per officer per full school day will allow for adequate coverage. The total cost below is the maximum estimated cost addressed in 9.4, as the actual overtime accrual will be impacted during periods of sick leave, vacation, and flexibility of staff development days.

The following is a list of all full calendar days with students present on campus.

School Calendar Year 2024 – 2025

<u>August 2024</u>	<u>September 2024</u>	<u>October 2024</u>	<u>November 2024</u>	<u>December 2024</u>
14	19	18	15	14
<u>January 2025</u>	<u>February 2025</u>	<u>March 2025</u>	<u>April 2025</u>	<u>May 2025</u>
18	19	16	20	15

The total number of full school days for the calendar year 2024-2025 is approximately **168 days**.

The total number of additional hours for 11 Officers is approximately **1848 hours**.
Reimbursement rates per officer (including fringe):

<u>Overtime (hourly)</u>		<u>Requested hours</u>		<u>Overtime (per Officer)</u>
Albarado	\$ 80.55	X	168	\$13,533.20
Bona	\$ 94.54	X	168	\$15,822.44
Fajardo	\$ 59.23	X	168	\$9,950.08
Foster	\$ 75.62	X	168	\$12,703.52
Hayley	\$ 69.88	X	168	\$11,740.12
Haynes	\$ 81.86	X	168	\$13,752.02
Lukach	\$ 71.68	X	168	\$12,037.95

Markantes	\$ 80.55	X	168	\$13,533.20
Popham	\$ 64.62	X	168	\$10,855.74
Pouland	\$ 64.62	X	168	\$10,855.74
Thomas	\$ 66.23	X	168	\$11,126.22
<hr/>				
Total			1848	\$130,769.64

School Leadership

1. Consider Approval of the Student Code of Conduct for the 2024-2025 School Year

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STUDENT CODE OF CONDUCT 2024-2025

ACKNOWLEDGMENT

Student Code of Conduct & Student Handbook Electronic Distribution

Dear Student and Parent:

In Bryan School District, we are committed to maintaining a safe and secure learning environment so that children can reach their full potential. As a result, and in accordance with Texas law, the Bryan Independent School District Board of Trustees has officially adopted the **2024-2025** Student Code of Conduct.

The BISD Student Code of Conduct contains information that the student and the parent may need during the school year. We urge you to read this publication thoroughly and discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or a campus administrator.

Each student and parent should sign the following page in the space provided and return the page to your student's school within the first week of classes. Thank you for taking the time to be well informed. We look forward to a successful school year.

Sincerely,

Ginger Carrabine,
Superintendent

ACKNOWLEDGMENT

Student Code of Conduct & Student Handbook Electronic Distribution

We acknowledge that we have been offered the option to either receive a paper copy of the Bryan Independent School District Student Code of Conduct and Student Handbook for the 2024–2025 school year or to electronically access it on the district’s website. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code of Conduct.

We have chosen to *(please check only 1 box)*:

_____ Receive a paper copy of the Student Code of Conduct and Student Handbook

_____ Accept responsibility for accessing the Student Code of Conduct and Student Handbook on the district’s Web site: <http://www.bryanisd.org>

Printed name of student: _____

Signature of student: _____

Printed name of parent: _____

Signature of parent: _____

Date: _____ School: _____ Grade level: _____

Please sign this page and return it to the student’s school. Thank you.

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STUDENT CODE OF CONDUCT

Purpose

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems. The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the Bryan ISD Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be posted on the district's Web site. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP, expelled or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district's board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the student handbook, the Code shall prevail.

Please Note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily

responsible for maintaining student discipline. The district maintains a current list of the persons serving as a campus behavior coordinator in the Student Handbook or on the district's website at *www.bryanisd.org*.

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

The district has disciplinary authority over a student:

1. During the regular school day, while on school property before or after school, and while the student is going to and from school on district transportation;
2. During instructional days in which a student is allowed to leave campus as per their schedule;
3. While the student is in attendance at any school-related activity, regardless of time or location;
4. For any school-related misconduct, regardless of time or location;
5. When retaliation against a school employee or volunteer occurs or is threatened, regardless of time or location;
6. When criminal mischief is committed on or off school property or at a school-related event;
7. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
8. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
9. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
10. When the student is required to register as a sex offender.

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

A student's clothing, personal property, electronic equipment, method of transportation, or school property used by the student (such as lockers or desks) may be searched when there is reasonable cause to believe the search will reveal articles or materials prohibited by the District.

Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. For more information about searches, please review the District's Student Handbook and district policies at FNF (legal) and FNF (Local).

School administrators will report crimes as required by law and may contact law enforcement regarding suspected criminal activity. Certain acts of misconduct may constitute criminal offenses in addition to violations to the Student Code of Conduct. Because school discipline is independent of criminal proceedings, disciplinary consequences may not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

School Resource Officers Roles and Responsibilities

School Resource Officers (SRO) employed by the district shall have the following roles and responsibilities;

- The SRO will work in conjunction with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.
- The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.
- The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.
- The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.
- The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.
- The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.
- The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.
- The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.

- The SRO shall not act as a school disciplinarian or perform school administrative duties. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.
- The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.
- Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

Reporting Crimes

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

Parent

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

Revoking Transfers

The district has the right to revoke the transfer of a nonresident student for violating the district’s Code of Conduct. The district also has the right to revoke the transfer of an intra-district transfer student as outlined in BISD policy FDB (LOCAL). Upon receipt of a transfer application for an initial transfer request, or when considering a revocation of a student’s transfer from one attendance zone to another, the Superintendent or designee shall consider the following:

- Enrollment at sending and receiving schools;
- Dependability of parent transportation;
- Number of requests in a school year;
- Academic history;
- Attendance history, including late arrivals and pickups;
- Discipline history;
- Previous attendance as a transfer student;
- Socioeconomic balance of the requested campus;
- Participation in extracurricular activities;
- Accuracy of the information submitted;
- UIL rules and regulations must be met;
- Compliance with time lines established in campus handbooks; and
- Other criteria as noted on the transfer application.

Participating in Graduation Activities

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

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. Students with any misconduct in violation of the district's Code of Conduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation will be ineligible to have a speaking role in graduation activities.

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

Unauthorized Persons

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

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

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes and be on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.

- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned and operated by the district and all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting as detailed in that section.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct on school buses.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyber-bullying, harassment, or making hit lists. (See glossary for all **four** terms.)
- **Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.**
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.

- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.
- Support or promote a student in the mistreatment of other (e.g., recording a fight, posting on social media, failing to report such behavior).

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief see DAEP Placement or Expulsion.)
- Deface or damage school property—including textbooks, lockers, furniture, and other equipment—with graffiti or by other means including senior pranks.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft even if it does not constitute a felony according to the Texas Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A stun gun;
- A firearm
- A firearm silencer or suppressor
- A pocketknife, a location-restricted knife or any other small knife;

- Knuckles;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, vaporizers or smoking products; students are also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco.
- Electronic cigarettes and any component, part or accessories for an e-cigarette device;
- K2 or synthetic marijuana;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. (For weapons and firearms see DAEP Placement and Expulsion.)
- Hemp-derived products and CBD based oil

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug (For illegal drugs, alcohol, and inhalants see DAEP Placement and Expulsion.)
- Possess or sell seeds or pieces of marijuana.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for “paraphernalia.”)
- Possess, use, abuse or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See glossary for “abuse.”)
- Abuse over-the-counter drugs. (See glossary for “abuse”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See glossary for “under the influence.”)

- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including but not limited to computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten district students, employees, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment.
- Send, post, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment.
- Use e-mail or Web sites to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment.

For additional information, please reference BISD policy CQ.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in oral or written exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.

- Discharge a fire extinguisher without valid cause, and/or triggering a fire alarm.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook.
- Engage in academic dishonesty which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.
- A student whom makes false accusations or provides false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or district employee can be subject to disciplinary actions and consequences.

The district may impose campus or classroom rules in addition to those found in the Code.

Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline techniques. Discipline shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Because of these factors, discipline for a particular offense, unless otherwise specified by law, may bring into consideration varying techniques and responses.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law shall prevail. **For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).**

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

- In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
 - The ARD Committee must determine if the behavior has a direct and substantial relationship to the student's disability before proceeding with out of placement discipline measures.
 - The ARD Committee must also determine if the student's IEP plan was implemented with fidelity.
 - Additionally, The ARD Committee must determine if the student's IEP can be implemented in the disciplinary placement.

For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:

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

The district determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. The district's determination is subject to review through due process and judicial proceedings.

School personnel may remove a student with a disability who violates a student code of conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those alternatives are applied to children without disabilities. 20 U.S.C. 1415(k)(1)(B); 34 C.F.R. 300.530(b)(1). A district is required to provide services during the period of removal if the district provides services to a child without disabilities who is similarly removed. 34 C.F.R. 300.530(d)

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the Texas Education Agency (TEA) or a school district;
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or a school district; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the district.

20 U.S.C. 1415(k)(1)(G); 34 C.F.R. 300.530(g)

The ARD committee shall determine the interim alternative education setting. 20 U.S.C. 1415(k)(2). The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)

~~A district may remove a special education student who violates the district's code of conduct from the current placement for not more than 10 cumulative school days, and for additional removals of not more than 10 cumulative days in the same school year for separate incidents of misconduct (as long as those removals do not constitute a "change of placement" under 34 Code of Federal Regulations, §300.536...4). For disciplinary removals that amount to a change of placement a student's admission, review, and dismissal (ARD) must determine whether the misconduct in question was manifestation of the student's disability. However, a district may remove a special education student to an interim alternative education setting for not more than 45 school days without regard to whether the misconduct was manifested of the student's disability if the misconduct involved weapons, drugs, or serious bodily injury.~~

~~A special education student who is removed for 10 or more cumulative school days in the same school year must continue to receive educational services in order to participate in the general~~

~~education curriculum, although in another setting, and to progress toward meeting the individualized education program (IEP) goals. A district is required to provide educational services during periods of removal to a special education student who has been removed for 10 school days or fewer in a school year only if it provides services to a child without disabilities who is similarly removed.~~

†

~~34 CFR, §300.536(a): For purposes of removal of a child with a disability from the child's current educational placement under Sec. Sec. 300.530 through 300.535, a change of placement occurs if— (1) The removal is for more than 10 consecutive school days; or (2) The child has been subjected to a series of removals that constitute a pattern— (i) because the series of removals total more than 10 days in a school year; (ii) Because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and (iii) Because of such additional factors as the length of each removal, and the proximity of the removals to one another.~~

Techniques

The following discipline management techniques may be used—alone or in combination—for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written
- Cooling-off time or “time-out”
- Seating changes within the classroom or vehicles owned and operated by the district.
- Peer mediation
- Restorative Practices
- PBIS (Positive Behavioral Interventions & Supports)
- Community Services
- Temporary confiscation of items that disrupt the educational process
- Rewards or demerits
- Behavioral contracts
- Counseling by teachers, counselors, or administrative personnel
- Parent-teacher conferences
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy
- Detention, including outside regular school hours
- Sending the student to the office or other assigned area, or to Discipline Management Classroom I (DMC I) and Discipline Management Classroom II (DMC II)
- Assignment of school duties such as community service
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations
- Penalties identified in individual student organizations' extracurricular standards of behavior

- Withdrawal or restriction of bus privileges, except for students qualifying for special transportation
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code
- Placement in a DAEP, as specified in the DAEP section of this Code
- DAEP plan for drug intervention program, aggressive behaviors
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code
- Expulsion, as specified in the Expulsion section of this Code
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district
- Other strategies and consequences as determined by school officials

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.

- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action.

If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Transportation

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher or campus administration, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG

(LOCAL). A copy of the policy may be obtained from the principal's office or the central administration office or through Policy on-line at the following address:

<http://www.bryanisd.org>.

(See page 18 for additional information regarding an appeal related to a DAEP placement or an expulsion.)

Consequences shall not be deferred pending the outcome of a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal laws, including the Title IX formal complaint process. See policies FFH (Legal) FFH (Local).

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher or administrator **may** remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom. A teacher **may** also initiate a formal removal from class if:

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

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent; the student; the teacher, in the case of removal by a teacher; and any other administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the misconduct and the consequences. The student shall have an opportunity to give information regarding the incident.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom
- DMC I/DMC II
- Out-of-school suspension
- DAEP

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning Student to Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent, if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

In deciding whether to order out-of-school suspension, the district shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
5. A student's status in the conservatorship of DFPS; and
6. A student's status as a student who is homeless

A student enrolled in “a grade level below grade three” may not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off of school property, the student engaged in:

1. Certain conduct related to weapons.
2. Conduct that contains the elements of a violent offense
3. Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of:
 - a. Marijuana or a controlled substance
 - b. A dangerous drug; or
 - c. An alcoholic beverage, as defined.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

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

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the behavior in question. The student shall be given the opportunity to explain the incident before the administrator’s decision is made.

The number of days of a student’s suspension shall be determined by the campus behavior coordinator, but shall not exceed three school days.

The appropriate administrator shall determine any restrictions on participation in school sponsored or school-related extracurricular and co-curricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn’t require the use of the internet.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 4 and secondary classification shall be grades 5 - 12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
5. A student's status in the conservatorship of DFPS; and
6. A student's status as a student who is homeless

See **Students with Disabilities** for specific information related to discipline of students.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student **may** be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)

- Involvement in criminal street gang activity. (See glossary.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent’s designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses involving injury to a person in Title 5 (see glossary) of the Texas Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student’s presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The appropriate administrator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
- Engages in conduct punishable as a felony.
- Commits an assault (see glossary) under Texas Penal Code 22.01(a)(1).
- Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, **THC**, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for “under the influence.”)
- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).

- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Texas Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see glossary),
 2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim’s parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Emergencies

In an emergency (school safety concerns), the principal or the principal’s designee may order the immediate placement of a student in a DAEP for any reason for which placement in a DAEP may be made on a non-emergency basis.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student’s parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an

explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Placement Order

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

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

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework

Length of Placement

The duration of a student's placement in a DAEP shall be determined by the campus behavior coordinator.

The duration of a student's placement shall be determined on a case-by-case basis. DAEP placement shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year except as provided below. Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

While placed in DAEP, students will continue to participate in all district and state mandated testing.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended placement is in the best interest of the student.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the DAEP principal and the home campus principal must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see glossary) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding with the DAEP Administrator.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration. Appeals regarding the decision to place a student in a DAEP should be addressed to the District Hearing Officer in accordance with policy FOC (LEGAL). The Executive Directors of School Leadership will serve as the District Hearing Officers and may be contacted at (979) 209-1075. The request for an appeal must be in writing and must be received by the District Hearing Officer within 3 days of the date of the DAEP order. The District Hearing Officer will schedule within 5 days a conference with the student and parent. During the conference, strict rules of evidence will not apply and no right of cross-examination will exist. Information presented at the conference must be relevant to the circumstances surrounding the alleged misconduct or the consequences being assessed.

Appeal letters may be mailed or delivered to: School Leadership Department, 801 S. Ennis Street, Bryan, Texas 77803.

All other appeals regarding a placement in a DAEP should be addressed in accordance with policy FNG (LOCAL). A copy of this policy may be obtained from the principal's office or the central administration office or through Policy online at the following address:

<http://www.bryanisd.org>.

Disciplinary consequences shall not be deferred pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the District Hearing Officer.

Restrictions during Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless the student has a disability for which the ARD committee has determined that special transportation is necessary in order for the student to access their educational program.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a status review, including academic status, by the DAEP administration at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

The office of the prosecuting attorney shall notify the district if a student was placed in a DAEP for certain offenses including any felony, unlawful restraint, indecent exposure, assault, deadly conduct, terroristic threats, organized crime, certain drug offenses, or possession of a weapon, and:

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

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review. After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal during Process

When a student violates the District's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district. The district may place the student in the district's DAEP or a regular classroom setting.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement occurs, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the administration must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement. A hearing conference must be held to determine placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Student

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference with the District Hearing Officer. The Executive Directors of School Leadership will serve as the District Hearing Officer and may be contacted at (979) 209-1075. The request for an appeal must be in writing and must be received by the District Hearing Officer within 3 days of the date of the placement order. The District Hearing Officer will schedule within 5 days a conference with the student and parent. Any decision of the District Hearing Officer under this section is final and may not be appealed. Appeal letters may be mailed or delivered to: School Leadership Department, 801 South Ennis Street, Bryan, Texas 77803.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Texas Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student’s conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the Expulsion Hearing Officer who must determine that in addition to the circumstances above that allow for the expulsion, the student’s presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district’s students.

Any decision of the Expulsion Hearing Officer under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board’s designee at intervals not to exceed 120 days. In the case of a high school student, the student’s progress toward graduation and the student’s graduation plan shall also be reviewed. At the review, the student or the student’s

parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
5. A student's status in the conservatorship of DFPS; and
6. A student's status as a student who is homeless

Discretionary Expulsion: Misconduct That May Result in Expulsion

Any Location

A student **may** be expelled for:

- Engaging in the following, no matter where it takes place:
 - Engaging in bullying that encourages a student to commit or attempt to commit suicide.
 - Inciting violence against a student through group bullying.
 - Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a) (1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student, without regard to where the conduct occurs:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.

- Capital murder.
- Criminal attempt to commit murder or capital murder.
- Aggravated robbery.
- Breach of computer security.
- Engage in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. (See glossary for “under the influence.”)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a) (1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary)
- Carrying on or about the student’s person a handgun, an illegal knife, or a club, as these terms are defined by state law. (See glossary)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary)
- Possession of a firearm, as defined by federal law. (See glossary)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.

- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Use, exhibition, or possession of a firearm (as defined by state law), an illegal knife, a club, or prohibited weapon, or possession of a firearm (as defined by federal law).

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in DAEP

A student **may** be expelled for engaging in documented serious misbehavior that violates the district’s Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, Penal Code;
 - b. Indecent exposure under Section 21.08; Penal Code;
 - c. Criminal mischief under Section 28.03, Penal Code;
 - d. Personal hazing under Section 37.152; or
 - e. Harassment under Section 42.07(a) (1), Penal Code, of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student must be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district’s control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and

authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Texas Penal Code

Carrying on or about the student's person the following, as defined by the Texas Penal Code:

- A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored shooting sports competition, or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG (LEGAL).]
- A location restricted knife as defined by state law. (See glossary.)
- A club, as defined in state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See glossary.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Emergency

In an emergency, the Expulsion Hearing Officer **may** order the immediate expulsion of a student for any reason for which expulsion may be made on a non-emergency basis.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

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

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The Expulsion Hearing Officers conduct due process hearings and expel students. Mrs. Crystal Goodman, Mrs. Linda Montoya, and Dr. Brian Merrell, Executive Directors of School Leadership, are the district's designated Expulsion Hearing Officers.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and will base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

After the due process hearing, if the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Expulsion Hearing Officer shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent or other appropriate administrator may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal during Process

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions during Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion occurs, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

Bryan Independent School District

Code of Conduct

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Texas Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Alcohol Beverage: Those substances as defined in Texas Alcohol Beverage Code § 1.04.

Armor-piercing ammunition is handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - 1) Knowing that it is within the limits of an incorporated city or town,
 - 2) Knowing that it is insured against damage or destruction,

- 3) Knowing that it is subject to a mortgage or other security interest,
 - 4) Knowing that it is located on property belonging to another,
 - 5) Knowing that it has located within it property belonging to another, or
 - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
 3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damages or destroys a building belonging to another, or
 - b. Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Texas Penal Code 22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Bodily Injury: Physical pain, illness, or impairment of a physical condition.

Breach of computer security: Includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

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

4. Infringes on the rights of the victim at school.

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

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

Campus Behavior Coordinator (CBC) is primarily responsible for maintaining student discipline. CFISD has designated the principal, associate principal and assistant principals as Campus Behavior Coordinators.

Chemical dispensing device is a device designed, made, or adapted for the purpose of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Classroom Disruption: is any behavior that violates the rules of a particular classroom and interferes with the teacher's opportunity to present material or any other student's opportunity to concentrate on the material or assignment.

Club is an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, mace, and tomahawk are in the same category.

Controlled Substance: ~~Substances as defined in Chapter 481 of the Texas Health & Safety Code or 21 U.S.C § 801 et seq.~~ a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous Drug: Substances as defined in Chapter 483 of the Texas Health and Safety Code.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, social media, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly Conduct: Recklessly engaging in conduct that places another in imminent danger of serious bodily injury, or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

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

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

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discipline Management Classroom I (DMC I) is a 1 to 3-day removal from a student's regular class schedule for students who have violated the Student Code of Conduct. In this classroom, a student will receive support in redirecting behavior. Students in this self-contained placement will receive academic instruction.

Discipline Management Classroom II (DMC II) is a 4 to 28-day removal from a student's regular class schedule for students who continue to violate the Student Code of Conduct, students who exhibit aggressive behaviors, or students who engage in other serious violations at principal's discretion. In this classroom, a student will receive support in redirecting behavior while also teaching the student the expectations of the instructional environment. Students in this self-contained placement will receive academic instruction. A placement in DMC II requires Executive Director of School Leadership approval.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False Alarm or Report occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Fighting: Two or more persons engaged in any mutual violent or physically aggressive contact toward each other.

Firearm (Federal law): (1) any weapon, including a starter gun, that will, is designed to, or may readily be converted to expel a projectile by the action of explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm, or (4) any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, missile, rocket, or mine.

Firearm (State law): Any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

Gambling is the act or activity of betting money in a card or dice game.

Gang: An organization, combination, or association of persons composed wholly or in part of students that: (1) seeks to perpetuate itself by taking in additional members on the basis of the decision of the membership rather than on the free choice of the individual, or (2) that engages in illegal and/or violent activities. In identifying gangs and associated gang attire, signs, or symbols, the District will consult with law enforcement authorities.

Graffiti are markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;

- g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is an intentional or reckless act, on or off campus, by one person alone or acting with others, that endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

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

Indecent Exposure: Those acts defined in Texas Penal Code §21.08.

Intent: The design, resolve, determination, or state of mind with which a person acts, ordinarily proven through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause result, an awareness that the conduct is reasonably certain to cause the result, or disregard of substantial and justifiable risk when there is an awareness that the circumstances exist or the result will occur. The fact that a student may not have been motivated by a desire to violate the SCC does not preclude imposing a disciplinary consequence so long as the student intended to engage in the underlying conduct that violated the SCC.

Knife: A hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing, including a switchblade.

Knuckles are any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Location-restricted Knife: A knife with a blade over 5 ½ inches; hand instrument designed to cut or stab another by being thrown; dagger, including but not limited to a drink, stiletto, and poniard; bowie knife; sword; or spear.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Persistent: Three or more violations of the SCC or repeated occurrences of the same violation.

Possession means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any other school property used by the student, including but not limited to a locker or desk.

Prohibited Weapons is a prohibited weapon includes the following items: armor-piercing ammunition, chemical dispensing device, explosive weapon, firearm silencer, knuckles, machine gun, short-barrel firearm, zip gun, or tire deflation device.

Public Lewdness means those acts defined in Texas Penal Code §21.07.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free

choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are accepted from this definition.

Reasonable belief is a determination made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

Retaliation means harming or threatening to harm another:

1. An account of their service as a District employee or volunteer
2. To prevent or delay another's service to the District, or
3. Because the person intends to report a crime.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious disruption: is any behavior that violates the rules of a school and interferes with the instructional learning environment.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, Penal Code;
 - b. Indecent exposure under Section 21.08; Penal Code;
 - c. Criminal mischief under Section 28.03, Penal Code;
 - d. Personal hazing under Section 37.152; or
 - e. Harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

Serious or persistent misbehavior includes but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.

- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Sex Offender is a student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who:

1. Is no longer required to register as a sex offender under Chapter 62
2. Is exempt from registering as a sex offender under Chapter 62
3. Receives an early termination of the obligation to register as a sex offender under Chapter 62.

Sexual Harassment means unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or conduct prohibited by District policy FFH or FNC that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student’s performance; creates an intimidating, threatening, hostile, or offensive educational environment; affects a student’s ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student’s educational opportunities.

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

Switchblade is any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or centrifugal force. The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

Telecommunications Device is any type of device that:

1. Emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or
2. Permits the recording, transmission, and/or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. It does not include an amateur radio under control of someone with an amateur radio license.

Terroristic threat is a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;

2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Section 46.01 of the Penal Code as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 offenses are those that involve injury to a person and include murder; kidnapping; assault; aggravated assault; sexual assault; aggravated sexual assault; unlawful restraint; indecency with a child or disabled individual; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; deadly conduct; terroristic threat; aiding a person to commit suicide; and tampering with a consumer product. [See FOC (EXHIBIT)]

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Usable Volatile Chemicals: Those substances as defined in Texas Health and Safety Code § 485.001.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

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

Closed Session

1. Discuss Issues Pertaining to Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee - Texas Government Code Chapter 551.074
2. Pursuant to Texas Government Code Sections 551.0821, Deliberation Concerning a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed
3. Discuss Issues Pertaining to Network Security Assessments and Information and Deployment of Critical Infrastructure/Security Devices - Texas Government Code 551.089

Reconvene in Open Session

ADJOURN

In accordance with the Texas Open Meetings Act Subchapters D and E of Chapter 551, Texas Government Code (§551.071 Attorney/Client Consultation, §551.072 Real Estate, §551.073 Contracts for Gifts or Donations, §551.074 Personnel Matters, §551.075 Investments, §551.076 Security Devices, §551.082 Discipline of Student or Employee Complaint, §551.0821 Personally Identifiable Student Information, §551.083 Employee Groups Consultation, §551.084 Exclusion of Hearing Witnesses), the board may enter closed meeting to deliberate any subject authorized by Subchapters listed.