



A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, February 17, 2025, beginning at 6:00 PM in the Boardroom of the Administration Building, 801 South Ennis Street, Bryan, Texas 77803, where a quorum of the Board of Trustees will be present.

The subjects to be discussed, considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting agenda. A closed meeting may be held at any time during the open meeting as authorized by various sections of the Texas Government Code. When this occurs, a formal statement will be made by the president or presiding officer of the Board of Trustees.

1. Call to Order

2. Welcome

3. Pledges of Allegiance

4. Spotlight

4.A. Auxiliary Employees of the Month

4.B. Recognition of Bryan High School Student, Christian Eddington, Two-Time Texas All-State Choir Member

5. Superintendent Update

5.A. Superintendent Update - Student, Staff, and Community Celebrations

6. Standing Committees

6.A. Teaching and Learning Committee Update - Teacher Incentive Allotment (TIA), Advanced Academics Recruitment, and the Annual Report

6.B. City School Committee Update - Bryan ISD CTE Award, Strategic Long-Range Planning, and Legislative Priorities

6.C. Executive Committee Update

7. Public Comment

8. Consent Agenda

8.A. Consider Approval of the Meeting Minutes for January 13 and January 27, 2025



BRYAN ISD BOARD OF TRUSTEES MEETING

The Bryan ISD Board of Trustees met for a regular meeting on January 13, 2025, 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:

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

CALL TO ORDER REGULAR MEETING

Board President David Stasny called the meeting to order at 12:03 p.m. A warm welcome was extended to all in attendance.

Citizens' Comment

No comment cards were presented.

ITEMS FOR DISCUSSION AND OR ACTION CONSENT AGENDA

A **motion** was made by Leo Gonzalez, II, and seconded by Felicia Benford to approve all the items listed on the consent agenda as presented.

- Closeout of the Secondary Renovations Project
- Truancy Grant Resolution

The motion passed unanimously.

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

CONSIDER APPROVAL OF PURCHASE OVER \$50,00 FOR A REACH FORKLIFT

Assistant Superintendent of Business Services Kevin Beesaw and Director of School Nutrition Sandra Baxter reported that School Nutrition Services is requesting the purchase of a reach truck from Briggs Equipment for \$61,959.60. This purchase will supplement the 2006 reach truck for the move to Haliburton. Given the current truck's age and hours, the administration recommends purchasing a new truck. The current truck will be used for additional capacity until the cost exceeds its value.

The reach truck is part of the TDA-Approved Excessive Fund Balance Plan, which outlines the department would meet the departmental needs while reducing its excess funds in the fund balance.

A **motion** was made by Leo Gonzalez, II, and seconded by Ruthie Waller to approve the purchase of a reach truck in the amount of \$61,959.60 from Briggs Equipment, as presented. *The motion passed unanimously.*

CONSIDER PURCHASE OVER \$50,000 FOR POPULATION AND SURVEY ANALYSIS (PASA)

Assistant Superintendent of Business Services Kevin Beesaw presented the district's strategic planning process, which is vital in assessing the district's current status and future needs.

Following a comprehensive discussion, the Board decided to table the agenda item regarding the PASA purchase. This decision was made to ensure that all necessary information is gathered from the proposed vendor, demonstrating the Board's dedication to making well-informed decisions.

Closed Session

CONVENE IN CLOSED SESSION

Board President David Stasny called for a closed session at 12:38 p.m. as authorized by *Texas Government Code Chapter 551.074, 551.0821, 551.071, 551.087, and 551.076* 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 551.0821, DELIBERATION CONCERNING A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED

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.

DISTRICT VULNERABILITY ASSESSMENT REVIEW - TEXAS GOVERNMENT CODE CHAPTER 551.076

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

Reconvene in Open Session

The Board reconvened in an open session at 3:21 p.m. The Board took no action during the closed session.

ADJOURN

There being no further business, the meeting adjourned at 3:22 p.m.

President

Secretary



BRYAN ISD BOARD OF TRUSTEES MEETING

The Bryan ISD Board of Trustees met for a regular meeting on January 27, 2025, 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:

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

CALL TO ORDER REGULAR MEETING

Board President David Stasny called the regular meeting to order at 6:00 p.m. and welcomed all attendees.

Pledges of Allegiance

Student Ambassadors from Jane Long Intermediate led the audience in the pledges to the American and Texas flags.

Intermediate & High School Teachers of the Month

Principal Becky Ryberg introduced Malinda Hafley, Rayburn Intermediate Teacher of the Month for January 2024. Principal Michael Gibson introduced Christina Greene as Jane Long's Intermediate Teacher of the Month, and Principal Alfred Scott from Sadberry introduced Kevin Haliburton.

Representing the secondary teacher of the month was Rudder High School teacher Stephen Howard. Assistant Principal Ebony Davis introduced Mr. Howard.

All Teachers of the Month were recognized for exhibiting outstanding Essential 8 "E8" characteristics in their classrooms and throughout their campuses. Each teacher received a certificate of appreciation and a gift card from Truist Bank.

Recognition of Bryan High School Viking Theatre to TexasThespians, State Theatre Competition Superior Rating, and Advancement to Nationals

Assistant Director of Fine Arts Jacob Justice proudly introduced multiple students from Bryan High School who received a rank of superior at the 2024 Texas Thespian Competitions. The superior rating is a significant achievement in the field of theatre, as the award is the highest given by the State of Texas and allows these students to advance to the National Level.

Recognition of Bryan ISD's Career and Technical Education (CTE) Program Designated as District of Distinction

Deputy Superintendent Dr. Brian Merrell recognized the Administrators, Teachers, and staff for receiving the 2025 Career and Technical Association of Texas award for CTACT District of Distinction. This award is a significant achievement and a testament to our district's commitment to providing high-quality career and technical education. Out of over 1,200 school districts in Texas, Bryan ISD was one of only 38 selected to receive the 2025 CTAT District of Distinction Award. Bryan ISD and Conroe ISD were the only two districts chosen in Region 6. This recognition is a clear indication of the value and appreciation for the hard work and dedication of our CTE Program.

Recognition of Bryan High School Viking Graphic Arts (VGA) Club for the Design and Creation of the Essential Ambassador Characters

Deputy Superintendent Dr. Brian Merrell introduced Brian Magouirk, a Bryan High School Tech Systems Teacher, and VGA Club Students. They designed and created the BISD Essential Ambassadors Characters featured in the Downtown Lighted Christmas Parade. The float icons won second place in the 2024 parade, a testament to the talent, creativity, and dedication of our students.

Spotlight on Family Engagement

Assistant Principal Ebony Davis stated that Rudder's student council organized a unique Car Smash Fundraiser. This innovative approach to community engagement plays a crucial role in our students' success. The Rudder Administration thanked the Contreras family, in partnership with BYOT Auto Parts and Blacktop Towing, for providing the vehicle used for this fundraiser.

Superintendent's Update - Recognition and Celebration of Students, Staff, School Board of Trustees, and Community Events

Superintendent Ginger Carrabine updated the audience on the activities of students and staff across the district, highlighting their achievements and contributions to the Bryan ISD community. January 2025 was proclaimed as National School Board Appreciation Month. The Bryan ISD Board was recognized for their many contributions to the students and staff of the District. A community pep rally showcasing Spring athletics was a huge success, while the Annual Night to Shine Prom was a true Red Carpet event. The BHS Mariachi Los Vikingos continue to receive awards and recognition for their hard work. Intermediate campuses were celebrated as they took part in an invitational basketball tournament. The Middle School and High School Information Nights were successful, with many parents and students attending. These monthly celebrations are a tribute to the testament to the dedication to community engagement.

Closed Session Part I

CONVENE IN CLOSED SESSION

President David Stasny called for a closed session on the subjects allowed at 6:53 p.m., as authorized by Texas Government Code Chapters 551.071 and 551.087.

CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL REQUIREMENTS AND FINANCIAL TERMS OF A REQUEST TO AMEND CHAPTER 313 AGREEMENT WITH FUJIFILM - TEXAS GOVERNMENT CODE SECTIONS 551.071 AND 551.087

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

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

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

Reconvene in Open Session

The Board reconvened in an open session at 8:01 p.m. No action was taken during the closed session.

CONSIDER APPROVAL OF AGREEMENT AMENDMENT NO. 1 WITH FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC (1621)

A **motion** was made by David Stennis and seconded by Joel Bryan to approve Agreement Amendment No. 1 with Fujifilm Diosynth Biotechnologies Texas, LLC (1621) as recommended by counsel and the District's consultants. *The motion passed unanimously.*

Committee Update

Finance Committee - Update on Demographic Study

Trustee Leo Gonzalez, II reported that the committee had met with the district Administration and Population and Survey Analysts (PASA) representative. Representatives from PASA provided excellent feedback on the services that will be provided, enrollment trends, and capacity needs as the district begins the strategic planning process to assess the current status and future needs for the district.

Citizen Comments

Olivia Lesnick- 2025-2026 High School Schedule Change.

Information Items

Career and Technical Education Update and Expansion

Deputy Superintendent Dr. Brian Merrell, Assistant Career and Technical Education (CTE) Director Laura King, and Career and Technical Education Program Specialists Parker Knutson and Kacie Marchant provided an update on Bryan ISD's Career and Technical Education implementation with MC Harris. In 2022, the district began a conversation to expand CTE to MC Harris. In 2023, an evaluation was conducted for moving portables to the former MC Harris location and Career and Technical Education Complex (CETC), and in 2024, CTE courses were

started for 9th and 10th graders, and students in 11th and 12th grade were allowed to complete programs at Bryan and Rudder High Schools.

Students' progress will continue. 11th and 12th graders will continue to work with campuses to complete other CTE programs not currently offered.

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 December 2, 2024
- Meeting Minutes December 16, 2024
- Financial Statements and Purchasing Report for December 2024
- Resolution Setting the Payment Parameters for the Closing of the District on January 21-22, 2025, Due to Inclement Weather

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

CONSIDER PURCHASE REQUEST OVER \$50,000 TO ENGAGE POPULATION AND SURVEY ANALYSIS (PASA) TO DO A DEMOGRAPHIC STUDY

Assistant Superintendent of Business Services Kevin Beesaw reported that the Administration recommends a demographic study to gauge the estimated future enrollment. It is necessary to examine enrollment trends and capacity needs and how that might impact future under/over utilization of current facilities and/or to reduce or increase overall facility capacity needs. The district recommended using Population and Survey Analysts (PASA) to complete a full demographic study. An overview of the process and methodology used to produce the needed information to be incorporated into the strategic planning process was discussed. The entire timeline for the process is approximately 4 months. The findings of the demographic study will be completed and presented to the Board at a future board meeting.

A **motion** was made by Leo Gonzalez, II, and seconded by Joel Bryan to approve the contract with Population and Survey Analysts (PASA) in the amount of \$56,700 as presented. *The motion passed unanimously.*

Technology

CONSIDER APPROVAL FOR PURCHASE OVER \$50,000 FOR INTERNET TRANSPORT AND ACCESS

Director of Technology Services Rob Hayes stated that the Technology Services Department was recommending a contract for internet transport access. Technology Services sought approval for a 1-year contract with four voluntary extensions with Cebridge Telecom TX, LP d/b/a Optimum as the best value-winning vendor for the Internet Transport and Access for E-Rate Application Request for Proposals. The contract will provide internet connectivity to the Bryan ISD network and allow the district to continue to take advantage of internet-based resources. If funded through E-Rate, Bryan ISD will pay \$3,240, 10% of the annual bid price of \$32,400.

A **motion** was made by Dr. Julie Harlin and seconded by Felicia Benford to approve the contract with Cebridge Telecom TX, LP d/b/a Optimum for the Internet Transport Access eRate Application in the amount of \$32,400, as presented. *The motion passed unanimously.*

Closed Session Part II

CONVENE IN CLOSED SESSION

President David Stasny called for a second closed session on the subjects allowed at 8:50 p.m., as authorized by Texas Government Code Chapters 551.074, 551.0821, and 551.071.

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.

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.

DISCUSSION REGARDING SUPERINTENDENT EVALUATION - TEXAS GOVERNMENT CODE 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 9:58 p.m. No action was taken during the closed session.

SUPERINTENDENT EVALUATION - TEXAS GOVERNMENT CODE 551.074

No action was taken. The agenda item will be added to an upcoming meeting.

ADJOURN

There being no further business, the meeting adjourned at 9:59 p.m.

President

Secretary

8.B. Consider Approval of Financial Statements for January 2025

Bryan ISD Monthly Update - Budgeted Funds

General Fund

January 2025

	Adopted Budget	7 Months January 2025	Estimated Budget Remaining	January Actual
Revenues:				
Local and Intermediate Sources	90,213,000	58,255,854	31,957,146	38,188,640
State Programs	74,890,000	57,189,428	17,700,572	745,183
Federal Programs	5,650,000	5,888,607	(238,607)	21,233
Total Revenues	170,753,000	121,333,888	49,419,112	38,955,056
Expenditures:				
11 Instructional	107,736,309	48,809,096	58,927,213	8,350,400
12 Instructional Resources	1,654,568	855,032	799,536	138,007
13 Instructional Staff Development	3,177,100	2,083,885	1,093,215	318,154
21 Instructional Leadership	4,335,529	2,330,869	2,004,660	284,609
23 Campus Administration	11,197,614	6,810,698	4,386,916	984,323
31 Guidance and Counseling	6,504,204	4,342,519	2,161,685	634,554
32 Social Work Services	231,390	292,649	(61,259)	43,903
33 Health Services	2,059,324	1,062,064	997,260	179,296
34 Student Transportation	7,921,236	4,259,408	3,661,828	618,457
35 Food Services	25,000	-	25,000	-
36 Cocurricular / Extracurricular	4,240,419	2,383,683	1,856,736	329,037
41 General Administration	4,685,099	2,870,254	1,814,845	388,357
51 Plant Maint. And Operations	16,509,790	11,364,928	5,144,862	1,197,655
52 Security and Monitoring	1,703,426	929,756	773,670	66,816
53 Data Processing Services	2,681,296	2,119,880	561,416	167,931
61 Community Services	113,121	145,502	(32,381)	15,873
71 Debt Services	835,000	417,302	417,698	-
72 Debt Services - SECO Loan	-	-	-	-
81 Facilities Acquisition & Constr.	-	-	-	-
95 Juvenile Justice AEP	60,000	17,911	42,089	10,807
97 Tax Incremental Financing	-	-	-	-
99 Intergovernmental Charges	1,308,875	541,202	767,673	10,975
Total Expenditures	176,979,300	91,636,639	85,342,661	13,739,152
Other Resources*	0	5,276	(5,276)	5,276
Other Uses**	0	0	0	-
Net Other Resources and Uses	0	5,276	5,276	5,276

A Budget Amendment will be brought to cover the negative balances.

Bryan ISD Monthly Update - Budgeted Funds

Debt Service

January 2025

	Adopted Budget	7 Months January 2025	Estimated Budget Remaining	January Actual
Revenues:				
Local and Intermediate Sources	37,448,928	22,723,119	14,725,809	15,115,940
State Programs	175,000	3,069,491	(2,894,491)	-
Total Revenues	37,623,928	25,792,610	11,831,318	15,115,940
Expenditures:				
71 Debt Services	37,623,928	4,587,908	33,036,020	-
Total Expenditures	37,623,928	4,587,908	33,036,020	-

Bryan ISD Monthly Update - Budgeted Funds

School Nutrition Services

January 2025

	Adopted Budget	7 Months January 2025	Estimated Budget Remaining	January Actual
Revenues:				
Total Revenues*	12,135,000	7,607,274	4,527,726	933,903
Expenditures:				
35 Food Services	11,585,000	7,611,304	3,973,696	1,173,986
51 Plant Maint. And Operations	550,000	-	550,000	-
Total Expenditures	12,135,000	7,611,304	4,523,696	1,173,986

A Budget Amendment will be brought to cover the negative balances.

Bryan ISD Monthly Update - Non-Budgeted Funds
Special Revenue Funds
January 2025

	Adopted Budget	7 Months January 2025	Estimated Budget Remaining	January Actual
Revenues:				
Local and Intermediate Sources	-	1,345,046	-	213,477
State Programs	-	3,878,825	-	1,280,679
Federal Programs	-	6,142,412	-	7,173
Other	-		-	-
Total Revenues	-	11,366,284	-	1,501,328
Expenditures:				
11 Instructional	-	5,712,850	-	530,717
12 Instructional Resources	-	1,621	-	-
13 Instructional Staff Development	-	1,507,240	-	238,582
21 Instructional Leadership	-	453,304	-	62,126
23 Campus Administration	-	338,135	-	51,240
31 Guidance and Counseling	-	1,213,541	-	219,209
32 Social Work Services	-	240,655	-	59,981
33 Health Services	-	27,651	-	-
34 Student Transportation	-	139	-	139
35 Food Services	-		-	-
36 Cocurricular / Extracurricular	-	370,448.35	-	120,699
41 General Administration	-	84,447	-	13,810
51 Plant Maint. And Operations	-	-	-	-
52 Security and Monitoring	-	788,786	-	118,219
53 Data Processing Services	-		-	-
61 Community Services	-	70,749	-	11,450
71 Debt Services	-	-	-	-
81 Facilities Acquisition & Constr.	-	556,718	-	75,157
95 Juvenile Justice AEP	-		-	-
97 Tax Incremental Financing	-		-	-
99 Intergovernmental Charges	-		-	-
Subtotal Expenditures	-	11,366,284	-	1,501,328
Other Uses	-	-	-	-
Total Expenditures	-	11,366,284	-	1,501,328

These items do not require budgets to be adopted
by the Board of Trustees

8.C. Consider Approval for the Close Out of the Elementary Renovations Projects
8.D. Consider Approval of the Quarterly Investment Report for the Quarter Ended
December 31, 2024

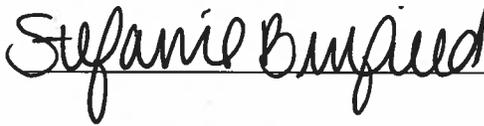
February 17, 2025

**BRYAN INDEPENDENT SCHOOL DISTRICT
QUARTERLY INVESTMENT REPORT – COMPLIANCE STATEMENT
FOR THE QUARTER ENDING December 31, 2024:**

We, the approved Investment Officers of Bryan ISD, hereby certify that the following Investment Report represents the investment position of the District at December 31, 2024 and the activity for the quarter then ended. All investments were purchased in compliance with the Board approved Investment Policy.



Kevin Beesaw
Assistant Superintendent of Business Services



Stefanie Brumfield
Director of Financial Services

Bryan Independent School District

Investment Report for the period October 1, 2024 through December 31, 2024

Investment Type	Fund	10/1/2024 Balance	Additions (Deposits or Investments)	Deletions (Withdrawals or Investments Matured/Called)	12/31/2024 Balance	Yield	Maturity Date	# Days Current Period	Current Earnings	10/1/2024 Market Value	12/31/2024 Market Value
Investment Pools:											
See the attached detail	All	104,298,473	67,721,138	(57,119,410)	114,900,201	4.824%		92	1,366,100	104,298,479	114,900,208
Total Investment Pools		104,298,473	67,721,138	(57,119,410)	114,900,201				1,366,100	104,298,479	114,900,208
Money Market Fund:											
Charles Schwab (formerly TD Ameritrade)-MAPP	Gen'l	21,606	74,929	0	96,535	0.010%		92	522	21,606	96,535
Total Money Market Funds		21,606	74,929	0	96,535				522	21,606	96,535
Agency, Disc. Notes & Municipals - Held in Frost Safekeeping Account											
	Gen'l	0	0	0	0	0.000%		0	0	0	0
TD Ameritrade-MAPP-Sched Attached	Gen'l	5,720,000	0	0	5,720,000	Various-See Sched Attached			69,404	5,766,396	5,734,604
Total Muni & Govt Sec		5,720,000	0	0	5,720,000				69,404	5,766,396	5,734,604
Total Investments		110,040,079	67,796,068	(57,119,410)	120,716,737				1,436,026	110,086,481	120,731,347

Summary by Fund

General Fund	46,791,090	52,925,981	(48,173,629)	51,543,442
Debt Service Fund	8,209,187	9,615,652	(84,694)	17,740,145
Construction Fund	48,771,004	573,590	(5,436,174)	43,908,420
School Nutrition Fund	6,011,580	4,678,406	(3,324,892)	7,365,094
Internal Service Fund	257,219	2,438	(100,021)	159,637
	110,040,079	67,796,068	(57,119,410)	120,716,737

Bryan Independent School District

Investment Report for the period October 1, 2024 through December 31, 2024

Investment Pool	Fund	10/1/2024 Balance	Additions (Deposits or Investments)	Deletions (Withdrawals or Investments Matured/Called)	12/31/2024 Balance	Yield	Maturity Date	# Days Current Period	Current Earnings	10/1/2024 Market Value	12/31/2024 Market Value
TexPool	Gen'l	29,134,045	52,703,685	(48,173,629)	33,664,100	4.832%		92	431,275	29,134,046	33,664,101
	Debt	8,209,178	9,615,652	(84,694)	17,740,136	4.832%		92	136,995	8,209,179	17,740,137
	Fd Serv	6,011,577	4,678,406	(3,324,892)	7,365,091	4.832%		92	80,270	6,011,578	7,365,092
	Constr	48,770,999	573,590	(5,436,174)	43,908,415	4.832%		92	567,754	48,771,000	43,908,416
	W Comp	257,217	2,438	(100,021)	159,635	4.832%		92	2,438	257,218	159,636
TXClass	Gen'l	11,915,328	147,366	-	12,062,694	4.891%		92	147,366	11,915,329	12,062,695
TexStar	Gen'l	130	2	-	132	4.716%		92	2	130	132
Total Investment Pools		104,298,474	67,721,138	(57,119,410)	114,900,202				1,366,100	104,298,480	114,900,208

Bryan Independent School District

Investment Report for the period October 1, 2024 through December 31, 2024

Agency, Disc. Notes, Municipals and CD's - Held in Charles Schwab (formerly TD Ameritrade) Acct-TCG Advisors MAPP											
Investment Type	Fund	10/1/2024 Balance	Additions (Deposits or Investments)	Deletions (Matured or Called)	12/31/2024 Balance	Yield	Maturity Date	# Days Current Period	Current Earnings	10/1/2024 Market Value	12/31/2024 Market Value
Federal Farm Credit Bond (3/2/23)	Gen'l	730,000	0	0	730,000	4.750%	02/21/25	92	10,011	730,666	730,249
United States Treasury Notes (05/31/25)	Gen'l	560,000	0	0	560,000	4.250%	05/31/25	92	6,117	560,087	559,825
Federal Farm Credit Bond (7/28/25)	Gen'l	765,000	0	0	765,000	4.875%	07/28/25	92	9,600	769,635	767,235
United States Treasury Notes (12/04/23)	Gen'l	625,000	0	0	625,000	4.875%	11/30/25	92	8,031	631,837	628,320
Federal Home Loan Bank (01/31/24)	Gen'l	570,000	0	0	570,000	4.750%	12/12/25	92	7,187	575,359	572,497
United States Treasury Notes (04/2/24)	Gen'l	560,000	0	0	560,000	4.500%	03/31/26	92	6,570	565,862	561,575
United States Treasury Notes (05/2/24)	Gen'l	580,000	0	0	580,000	4.875%	04/30/26	92	7,156	589,878	584,531
Federal Home Loan Bank (07/03/24)	Gen'l	670,000	0	0	670,000	4.875%	06/12/26	92	8,502	682,143	675,424
United States Treasury Notes (09/06/24)	Gen'l	660,000	0	0	660,000	3.750%	08/31/26	92	6,229	660,928	654,947
Total Muni & Govt Sec & CD/s-TD Ameritrade-MAPP		5,720,000	0	0	5,720,000				69,404	5,766,396	5,734,604

8.E. Consider Approval of Local Policy Updates

(LOCAL) Policy Action List

BRYAN ISD (021902)

AE(LOCAL): EDUCATIONAL PHILOSOPHY

BAA(LOCAL): BOARD LEGAL STATUS - POWERS AND DUTIES

BBE(LOCAL): BOARD MEMBERS - AUTHORITY

BE(LOCAL): BOARD MEETINGS

BED(LOCAL): BOARD MEETINGS – PUBLIC PARTICIPATION

BQA(LOCAL): PLANNING AND DECISION-MAKING PROCESS - DISTRICT-LEVEL

BQB(LOCAL): PLANNING AND DECISION-MAKING PROCESS - CAMPUS-LEVEL

CDC(LOCAL): OTHER REVENUES - GIFTS AND SOLICITATIONS

CE(LOCAL): ANNUAL OPERATING BUDGET

CH(LOCAL): PURCHASING AND ACQUISITION

CI(LOCAL): SCHOOL PROPERTIES DISPOSAL

CQA(LOCAL): TECHNOLOGY RESOURCES - DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

CV(LOCAL): FACILITIES CONSTRUCTION

DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST

DC(LOCAL): EMPLOYMENT PRACTICES

DCB(LOCAL): EMPLOYMENT PRACTICES - TERM CONTRACTS

DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN

DEAB(LOCAL): COMPENSATION PLAN - WAGE AND HOUR LAWS

DEE(LOCAL): COMPENSATION AND BENEFITS - EXPENSE REIMBURSEMENT

DFBA(LOCAL): TERM CONTRACTS - SUSPENSION/TERMINATION DURING CONTRACT

DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION

DHE(LOCAL): EMPLOYEE STANDARDS OF CONDUCT - SEARCHES AND ALCOHOL/DRUG TESTING

(LOCAL) Policy Action List

BRYAN ISD (021902)

DK(LOCAL): ASSIGNMENT AND SCHEDULES

DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION

FD(LOCAL): ADMISSIONS

FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS

FDB(LOCAL): ADMISSIONS - INTRADISTRICT TRANSFERS AND CLASSROOM
ASSIGNMENTS

FDC(LOCAL): ADMISSIONS - HOMELESS STUDENTS

FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

FEF(LOCAL): ATTENDANCE - RELEASED TIME

FJ(LOCAL): STUDENT FUNDRAISING

FL(LOCAL): STUDENT RECORDS

FM(LOCAL): STUDENT ACTIVITIES

FMG(LOCAL): STUDENT ACTIVITIES - TRAVEL

FNA(LOCAL): STUDENT EXPRESSION - DISTRIBUTION OF NONSCHOOL LITERATURE

FNCD(LOCAL): STUDENT CONDUCT - TOBACCO USE AND POSSESSION

FNF(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - INVESTIGATIONS AND
SEARCHES

FO(LOCAL): STUDENT DISCIPLINE

GBBA(LOCAL): SCHOOL COMMUNICATIONS PROGRAM - NEWS MEDIA RELATIONS

GKDA(LOCAL): NONSCHOOL USE OF SCHOOL FACILITIES - DISTRIBUTION OF
NONSCHOOL LITERATURE

PROPOSED REVISIONS

Vision

District Mission

Children First. Always.

Bryan ISD, through innovation and choice in ~~will provide positive~~ educational offerings, will provide positive experiences that ensure high school graduation and post-secondary success.

~~Theory of Action~~

~~The District's theory of action is defined as a philosophy of teaching and learning and includes a managed curriculum. A managed curriculum aligns what is written, taught, and tested in order to provide a nationally recognized education for students. A managed curriculum forms a cohesive alignment of human, material, and intellectual resources. This alignment shall be facilitated by designated educational leaders in the District.~~

~~The core components of a managed curriculum system are benchmark targets or content standards aligned to the state curriculum, a scope and sequence, and assessments aligned to the District's curriculum. Teachers shall have the necessary flexibility to provide instructional delivery that meets the needs of all students, including high-achieving students.~~

~~A managed curriculum shall delineate what knowledge students must acquire from each unit of instruction, provide for the ability to ascertain student mastery of intended outcomes, and detail the organization's response to action when students do not learn needed content at the requisite level of mastery.~~

~~The District curriculum shall address core subjects for every grade. It shall include the content standards (what students should learn) and a scope and sequence by grading period (when the students should learn the content standards).~~

~~The curriculum shall be aligned; coherent; include sample lessons, teaching materials, and unit assessments; and shall be accessible to District teachers through a web-based system.~~

~~When District assessments are conducted, the results shall be disaggregated through the web-based, data management system by subject, grade level, classroom, teacher, student group, and individual student. In addition, data shall be analyzed by each campus and the District. Timely and effective interventions shall ensure that each student has access to the curriculum and an equitable opportunity for mastery.~~

~~All instructional staff shall participate in a comprehensive professional development that is based on curriculum, instruction, assessment, and the use of data to equip teachers to meet the needs of each student.~~

**Managed
Performance**

~~A managed curriculum shall not necessarily mean managed pedagogy. The District shall recognize that each campus is unique; however, because of the importance of core subjects and high student mobility, each campus, including high-performing campuses, shall manage the curriculum within the District's parameters.~~

~~A managed performance culture requires standards and accountability and builds human capacity throughout the organization to continuously improve teaching and learning, unleash innovation, and facilitate empowerment and ownership.~~

~~With aspirations for the District to become a nationally recognized educational system, the Board shall set goals that measure student outcomes and meet the District's high standards.~~

~~District administrators shall hold employees accountable for results through systems that:~~

- ~~1. Provide professional educators with resources, including professional development, instructional support personnel, instructional materials, and the District's curriculum;~~
- ~~2. Identify key performance indicators;~~
- ~~3. Measure performance;~~
- ~~4. Report performance through District data systems;~~
- ~~5. Develop action plans that address identified performance gaps; and~~
- ~~6. Apply predetermined consequences such as rankings, rewards, recognitions, sanctions, or interventions.~~

Core Beliefs

Student Focused

~~The District shall adhere to the following belief statements:~~

- ~~• We believe that each decision made by every employee must be student focused.~~

~~We are committed to educating the whole child by developing his or her talents, curiosity, and imagination. We are committed to hiring and retaining employees who put the needs of children first. We are committed to student performance, achievement, and instruction as our primary budgetary goal and shall encourage input from all stakeholders. We are committed to providing quality support services that focus on the needs of each student and result in success for that child. We are committed to the premise that every child deserves respect and a quality education. Therefore, no excuse is acceptable—the District must succeed. Children first—always!~~

~~Student
Achievement~~

- ~~● We believe all District students can achieve their full potential.

We are committed to eliminating achievement gaps in the District. We shall provide equal access to a quality education regardless of ethnicity, gender, native language, or family income. We shall allocate resources equitably in order to provide a quality education for all students. We value each student and shall provide appropriate assistance to ensure student success. In accordance with the idea that an educated person has unlimited potential for success, all District students must be prepared and ready for post-secondary education and/or the workforce.~~

~~Ownership~~

- ~~● We believe in the value of all stakeholders having ownership in student success.

We shall encourage a sense of ownership by all to accept the responsibility for and to relish in the benefits of positive education outcomes because participation and support by our students, parents, administration, staff, local businesses, and the community at large is key to sustaining the success of the District. We shall seek to engage ownership from District staff by developing the expectation that the children of District employees are best served by the District. We shall ensure that every District employee has the tools needed to succeed. We shall promote the belief that our community's quality of life is closely tied to a high level of achievement by the District. We shall actively invest resources to engage student participation through academics, athletics, fine arts, and other extracurricular activities. We shall recognize the success of our students and all other stakeholders committed to the ownership of the District.~~

~~Diversity~~

- ~~● We believe diversity is an asset to recognize, nurture, and celebrate.

We are committed to leading our community to embrace diversity and use it to enhance the District's educational environment. With public education as the foundation of our community, we are committed to build on existing tenets of professional development designed to meet the needs of a diverse student and community population.~~

~~Safety~~

- ~~● We believe a safe and secure environment fosters increased student achievement.

We shall ensure that all facilities are orderly, clean, healthy, safe, and secure in order to provide a positive learning environment for our students, staff, and guests.~~

DELETE POLICY

Purpose

The purpose of this policy is to provide the Board with a standard for highly effective and efficient Board workshops and to provide oversight of the District's major business systems. The Board is a body corporate, not a collection of individuals. It acts as a body in accordance with state law to govern the District and to serve the interests of the people of Bryan.

Management Oversight

The Board shall receive and review key information and oversee management during workshops. Therefore, it shall be the intention of the Board that all workshops meet the highest standard of public service.

Management oversight is a vital Board responsibility and duty to assure the public that District resources are being used efficiently and effectively. The Board's role in management oversight is to ensure the integrity and performance of all major business systems, including but not limited to:

1. Instruction, including instructional administration and staff development;
2. Construction management, facilities operations, and maintenance;
3. Finance, including payroll, accounts payable, and purchasing/warehouse;
4. Human resources, including benefits and workers' compensation;
5. Transportation, food service, custodial, grounds, safety, and security;
6. Technology; and
7. Athletics.

This shall be accomplished through formal reports, audits, and any other reporting methods deemed appropriate by the Board through the Superintendent. Integrity shall be defined as overall effectiveness, including structure, process, metrics, internal controls, and the like.

The Board and the Superintendent understand management oversight is the responsibility of the Board as a whole, not of individual Board members. While holding the Superintendent accountable for performance of these systems, the Board shall not interfere with the Superintendent's management of the District.

**Compliance with
State Law**

The Board, in carrying out its management oversight responsibilities, shall follow all state laws, including but not limited to, public notices, postings, open meetings requirements, minutes, and external audits. The Board shall also review the annual external financial audit findings ensuring that the Superintendent responds to the auditor's recommendations.

Board Workshops

Workshops are defined as meetings of the Board in a committee of the whole, posted for discussion but not action, for the purpose of receiving major presentations by the Superintendent or designee in order to educate the Board and the public. Workshops may cover more than one issue but should not be scheduled for more than three hours.

Workshops shall be conducted with the same attention to effectiveness, efficiency, and professionalism as regular business meetings. [See policies at BE and BED]

**Management
Oversight
Workshops**

The Board shall schedule management oversight workshops to review the overall integrity of each major business system at least every two years with some areas covered every year. During the scheduled management oversight workshops, the Board shall receive system performance reports and shall identify any other reports required.

The Board shall submit specific information requests or related questions to the Superintendent at least six weeks prior to the scheduled workshop. All reports shall include executive summaries, followed by a detailed report.

**Other Board
Workshops**

The Board shall hold workshops quarterly or more frequently as necessary in order to review:

1. The system integrity and performance of major business systems, for the purpose of exercising effective management oversight;
2. The implementation or evaluation of major policies, for the purpose of exercising policy oversight;
3. Major reform options;
4. Major changes in District or school operations;
5. Major changes in state or federal policy; and
6. Any other major issue facing the District.

Scheduling

In July of each year, the Board shall schedule the workshops for the coming 12 months. Additional workshops may be added with Board approval or by the Superintendent's request. The Board

BOARD LEGAL STATUS
POWERS AND DUTIES

BAA
(LOCAL)

	shall make a good faith effort to provide the Superintendent with as much clarity as possible on its expectations for each workshop.
Superintendent's Presentation	The Superintendent's presentation shall normally be data-rich, with visual presentation of data. The Superintendent shall deliver any advanced reading materials preferably a week prior to the workshop so that Board members may thoroughly review the material.
Public Participation	The public and the media shall be encouraged to attend workshops, but the Board shall not hear public comment during workshops.
Records Retention	All workshop readings, materials, and minutes shall be preserved according to the standards of professional records management and state law.

PROPOSED REVISIONS

Constituent Services

Purpose

~~The purpose of this policy is to provide the Board with a standard to document and streamline the flow of constituent service requests throughout the District. The policy provides a standardized process by which Board members shall handle requests from constituents.~~

~~As elected officials serving on behalf of the public, the Board has a responsibility to be available to the public and to assist citizens with questions, suggestions, or concerns related to the District. The Board shall not confer special advantage or attention on employees, parents, students, vendors, or any other entity.~~

Compliance with State Law

~~The Board shall follow all state laws regarding Board involvement in the functions of District management.~~

Definitions

Governance

~~Governance is the sole responsibility of the elected Board of the District. Governance involves ensuring the delivery of educational and support services through communication with the Superintendent. Governance is strategically based guidance and policy focused on effecting system improvement. The role of the Board in constituent service is to facilitate management's ability to resolve problems effectively without becoming involved in problem solving or interfering in the area of management.~~

Constituent Service

~~Appropriate constituent service shall be defined as ensuring that management takes responsibility for helping citizens receive the services the Board has chosen to provide.~~

~~Inappropriate constituent service shall be defined as Board involvement in any management function, delivery of service, or desired result, regardless of the situation.~~

Management

~~Management is the responsibility of the Superintendent. Management includes directing staff, allocating resources, administering programs, and providing support services to improve school system effectiveness and to successfully achieve District goals. The Superintendent shall design and implement predetermined processes to facilitate management's ability to resolve problems effectively and to identify opportunities for system improvement.~~

System for Constituent Service

~~The system for constituent service shall include the following major features:~~

- ~~• A protocol for handling constituent requests for information and assistance;~~
- ~~• A primary contact person to whom Board members are to refer constituent service requests that they receive;~~

- ~~• A form for documenting requests;~~
- ~~• An information management system for storing, tracking, categorizing, and analyzing requests;~~
- ~~• A feedback process so that Board members know the resolution of requests;~~
- ~~• Oversight of the system by the Superintendent or designee, who handles priority requests and, if a designee, keeps the Superintendent informed of matters that require his or her attention;~~
- ~~• Periodic reports on constituent requests, related resolutions, and patterns in requests; and~~
- ~~• Periodic reports on improvements to systems made, in whole or in part, as a result of constituent service requests.~~

Board Authority

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

**Transacting
Business**

When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

**Individual Authority
for Committing the
Board**

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

**Individual Access to
Information**

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the public in accordance with the Public Information Chapter of the Government Code. [See GBA]

Limitations

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

An individual Board member shall not have access to confidential student records unless the member is acting in his or her official

capacity and has a legitimate educational interest in the records in accordance with policy FL.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

Requests for
Records

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. When a custodian of records other than the Superintendent provides access to records or copies of records to an individual Board member, the provider shall inform the Superintendent of the records provided.

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

Requests for
Reports

No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

Confidentiality

At the time a Board member is provided access to records or reports that are confidential or otherwise not subject to public disclosure [see GBA], the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements and the District's information security controls.

**Referring
Complaints**

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

**Visits to District
Facilities**

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not

be permitted if their duration or frequency interferes with the delivery of instruction or District operations. [See also GKC]

Other Constituent Communications

~~The medium for communication remains the decision of the Board based on the types of service request. Only formal requests for information or assistance shall travel through the protocol outlined above. Formal communication shall be relayed through this policy. Examples of formal communication include a letter, an e-mail, or a telephone call.~~

~~Additionally, Board members shall not be involved in the resolution process of a constituent service request once it has been submitted for resolution.~~

~~Informal communication shall be utilized at the individual Board member's discretion. Examples of informal communication include personal contact as a result of incidental conversation that occurs during the normal course of a daily schedule, the relay of a concern that was overheard, or any other matter that does not merit a formal request.~~

Reporting and System Improvement

~~This policy on constituent service is to direct requests for service through the proper channels to achieve resolution. In the event an individual Board member attempts to solve a constituent problem, obtain a favor, or influence a management decision, the Board President shall be notified. If deemed necessary by the Board President, that Board member's action shall be brought before the entire Board.~~

~~Annually, in the month of June or as directed by the Board President, the Superintendent shall present a summary to the Board that includes data related to constituent service requests, trends, conclusions, and recommendations for improvement. The report shall contain the most current information and shall also include comparative data when available.~~

Media Inquiries

~~All Board members who receive calls from the media should direct them to the Board President or Superintendent and shall notify both of the call. If at all possible, media inquiries to the Board President shall be directed to the Superintendent or the District's director of communications.~~

~~The Board President or designee will serve as the primary Board spokesperson to the media on issues regarding Board actions; furthermore, the Superintendent or designee shall be the official District spokesperson to the media on other issues. Additionally, any Board member receiving a call from the media requesting information, comments, or an interview may respond to the request but~~

**Response to
Constituent
Correspondences**

~~should clearly identify personal opinion and avoid disparaging comments about actions taken by the majority. Also, Board members should refrain from discussing any information revealed in executive session if it was intended to remain confidential.~~

~~The Board encourages input; however, anonymous calls or letters shall not receive Board attention, discussion, or response and shall not result in directives to the administration.~~

~~Board members receiving a signed letter shall forward it to the Superintendent. A written response using standard format shall be sent to the originator of the letter. The Superintendent shall respond and send a copy to each Board member. However, if the constituent signs the letter and chooses to keep it confidential, the Board will not investigate or take any action.~~

PROPOSED REVISIONS

Purpose

~~The purpose of this policy is to provide the Board with a standard for highly effective and efficient Board meetings that focus on student achievement. The Board acts as a body in accordance with the laws of the state of Texas to govern the District and serve the best interests of the constituent members of the District. The Board acts only in a duly called meeting. Therefore, it is the intention of the Board that all meetings meet the highest standards of public service.~~

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the third Monday of each month at 6:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

Workshop, Special, or Emergency Meetings

The time and place of workshop meetings, special meetings, and emergency meetings shall be as set out in the notice for the meeting.

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The ~~normal~~ deadline for submitting items for inclusion on the agenda ~~shall be 3:00 p.m. on~~ the fourth business day ~~prior to~~before regular meetings or workshops and the third business day ~~prior to~~before special meetings. ~~No agenda item shall be added after the agenda is officially posted 72 hours prior to the Board meeting.~~

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request ~~in writing~~ that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

~~Agenda Review~~

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President

shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future; ~~no later than the next regularly scheduled Board meeting.~~ The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Conduct of Meetings
Board Expectations

~~Guidelines for Board member protocol shall be as follows:~~

- ~~1. Board members shall act and dress professionally.~~
- ~~2. Board members shall handle all interactions with each other, the Superintendent, staff, and the public with respect.~~
- ~~3. Board members shall refrain from responding to speaker comments or addressing the audience.~~
- ~~4. Discussions shall be addressed to the Board President and then the entire membership.~~
- ~~5. Discussions shall be directed solely to the business currently under deliberation and the Board President shall reserve the right to close discussions that do not apply to the business before the Board.~~

Audience
Expectations

~~6. The Board President shall preside with fairness and shall provide Board members with equal time. No Board member shall be permitted to dominate.~~

~~7. The Board President shall not interfere with debate so long as members wish to address an item under consideration.~~

~~8. Board members shall, in every way, strive to make Board meetings effective, efficient, and professional.~~

~~Guidelines for audience protocol shall be as follows:~~

~~1. The audience shall be expected to remain quiet during the meeting.~~

~~2. All cell phones and other electronic devices shall be turned off or set to vibrate.~~

~~3. The audience shall be expected to refrain from cheering, clapping, or audibly commenting during the business portion of the meeting.~~

~~4. The audience shall be prohibited from displaying signs, posters, or placards inside the room where the Board meeting is being held.~~

~~5. If disruption occurs, the Board President of the Board shall have the authority to ensure order through verbal warnings and/or removal of the individual or individuals from the premises by law enforcement. Continued disruption may result in criminal charges. [See BED]~~

~~**Note:** For guidelines regarding speaker expectations during the public comment portion of Board meetings, see BED.~~

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

PROPOSED REVISIONS

Limit on Participation

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

Regular Meetings

At regular Board meetings that begin on or after 5:00 pm, the Board shall permit public comment on matters that are within the Board's control or jurisdiction, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

Special Meetings

At all other Board meetings, public comment shall be limited to items on the agenda [for which possible action is](#) posted with notice of the meeting.

Procedures

Public comment shall occur at the beginning of the meeting.

Individuals who wish to participate in this portion of the meeting shall register to speak in advance in accordance with administrative regulations. An individual who will be accompanied by a translator must notify the District when signing up.

Guidelines for Presentations

Presentations will normally be limited to three minutes. In the event an individual uses a translator when addressing the Board, the individual shall be permitted twice the allotted time to make his or her presentation.

Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Participants in public comment are asked to respect privacy and confidentiality and refrain from identifying students or District staff members by name. Specific complaints should be addressed through the District's grievance process, not in public comment.

Comments pertaining to an employee complaint should be addressed through DGBA. Comments pertaining to a student and/or parent complaint should be addressed through FNG. Likewise, public complaints should be addressed through GF.

Board Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

PROPOSED POLICY

District Educational Improvement Committee	<p>In compliance with law, the District shall establish a District-Educational Improvement Committee (committee) to advise the Board or its designee in establishing and reviewing the District improvement plan [see BQ], as well as the District’s educational goals, performance objectives, and major District-wide classroom instructional programs.</p> <p>The committee shall approve District-wide staff development. [See DMA]</p>
Board’s Designee	<p>The Superintendent shall serve as the Board’s designee and shall regularly consult with the committee.</p>
Meetings	<p>The chairperson of the committee shall set its agenda and shall schedule at least two meetings per year, including the public meeting required by law.</p>
Communications	<p>The Superintendent shall ensure that the District-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.</p>
Composition	<p>The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.</p>
Selected Representatives	<p>Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.</p>
<i>Parents</i>	<p>The committee shall include at least two parents of students currently enrolled in the District. The Superintendent shall, through various channels, inform all parents of District students about the committee’s duties and composition and shall solicit volunteers.</p>
<i>Community Members</i>	<p>The committee shall include at least two community members selected by a process that provides for adequate representation of the community’s diversity. The Superintendent shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.</p>

PLANNING AND DECISION-MAKING PROCESS
DISTRICT-LEVEL

BQA
(LOCAL)

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives do not need to reside in or operate businesses in the District.</p>
Professional Staff Elections	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the total professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to each respective campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff.</p> <p>At least one District-level professional representative, other than the Superintendent, shall be nominated and elected by the District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on a ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
Terms	<p>All representatives shall serve staggered two-year terms and shall be limited to two consecutive terms on the committee.</p>
Vacancy	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

PROPOSED POLICY

Campus Performance Improvement Committee

In compliance with law, each campus shall establish a Campus-Performance Improvement Committee (committee) to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

Meetings

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

The principal shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

Composition

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.

Community Members

The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

PLANNING AND DECISION-MAKING PROCESS
CAMPUS-LEVEL

BQB
(LOCAL)

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives do not need to reside in or operate businesses in the District.</p>
Professional Staff Elections	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and shall be nominated and elected by all professional staff assigned to the campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff assigned to the campus.</p> <p>At least one District-level professional representative shall be nominated and elected by District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
Terms	<p>All representatives shall serve two-year terms and shall be limited to two consecutive terms on the committee.</p>
Vacancy	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

PROPOSED REVISIONS

Unsolicited Gifts

Authority to Accept

Criteria for
Acceptance

Note: For purposes of this policy, the terms “gift” and “donation” have the same meaning.

The Board delegates to the Superintendent ~~or designee shall have~~ the authority to accept unsolicited gifts on behalf of the District. However, any gift with a cost or market value of \$50,000 or more or any gift of real property, shall require Board approval.

Once accepted, a gift becomes the sole property of the District.

~~The Board shall receive a quarterly notice of all gifts accepted by the Superintendent or designee.~~

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District’s educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

Solicitations

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District.

Web-Based
Solicitations

~~With the prior approval of an employee's immediate supervisor and the finance department, an~~An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's immediate supervisor before using the name or image of the District, a campus, or any student.

PROPOSED REVISIONS

Fiscal Year

The District shall operate on a fiscal year beginning July 1 and ending June 30.

Budget Planning

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.

Preparation of Proposed Budget

~~The budget shall be prepared in accordance with requirements of law and State Board rule. The proposed budget shall include but is not limited to the general fund, the debt service fund, and the school nutrition (food service) fund.~~

Budget Meeting

The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:

1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.
2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.
3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.
4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.

Authorized Expenditures

The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.

Budget Amendments

~~A budget amendment~~ The Board shall ~~be submitted to amend~~ the Board budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources. ~~Budget amendments may be submitted to the Board as needed throughout the fiscal year.~~

Fund Balance

To keep the District in a strong financial position, it is the goal of the Board to maintain a fund balance of the general operating fund at an adequate level.

The District shall strive to maintain an assigned and unassigned fund balance in the general operating fund at or near two to three months' operating expenditures.

~~Fund Balance Classification~~

~~Fund balance classification shall be recorded in accordance with governmental accounting standards as promulgated by the Governmental Accounting Standards Board.~~

~~Order of Expenditure~~

~~The order of spending and availability of the fund balance shall be to reduce funds from the listed areas in the following order: restricted, committed, assigned, and unassigned. Negative amounts shall not be reported for restricted, committed, or assigned funds.~~

~~Fund Balance~~

~~Fund balance shall mean the gross difference between governmental fund assets and liabilities reflected on the balance sheet. Governmental fund assets are those of the general fund, special revenue funds, debt service funds, and capital project funds.~~

~~Fund Balance of the General Fund~~

~~The fund balance of the general fund, one of the governmental fund types, is of primary significance because the general fund is the primary operating fund, which finances most functions in the District. The fund balance of the general fund shall mean the gross difference between general fund assets and liabilities reflected on the balance sheet.~~

~~The five classifications of fund balance of the governmental types are as follows:~~

~~Nonspendable Fund Balance~~

~~Nonspendable fund balance shall mean the portion of the gross fund balance that is not expendable (such as inventories) or is legally earmarked for a specific use (such as the self-funded reserves program).~~

~~Examples of nonspendable fund balance reserves for which fund balance shall not be available for financing general operating expenditures include:~~

- ~~• Inventories;~~
- ~~• Prepaid items;~~
- ~~• Deferred expenditures;~~
- ~~• Long-term receivables; and~~
- ~~• Outstanding encumbrances.~~

~~Restricted Fund
Balance~~

~~Restricted fund balance shall include amounts, constrained to a specific purpose by the provider, such as a grantor.~~

~~Examples of restricted fund balances include:~~

- ~~• Child nutrition programs;~~
- ~~• Technology programs;~~
- ~~• Construction programs; and~~
- ~~• Resources from other granting agencies.~~

~~Committed Fund
Balance~~

~~Committed fund balance shall mean that portion of the fund balance that is constrained to a specific purpose by the Board. To establish, modify, or rescind a fund balance commitment, approval of the Board is required by resolution prior to the last day of the fiscal year for which the commitment is made.~~

~~Examples include:~~

- ~~• Potential litigation, claims, and judgments; and~~
- ~~• Campus activity funds. By policy, the Board authorizes all fund balance of campus activity funds to be committed unless separate action is taken and approved by the Board.~~

~~Assigned Fund
Balance~~

~~Assigned fund balance shall mean that portion of the fund balance that is spendable or available for appropriation but has been tentatively earmarked for some specific purpose by the Superintendent or designee.~~

~~In current practice, such plans or intent may change and may never be budgeted or may result in expenditures in future periods of time.~~

~~Examples include:~~

- ~~• Insurance deductibles;~~
- ~~• Program start-up costs; and~~
- ~~• Other legal uses.~~

~~Unassigned Fund
Balance~~

~~Unassigned fund balance shall include amounts available for any legal purpose. This portion of the total fund balance in the general fund is available to finance operating expenditures.~~

~~The unassigned fund balance shall be the difference between the total fund balance and the total of the nonspendable fund balance, restricted fund balance, committed fund balance, and assigned fund balance.~~

ANNUAL OPERATING BUDGET

CE
(LOCAL)

~~Fund Balance
Accounting~~

~~The Board shall attempt to maintain an unreserved fund balance in the general fund that would allow the District to operate for 60 to 90 days if funds from TEA and/or tax revenues were delayed.~~

~~Annually, the Board shall review the fund balance of the District for various designations or reserves for specific purposes. In making these designations and reserves, the desired unreserved fund balance shall be considered.~~

PROPOSED REVISIONS

Purchasing Authority

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services ~~within the parameters of the adopted District budget unless state law requires the Board to make or approve a purchase. However, any single item that has a cost of \$50,000 or more.~~ However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exceptions for
Emergency
Contracts

~~Any single item that has a cost between \$25,000 and \$50,000 requires the approval of the Superintendent and shall be reported to the Board as an informational item.~~

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

~~Other~~

~~The Board delegates to the Superintendent the authority to purchase equipment or contract for service if the equipment or contract is:~~

- ~~1. A line item approved by the Board in the budget or a budget amendment;~~
- ~~2. Purchased through a Board-approved interlocal contract, or~~
- ~~3. A continuing or periodic purchase under a contract or bid, such as fuel and utilities.~~

Purchasing Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method/
~~Procurement Requirements~~

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

	<p>District contracts and purchases that total \$50,000 or more in the aggregate within a 12-month period must be purchased in accordance with an allowable procurement method described in CH(LEGAL) or CBB(LEGAL), as appropriate. The Superintendent shall determine the allowable procurement method that provides the best value to the District based on the contract or items requested.</p> <p>The District may reject any and all bids or proposals in accordance with state or federal law, as applicable. The Superintendent shall accept the bid or proposal deemed to be in the best interest of the District.</p>
<p><i>Competitive Bidding</i></p>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<p><i>Purchases Less Than \$50,000</i></p>	<p>The District's purchasing and business department shall establish guidelines for quotes and bids when the District seeks to purchase personal property or bind a contract with a 12-month aggregate value of less than \$50,000. The purchasing and business department may require bids, quotes, or other authorized purchasing methods when it is determined it is in the best interest of the District to do so, even though the contract or purchase is less than the \$50,000 specified by law.</p>
<p><i>Vendor List</i></p>	<p>For specified categories of personal property, the District shall create a preferred vendor list consisting of vendors that have submitted the requested documentation and any additional vendors recommended by users. District purchasing procedures shall be followed for purchases in all these categories.</p>
<p><i>Local Vendors</i></p>	<p>When price and quality are essentially equal, preference may be given to local vendors over other bidders.</p>
<p><i>Competitive Sealed Proposals</i></p>	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal</p>

opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE]- The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

District Credit Cards

Credit cards issued in the name of the District shall be made available for ~~eligible~~ employees' use for ~~purchases for which pre-~~scribed official District business. These cards are intended to be used for travel-related expenses and purchases for which pre-scribed District purchasing procedures are not acceptable or practical, ~~such as travel and purchases requiring prepayment.~~

~~District credit~~ Credit cards may be issued in the name of and directly to the Superintendent and other employees as deemed necessary and designated in their job descriptions. ~~All other~~ Other credit cards ~~shall be~~ in the District's name ~~and~~ shall be applied for and maintained by the finance department.

~~Credit Card Check Out~~

The District may allow a District credit card to be checked out ~~An employee may check out a District credit card~~ from the District finance office when it is deemed ~~necessary~~ needed by an employee ~~the finance department~~ and approved by the employee's supervisor. The credit card shall be the sole responsibility of the employee

while checked out. The credit card shall be used only for expenditures for the purpose ~~for which~~ the card was authorized and within District policy and/or state statutes. Any use of the card that is deemed not to be within District policy and/or state statutes shall be the responsibility of the employee. In addition, any inappropriate use of the card for personal purposes could result in disciplinary action, including future denial of the use of the card, up to and including ~~and/or~~ termination of employment.

An employee using a District credit card shall keep the sales receipt and supporting documentation for each use of the card. Any transaction without supporting documentation shall be the responsibility of the user. All paperwork shall be returned to the finance office with the card within three business days of return to the District or purchase completion.

Under no circumstances shall the card number be given to anyone other than the authorized user.

These requirements, with the exception of credit card check out, shall apply to the Superintendent and assistant superintendents as well as to other employees.

Documentation
Required

~~Each employee, including the Superintendent and those employees issued District cards in their names, shall keep the sales receipt and supporting documentation for each use of the card. Any transaction without supporting documentation shall be the responsibility of the user. All paperwork shall be returned to the finance office with the card within one business day of return to the District or purchase completion.~~

PROPOSED REVISIONS

The Superintendent is authorized to declare District materials, equipment, personal property such as vehicles, and supplies to be unnecessary.

The Board shall approve disposal of unnecessary materials, equipment, personal property such as vehicles, and supplies with a value greater than \$5,000. The Superintendent is authorized to dispose of all other unnecessary materials, equipment, and personal property such as vehicles and supplies for fair market value ~~and shall notify the Board of any property that is disposed of with determined fair market value between \$2,500 and \$4,999.~~ If the unnecessary property has no value, the Superintendent may dispose of such property according to administrative discretion.

Instructional materials shall be disposed of in accordance with law. [See CMD(LEGAL)]

Property obtained with federal funds or as federal surplus shall be managed in accordance with federal law.

DELETE POLICY

Development and Maintenance of Web Pages

The following standards shall apply to all Web sites published in the District's name on the Internet or a District Intranet:

1. Any Web pages created and maintained in the name of the District or any part of the District must follow all policies and regulations of the Board and the District, even if the Web pages are maintained on a server not owned or operated by the District.
2. Campuses and teachers shall establish Web pages that present information about the school or class activities. The campus principal shall designate individuals responsible for managing and regularly updating the main campus Web site as well as for ensuring that teacher Web sites are posted and maintained.
3. The campus or department supervisor must authorize the creation of any Web site. The supervisor must approve the Web site and shall be responsible for ensuring that the Web site complies with all District policies and regulations and reflects positively on the District.
4. The campus or department supervisor shall be responsible for continuous review of campus and teacher Web sites to ensure that the sites continue to comply with District policies and regulations including those regarding the use of the District's technology resources [see CQ] and copyright laws [see CY].

PROPOSED REVISIONS

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

The project delivery/contract award method to be used for each construction contract valued at or above \$50,000 shall be the competitive sealed proposal method as allowed ~~under Texas Education Code 44.0312 and Government Code 2269.151~~ by law and, as determined to be the best value.

If another method is deemed to be more appropriate for a particular project, the Superintendent ~~or designee~~ shall submit a recommendation to the Board to consider, determine, and approve as the best value, prior to advertising. [See CV series generally and CBB(LLEGAL) for requirements if federal funds are involved] ~~Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy for the delivery/contract method.~~

For construction contracts valued at or above [\$50,000], the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LLEGAL)]

~~The Board shall approve and authorize all construction projects valued at or above \$50,000 and shall authorize the Superintendent to enter into contracts valued between \$50,000 and \$100,000. All contracts shall be consistent with law and policy. [See also CH and CBB(LLEGAL)]~~

~~For construction contracts valued at or above \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval.~~

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law, ~~as submitted by the architect,~~ shall be approved ~~by the Board~~ prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

Change orders valued at or above \$50,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work. ~~Additionally, for construction projects valued at \$50,000 or more, the District shall not make final payment until the Board has acted to accept the work.~~

Selection of Architect

Qualifications

~~A project architect shall be selected for new construction or renovation projects based on the architect's professional qualifications, current workload, design expertise, performance in the field, proximity to the project, and the District's past experience with the firm, if any, to include: timeliness in design delivery, quality of design, construction supervision and inspection, responsiveness in solving design and construction problems, and ability to design to budget. Qualification resumes and evaluation reports on the architect's prior performance, if available, shall be consulted.~~

Selection Process

~~The Superintendent shall solicit a statement of qualifications (SOQ) from architects or engineers using the criteria noted in the paragraph above.~~

~~From each SOQ submitted, staff shall determine the firms of greatest promise using objective analysis of SOQ, background, references of prior work, and possibly tours of recently completed projects.~~

~~Finalists shall be selected by the Superintendent and designated staff who may arrange for presentations to the Board.~~

~~The Superintendent shall make a recommendation to the Board based on finalists' presentations, materials prepared by architects, and recommendations from staff.~~

PROPOSED REVISIONS

(see page 2)

Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

Disclosure—General Standard

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Specific Disclosures Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

Interest in Property

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Annual Financial Management Report

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.

[See BBFA]

Gifts

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]

Endorsements

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

Sales

An employee shall not use his or her position with the District to attempt to sell products or services.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

**Nonschool
Employment**

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Private Tutoring

An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

[Any private tutoring sessions held during the instructional year shall take place outside the employee's duty hours.](#)

[A teacher shall not tutor his or her own students for pay, except during the summer months.](#)

PROPOSED REVISIONS

Personnel Duties The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

**Employment of
Contractual
Personnel**

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the position of principal or above.

The Board retains final authority for employment of contractual personnel in the position of principal or above. The Board delegates to the Superintendent the authority to employ contractual personnel in positions below a principal.

[See DCA, DCB, DCC, and DCE as appropriate]

**Employment of
Noncontractual
Personnel**

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

~~The Board delegates to the Superintendent the final authority to hire contractual (professional) and noncontractual (paraprofessional and auxiliary) personnel, except for the personnel identified below.~~

~~The term "hire" shall mean the initial employment of a person or the rehiring of a person after a break in previous employment with the District. All other actions regarding the contracts of current employees shall be taken according to applicable Board policy. [See also BJA]~~

~~In addition, the~~ The Board delegates to the Superintendent final ~~the~~ authority to employ and ~~to dismiss auxiliary and non-Chapter 21~~

EMPLOYMENT PRACTICES

DC
(LOCAL)

	<p>contract employees <u>noncontractual employees on an at-will basis</u>, in accordance with <u>[See DCD](LOCAL)</u> and <u>DCE(LOCAL)</u>.</p>
	<p>All selection and employment decisions made by the Superintendent shall be made in accordance with District policies, procedures, and practices.</p>
<p>Exceptions</p>	<p>The Board retains final authority to select and employ principals, directors, executive directors, assistant superintendents, and the Superintendent.</p>
<p>Campus Hiring</p>	<p>The campus principal shall approve appointments of campus teachers and staff from a pool of applicants selected by the District or from a pool of applicants who meet the hiring requirements established by the Superintendent. [See DK]</p>
<p>References</p>	<p>All applicants shall have on file one or more positive references deemed appropriate and acceptable to the Superintendent for the position being filled.</p>
<p>Employment Assistance Prohibited</p>	<p>No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]</p>

PROPOSED REVISIONS

Contracts Required by Law

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to:

1. Any employees in positions required by statute to receive such contracts, including SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors;
2. Full-time professional employees in other positions for which the District requires current SBEC certification; and
3. Full-time nurses.

For purposes of this policy, the District shall consider only full-time registered nurses to be eligible for educator term contracts.

No Certification Required

~~Educator term contracts shall also be provided for positions for which neither SBEC nor the District requires current SBEC certification, as reflected on the list approved by the Board.~~

PROPOSED REVISIONS

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Any pay adjustments for individual employees shall be determined within the approved budget following established procedures.

~~Less Than
Satisfactory
Performance~~

~~No employee with less than a satisfactory performance evaluation shall receive a pay increase.~~

~~Teachers~~

~~Teachers evaluated under the Texas Teacher Evaluation and Support System (T-TESS) shall be considered to have less than satisfactory performance if the average of all dimensions across all four domains on the summative evaluation is between 0 and 1.9. Teachers with less than satisfactory performance shall be placed on a performance plan.~~

~~Other
Employees~~

~~All other employees whose performance evaluation is scored less than three on a five-point scale shall be considered to have a less than satisfactory performance evaluation.~~

~~Midyear Pay
Increases~~

~~Contract
Employees~~

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See

DEA(LEGAL) for provisions on pay increases and public hearing requirements.]

Noncontract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools.]

~~Premium Pay
During Disasters~~

~~Employees who are required to work to mitigate the reason for an emergency closing shall be paid at a premium rate. All other employees who are required to work during an emergency closing shall be paid their regular rate of pay. The Superintendent shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.~~

~~Nonexempt
Employees~~

~~Nonexempt employees shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB]~~

~~Exempt
Employees~~

~~Exempt employees shall be paid their regular daily rate up to 40 hours per week and shall be compensated, at straight time, their regular rate of pay for any hours worked over 40 hours in the work-week.~~

PROPOSED REVISIONS

Classification of Positions

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for up to and including a 40-hour workweek.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

Workweek Defined

For purposes of FLSA compliance [the workweek for District employees shall begin at 12:00 a.m. on Sunday and ends at 11:59 p.m. Saturday.](#) ~~a workweek must be established. The established workweek shall be found in the employee handbook.~~

Compensatory Time

At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Accrual

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 40 hours. If an employee reaches a balance of 40 hours, the District shall require the employee to use the compensatory time, or at the District’s option, the District shall pay the employee for the compensatory time down to a balance of 24 hours. The employee and his or her supervisor shall schedule use of the remaining balance.

Upon transfer from one campus or department to another within the District, or upon separation from the District, the employee shall be paid for all compensatory time accumulated.

Use

An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a duty year, the District shall pay the employee for the compensatory time.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

PROPOSED REVISIONS

**Prior Approval
Required**

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with ~~District~~ administrative regulations ~~and guidelines~~.

**Documentation
Required**

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

~~Exception~~

~~Expenses for meals associated with authorized overnight travel not related to a state or federal grant may be paid to employees on a per diem basis. No receipts shall be required for expenses when paid on a per diem basis.~~

PROPOSED REVISIONS

Suspension with Pay A term contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interests will be served by the suspension.

~~Good Cause~~

~~The following acts or actions are determined to be good cause for termination of a term contract:~~

- ~~1. Failure or refusal to comply with policies, orders, instructions, regulations, and/or directives of the Board, Superintendent, and/or any superior.~~
- ~~2. Any act or conduct while on District property, whether in or out of a classroom, which is either indecent, obscene, illegal, cruel, abusive, or otherwise contrary to or inconsistent with the ordinary standards set by the performance and conduct of the other professional public employee of the District.~~
- ~~3. Failure of the employee to use his or her best efforts in carrying out any one or more of the following areas of professional duties and responsibilities:~~
 - ~~a. Creating a climate of learning in the classroom.~~
 - ~~b. Instilling a desire for learning in the classroom.~~
 - ~~c. Cooperating with coordinators, directors, instructional specialists, resource teachers, supervisors, the staff, and any departmental chairpersons.~~
 - ~~d. Improving teaching techniques.~~
 - ~~e. Maintaining all records and making all reports required by the District, the Superintendent, a principal, department head, or supervisor.~~
 - ~~f. Cooperating with guidance or psychological services in identifying and diagnosing problems of individual status.~~
 - ~~g. Striving consistently to improve teaching performance through participating in staff developmental programs.~~
 - ~~h. Serving on special study committees when so assigned.~~
 - ~~i. Lack of student improvement.~~
- ~~4. Any act or failure to act that would constitute good or just cause under the laws of the state of Texas.~~
- ~~5. Immorality, including unlawful practices.~~

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(LOCAL)

- ~~6. Conviction at the trial or court level of any felony or any other crime involving moral turpitude or the commission of any act that is made a crime by, or is a violation of, the laws of the United States or the state of Texas, and that directly affects the operation of the District.~~
- ~~7. The act of pleading no contest, nolo contendere, and/or receiving probation or deferred adjudication to a crime involving moral turpitude.~~
- ~~8. Consumption, in any amount, or possession of alcoholic beverages while on duty, on District grounds, or at a District-related or District-sponsored activity.~~
- ~~9. Excessive use of alcoholic beverages or use of narcotics at any time that in any way affects the ability to successfully perform duties as determined by Board policy.~~
- ~~10. Expressed unwillingness, refusal, or failure to comply with official directives and established Board policy.~~
- ~~11. Physical or verbal abuse of students, parents, coworkers, or other persons.~~
- ~~12. Inefficiency, incompetence, or inability to perform assigned duties.~~
- ~~13. Final conviction of any misdemeanor that impacts, or may impact, performance of job duties.~~
- ~~14. Possession of any weapon while on duty, on District premises, or at any District-sponsored function.~~
- ~~15. Stealing or misappropriation of property of the District or property of others on District premises.~~
- ~~16. Malicious mischief, defined as the abuse, misuse, or deliberate destruction or damaging of property, tools, or equipment of other employees, students, or the District.~~
- ~~17. Altering or tampering with time care, "sign in/out" roster, insurance records, or any other District documents or records, or making a false entry in, or false alteration of, a District record.~~
- ~~18. Making, presenting, or using any record or document with knowledge of its being false and with the intent that it be taken as a genuine governmental record.~~
- ~~19. Failure to report suspected child abuse in a timely manner.~~
- ~~20. Creating or contributing to a hostile environment in the workplace.~~

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(LOCAL)

- ~~21. Conduct or behavior not otherwise expressly referred to in this policy, either during or outside of working hours that could cause the public, students, or employees to lose confidence in the administration and the integrity of the District.~~
- ~~22. Failure of the employee to meet acceptable standards of conduct for employees in like or similar positions, or where the retention of the employee is detrimental to the best interests of the District.~~
- ~~23. Illegal use of drugs or hallucinogens or possession of such substances on District premises.~~
- ~~24. Falsifying or refusing to give testimony concerning accidents involving school vehicles, job-related injuries, or other accidents or incidents under official investigation. This includes failure to report a personal job-related injury and/or accident to an appropriate supervisor on the day of the occurrence or the next working day following the occurrence.~~
- ~~25. Failure to immediately report suspected sexual harassment or abuse by or of a student, employee, or other.~~
- ~~26. Failure or refusal to submit or account for all grades, reports, school equipment, or other required items, in a timely manner.~~
- ~~27. Repeated failure to receive a satisfactory evaluation.~~
- ~~28. Failure to put forth a reasonable effort to achieve rapport with students, parents, the community, other staff, or the Board.~~
- ~~29. Conscious misrepresentation of facts to the Board, or other school officials, regarding District business.~~
- ~~30. 1. Any reason constituting good cause for terminating a contract during its term.~~

PROPOSED REVISIONS

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. [If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.](#)

Notice of Proposed
Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee

notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing. ~~The initial notice or any subsequent notice shall contain the hearing procedures.~~

Request for Hearing

~~If~~ The Board has chosen to designate the ~~employee desires a type of~~ hearing ~~after receiving~~ for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall ~~notify~~ receive notice of whether the Board [see Request for Board Hearing, below] or an independent hearing examiner appointed by the commissioner of education [see Request for Appointment of Hearing Examiner, below] will conduct the hearing.

Request for Appointment of Hearing Examiner

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the commissioner, and providing the Board a copy of the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

Hearing Procedures

The hearing shall be conducted by an independent hearing examiner in ~~writing~~ accordance with the process described at DFD.

Board Decision

Following the hearing, the Board shall take appropriate action in accordance with DFD.

Request for Board Hearing

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing,

shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**Hearing by an
Attorney Designated
by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses ~~shall~~will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the

name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

PROPOSED REVISIONS

General Requirements

All resignations shall be submitted in writing to the Superintendent, deputy superintendent, executive director of human resources, ~~lead administrator, director of human resources,~~ or other person designated by Board action in accordance with this policy. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

At-Will Employees

The Superintendent shall be authorized to accept the resignation of an at-will employee at any time. The Superintendent may delegate to other administrators the authority to accept a resignation of an at-will employee.

Contract Employees

The Superintendent, human resources lead administrator, or other person designated by Board action shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent, human resources lead administrator, or other person designated by Board action. The resignation requires no further action by the District and is accepted upon receipt by the Superintendent, human resources lead administrator, or other person designated by Board action.

The Superintendent, human resources lead administrator, or other person designated by Board action shall be authorized to accept a contract employee's resignation submitted or effective at any other time. If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent, human resources lead administrator, or other person designated by Board action. The Superintendent, human resources lead administrator, or other person designated by Board action shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

Withdrawal of Resignation

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

PROPOSED REVISIONS

Reasonable Suspicion Searches

The District reserves the right to conduct searches when the District has reasonable suspicion to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business. Searches that reveal a violation of the District's standards of conduct may result in disciplinary action. [See DH]

Reasonable Suspicion Alcohol and Drug Testing

The District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol ~~testings~~ screening shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening.

A District employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination.

A District employee confirmed to have violated the District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DF series and DH]

Note: The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

Federally Required DOT Testing Program

In accordance with DOT rules, the District shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

Drug-Related
Violations

The following constitute drug-related violations under the DOT rules:

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or controlled substances test.
3. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.
4. Testing positive for controlled substances in a post-accident test.
5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
6. Testing positive for controlled substances in a random test.
7. Testing positive for alcohol, at a concentration of 0.04 or above, in a required follow-up test.
8. Testing positive for controlled substances in a required follow-up test.
- ~~7-9.~~ Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
- ~~8-10.~~ Testing positive for controlled substances in a reasonable suspicion test.

An employee who operates a commercial motor vehicle, including a bus, and commits a drug-related DOT violation as defined above ~~shall not be eligible for reinstatement as a driver~~ may be reinstated as a driver if he or she successfully completes a return-to-duty test. The employee may also be subject to follow-up tests.

Alcohol Results
Between 0.02 and
0.04

In accordance with DOT rules, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, see the disciplinary consequences at District-Imposed Consequences, below.]

Reasonable
Suspicion DOT
Testing

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the

appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.

**District-Defined
Violations**

~~An employee violates District policy if he or she tests positive for alcohol at a concentration of 0.02 or greater a second time within 24 months.~~

**District-Imposed
Consequences**

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances, including a second or subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, shall be subject to District-imposed discipline, as determined by his or her supervisor and the Superintendent. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a nondriving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.

PROPOSED REVISIONS

Superintendent's Authority

~~Note: This local policy has been revised in accordance with the District's innovation plan.¹~~

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

Assignment of Relatives

No employee shall be assigned to a position in which he or she would supervise or would otherwise be directly responsible for the evaluation of a member of his or her immediate family, as defined in DEC(LOCAL).

~~District Guidelines for Supervision of Relatives~~

~~A person in a supervisory position shall avoid all appearances of impropriety and shall not directly or indirectly supervise a relative. For purposes of this policy, a relative shall be defined as described in the nepotism statute. [See DBE(LEGAL)]~~

~~An employee, whether newly hired or considered for a reassignment, shall not be assigned by the District in any full-time, part-time, or temporary position when the employee would directly or indirectly be supervised by, or be supervisory to, a current District employee who is related to the applicant.~~

~~Direct or indirect supervision exists when the employee would, under an existing policy or procedure, be required to approve an employment action or would have authority over terms or conditions of employment of the relative.~~

~~When a person in a supervisory position who would directly or indirectly be supervised by, or be supervisory to, a relative, one of the parties shall be transferred to another position within the District for which he or she is qualified as soon as such a position is available.~~

~~Failure to disclose a relative to the degrees listed in the nepotism statute may result in disciplinary action, up to and including termination.~~

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

~~Member of the
Immediate Family
and Household~~

~~No employee shall initiate or participate in, directly or indirectly, decisions involving a direct benefit to members of his or her immediate family or household. "Household" shall include individuals regularly sharing the employee's residence.~~

**Campus
Assignments**

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

~~The Superintendent shall have the authority to approve a written request by the principal at a secondary campus for an individual without the requisite state certification in a particular subject area to teach one or more courses in accordance with the District's innovation plan. [See DBA and EHDD]~~

Supplemental Duties

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

**Work Calendars and
Schedules**

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

~~Innovation Plan: http://www.bryanisd.org/apps/pages/index.jsp?uREC_ID=680095&type=d&pREC_ID=1123068~~

PROPOSED REVISIONS

<u>Appraisal System</u> T-TESS	<p>The District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with <u>state</u> law and administrative regulations.</p> <p><u>The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.</u></p>
<u>Annual Appraisal</u> <u>Exception</u>	<p><u>District teachers shall be appraised annually.</u></p> <p><u>Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.</u></p>
<u>Less-Than-Annual</u> <u>Eligibility</u>	<p><u>In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:</u></p> <p>The District may waive the annual appraisal requirements for a teacher who meets all of the following criteria:</p> <ol style="list-style-type: none"><u>1. Have been employed by the District for at least three consecutive years; A minimum of 3 consecutive years teaching in Bryan ISD prior to the first year of exemption;</u>1.2. Have Proficient <u>received proficient</u> ratings or higher on all 12 dimensions from domains 1, 2, and 3 from the <u>on his or her</u> two <u>most recent T-TESS formal</u> two <u>consecutive</u> appraisals; and2.3. Have Proficient <u>received proficient</u> ratings or higher on all four domains <u>on his or her</u> from the <u>two</u> most recent T-TESS <u>two consecutive</u> summative conferences.
<u>Frequency</u>	<p><u>Eligible teachers shall be appraised every four years.</u></p> <p><u>During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.</u></p> <p><u>A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.</u></p>
<u>Annual Review</u> <u>Process</u>	<p><u>In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.</u></p>

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

~~After four years of exemption, the teacher shall return, for a minimum of one year, to being evaluated with the formal appraisal. If he or she meets the exemption requirement during that year, the opportunity to return to the exemption will be extended to the teacher.~~

~~In the years that a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall continue to participate in an annual review process that includes walkthroughs, student learning objectives (SLOs), goal setting and professional development planning, and the summative conference.~~

~~The campus principal shall have the discretion to recommend that a previously exempted teacher return to the formal observation cycle by filling out the form, Notice of Teacher Return to Annual T-TESS Appraisal.~~

~~The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.~~

Teacher Incentive
Allotment

A teacher in a position eligible for the teacher incentive allotment shall be appraised annually and shall not be eligible for less-than-annual appraisal.

PROPOSED REVISIONS

Relation to Essential Knowledge and Skills

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

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

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

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Progress Reporting

The District shall issue grade reports/report cards every six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, [the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher](#), and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students, [or the use of an artificial intelligence detection tool selected by the District.](#) [See CQ (LOCAL)]

PROPOSED REVISIONS

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving
Special Education
Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

Standards for Mastery

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or above on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) ~~higher~~ shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

Kindergarten to
~~Grade 1~~

~~A student shall be promoted from~~ In kindergarten to grade 1, promotion to the next grade level shall be based on mastery of at least 70 percent of the skills listed on the standards-based report card. ~~if the student has:~~

- ~~1. Met satisfactory performance on the kindergarten competencies; and~~
- ~~2. Met state attendance requirements.~~

Grades 1-4

In grades 1-4, promotion to the next grade level shall be based on an overall average of 70 or above for all subject areas and a grade of 70 or above in English language arts/reading (ELAR), mathematics, science and social studies.

Grades 5-8

In grades 5-8, promotion to the next grade level shall be based on an overall average of 70 or above for all subject areas and a grade

<u>Alternate Promotion Criteria</u>	<u>of 70 or above in English language arts (ELA), mathematics, science and social studies.</u>
<u>Grades 9–12</u>	<u>For students</u> When students in grades 1-8 who do not meet full the promotion criteria as noted above, the following <u>District shall be considered to determine final grade placement in accordance with the following: student academic performance, standardized assessments, permanent records, and pertinent student information.</u>
Grade 1 to Grade 2	A student shall be promoted from grade 1 to grade 2 if the student has: 1. Earned a final average of 70 or higher on a scale of 100 for each of the following course-level and grade-level classes in which the student is enrolled: a. English Language Arts, including: (1) Reading and (2) Writing; b. Mathematics; c. Science; and d. Social studies; 2. Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and 3. Met state attendance requirements. For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student academic performance, standardized assessments, permanent records, and pertinent student information.
Grade 2 to Grade 3	A student shall be promoted from grade 2 to grade 3 if the student has: 1. Earned a final average of 70 or higher on a scale of 100 for each of the following courses in which the student is enrolled: a. English Language Arts, including: (1) Reading and

	<p>(2) Writing;</p> <p>b. Mathematics;</p> <p>c. Science; and</p> <p>d. Social studies;</p> <p>2. Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and</p> <p>3. Met state attendance requirements.</p> <p>For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student academic performance, standardized assessments, permanent records, and pertinent student information.</p>
Grade 3 to Grade 4	<p>A student shall be promoted from grade 3 to grade 4 if the student has:</p> <p>1. Earned a final average of 70 or higher on a scale of 100 for each of the following course-level and grade-level classes in which the student is enrolled:</p> <p>a. English Language Arts, including:</p> <p>(1) Reading and</p> <p>(2) Writing;</p> <p>b. Mathematics;</p> <p>c. Science; and</p> <p>d. Social studies;</p> <p>2. Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and</p> <p>3. Met state attendance requirements.</p> <p>For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student academic performance, standardized assessments, permanent records, and pertinent student information.</p>
Grade 4 to Grade 5	<p>A student shall be promoted from grade 4 to grade 5 if the student has:</p>

~~1.— Earned a final average of 70 or higher on a scale of 100 for each of the following course-level and grade-level classes in which the student is enrolled:~~

~~a.— English Language Arts, including:~~

~~(1)— Reading and~~

~~(2)— Writing;~~

~~b.— Mathematics;~~

~~c.— Science; and~~

~~d.— Social studies;~~

~~2.— Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and~~

~~3.— Met state attendance requirements.~~

~~For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student academic performance, standardized assessments, permanent records, and pertinent student information.~~

~~Grade 5 to Grade 6~~

~~A student shall be promoted from grade 5 to grade 6 if the student has:~~

~~1.— Earned a final average of 70 or higher on a scale of 100 for each of the following course-level and grade-level classes in which the student is enrolled:~~

~~a.— English Language Arts, including:~~

~~(1)— Reading and~~

~~(2)— Writing;~~

~~b.— Mathematics;~~

~~c.— Science; and~~

~~d.— Social studies;~~

~~2.— Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and~~

~~3.— Met state attendance requirements.~~

~~For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student~~

	<p>academic performance, standardized assessments, permanent records, and pertinent student information.</p> <p>Grade 6 to Grade 7 A student shall be promoted from grade 6 to grade 7 if the student has:</p> <ol style="list-style-type: none">1. Earned a final average of 70 or higher on a scale of 100 for each of the following course-level and grade-level classes in which the student is enrolled:<ol style="list-style-type: none">a. English Language Arts, including:<ol style="list-style-type: none">(1) Reading and(2) Writing;b. Mathematics;c. Science; andd. Social studies;2. Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and3. Met state attendance requirements. <p>For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student academic performance, standardized assessments, permanent records, and pertinent student information.</p>
	<p>Grade 7 to Grade 8 A student shall be promoted from grade 7 to grade 8 if the student has:</p> <ol style="list-style-type: none">1. Earned a final average of 70 or higher on a scale of 100 for each of the following course-level and grade-level classes in which the student is enrolled:<ol style="list-style-type: none">a. English Language Arts, including:<ol style="list-style-type: none">(1) Reading and(2) Writing;b. Mathematics;c. Science; andd. Social studies;

	<p>2.— Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and</p> <p>3.— Met state attendance requirements.</p> <p>For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student academic performance, standardized assessments, permanent records, and pertinent student information.</p>
<p>Grade 8 to Grade 9</p>	<p>A student shall be promoted from grade 8 to grade 9 if the student has:</p> <p>1.— Earned a final average of 70 or higher on a scale of 100 for each of the following course-level and grade-level classes in which the student is enrolled:</p> <p>a.— English Language Arts, including:</p> <p>(1)— Reading and</p> <p>(2)— Writing;</p> <p>b.— Mathematics;</p> <p>c.— Science; and</p> <p>d.— Social studies;</p> <p>2.— Earned a final average of 70 or higher on a scale of 100 in all course-level and grade-level classes for which a numeric grade is awarded; and</p> <p>3.— Met state attendance requirements.</p> <p>For students who do not meet full promotion criteria, the following shall be considered to determine final grade placement: student academic performance, standardized assessments, permanent records, and pertinent student information.</p>
<p>Grades 9–12</p>	<p>Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See E!]</p>

PROPOSED REVISIONS

(see page 1)

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Students Not Enrolled

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

“Accredited” Defined	For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.
Grade-Level Placement	The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.
Accredited Schools	
Nonaccredited Schools	A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include: <ol style="list-style-type: none">1. Scores on achievement tests, which may be administered by appropriate District personnel.2. Recommendation of the sending school.3. Prior academic record.4. Chronological age and social and emotional development of the student.5. Other criteria deemed appropriate by the principal.
Transfer of Credit	Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.
Accredited Texas Public Schools	
Other Accredited or Nonaccredited Schools	Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student’s records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.
Transition Assistance	In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student’s available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment. [See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

PROPOSED REVISIONS

No-Interdistrict
Transfers
~~Transfer
Requests
Exceptions~~

A nonresident student shall not be permitted to attend District schools except as provided below.

Exceptions

~~A resident student who becomes a nonresident during the final grading period/course of a semester shall be permitted to continue in attendance for the remainder of the semester.~~

*Kindergarten-
Grade 8*

~~Any~~ A resident student in kindergarten-grade 8 who becomes a nonresident during the school year ~~moves outside the District~~ may apply to remain enrolled in the District for the remainder of the school year on a tuition basis as long as the enrollment does not place the class/school in violation of the maximum class size allowed by law.

Grades 9-12

~~Any~~ A resident student in grades 9-12 who becomes a nonresident during the school year ~~moves outside the District~~ may apply to remain enrolled in the District for the remainder of high school on a tuition basis.

*Children of
Nonresident
Employees*

~~A child of a nonresident full-time District employee may attend the campus at which the child's parent is employed or a campus determined by the department of school administration to be "open—having space available." Application shall be made in the time and manner set forth in administrative regulations, and transfers request that his or her child be admitted into District schools by filing an application with the Superintendent or designee. Transfers shall be granted for one regular school year at a time, on a tuition-free basis.~~

~~When the parent or guardian is no longer employed by the District, the student may continue his or her enrollment in the District until the end of the semester in which the employment termination took place~~

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff, ~~student transportation issues, the intended duration of the transfer,~~ and the student's disciplinary history and attendance records.

*Transfer
Agreements*

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District ~~and the student's program, as applicable.~~ Violation of the terms of the agreement may result in a transfer request not being approved the following year.

~~Bryan Collegiate
High School~~

~~A student enrolled at Bryan Collegiate High School prior to June 1, 2018, who does not reside in the District may complete the program without annually reapplying for transfer so long as the~~

~~student continues to meet the terms of the transfer agreement. Violation of the terms of the agreement may result in revocation of transfer to Bryan Collegiate High School effective at the end of the school year.~~

Tuition

If the District charges tuition, the amount shall be set by the Board, within statutory limits.

Waivers

The Superintendent or designee may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

PROPOSED REVISIONS

Class Changes	<p>A student shall be assigned to a school in the attendance area in which he or she resides. However, a transfer may be granted under circumstances outlined in approved intradistrict transfer administrative procedures. In instances when an intradistrict transfer is approved, the District shall place the student at the campus at which there would be the least negative impact on campus/class enrollment or space. If a student transfers for the purpose of participating in an advanced academic program, the District shall provide transportation. Otherwise, the parent or guardian of a transferring student shall be responsible for providing transportation to and from school.</p>
Transfers Between Schools	<p>The Superintendent or campus principal shall be authorized to investigate and approve the transfer of a student from one classroom to another on that campus.</p> <p>The Superintendent shall be authorized to investigate and approve transfers between schools.</p> <p>The Board shall be notified of any proposed changes to the corresponding administrative regulations for this policy.</p> <hr/> <p>Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.</p> <hr/>

PROPOSED REVISIONS

Liaison for Homeless Students

The Superintendent shall designate an appropriate staff person as the District liaison for students who are homeless. [See FFC]

The liaison shall receive and provide to appropriate staff members professional development regarding services required by law to identify and meet the needs of students who are homeless. In addition, the liaison shall regularly review with campus admissions personnel the laws and administrative procedures applicable to students who are homeless.

Admissions

The District shall not stigmatize or segregate a student who is homeless.

The principal and campus admissions staff shall notify the liaison for homeless students of admission-~~or identification~~ of a student who is homeless.

Enrollment in School of Origin

In determining the best interest of the student for the purpose of continuing the student's education in the school of origin, as defined by law, the District shall presume that keeping the student in his or her school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth. The District shall also consider the best interests of the student with regard to the impact of moving schools on the student's achievement, education, health, and safety, including such relevant factors as:

1. Continuity of instruction;
2. Age and grade placement of the student;
3. Distance of the commute and its impact on the student's education or special needs;
4. Personal safety of the student;
5. The student's eligibility and need for any specialized services and supports, such as Section 504, special education and related services, or bilingual or English as a second language services;
6. Length of anticipated stay in a temporary shelter or other temporary location, if applicable;
7. Likely area of the family's or youth's future housing;
8. Time remaining in the school year; and
9. School placement of siblings.

Services, including transportation, that the District is required to provide shall not be considered in determining the student's school of attendance.

**Continuation of
Transportation**

The District shall provide transportation to a student who is homeless to and from the school of origin, as provided by law. If such a student ceases to be homeless and if requested by the parent, guardian, or unaccompanied youth, the District shall continue to provide transportation to and from the school of origin through the end of the school year. [See CNA]

**Dispute Resolution
Process**

If the District determines that it is not in the student's best interest to attend the school of origin or the requested school, the District shall provide a written explanation, in a manner and form that is understandable to the parent, guardian, or unaccompanied youth, of the reasons for the decision, including the right to appeal.

If the student, parent, or guardian has a complaint about eligibility, school selection, or enrollment decisions made by the District, that person shall use the complaint resolution procedures set out in FNG(LOCAL), beginning at Level Two. The District shall expedite local timelines in the District's complaint process, when possible, for prompt dispute resolution.

Pending final resolution of the dispute, the District shall immediately enroll the homeless student in the school in which enrollment is sought and permit the student to attend classes, receive the requested services, and participate fully in school activities.

When the principal becomes aware of a complaint, he or she shall notify the liaison for homeless students within one school day. At all times during the dispute resolution process, the liaison for homeless students or designee shall accompany and assist the student, parent, or guardian.

[See FNG(LOCAL) for all other complaints.]

~~**Note:** This local policy has been revised in accordance with the District's innovation plan.~~

**Absences
Considered**

This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has attended the required percentage of days under this policy.

**Attendance
Committees**

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent shall make the specific appointments in accordance with legal requirements.

**Parental Notice of
Excessive Absences**

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

**Methods for
Regaining Credit or
Awarding a Final
Grade**

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

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee. ~~In accordance with the District's innovation plan, District personnel may also submit a petition to the appropriate attendance committee on behalf of the student.~~

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than five **working** days after the last day of classes.

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

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

Personal Illness

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

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

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee shall consider the student's unique circumstances and, if necessary, shall impose conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.
3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

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

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

~~Innovation Plan: <https://www.bryanisd.org/>~~

DELETE POLICY

Students shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Private Lessons

Students shall not be excused during school hours for private lessons of any nature.

PROPOSED REVISIONS

Administrative regulations shall address student fundraising plans, approval of fundraising activities, and any required reporting on fundraisers by campus administrators.

~~Student fundraising guidelines are addressed in the District's business office procedures and student activity handbook. Guidelines include student fundraising plans, approval of fundraising activities, and any required reporting on fundraisers by campus administrators.~~

With at least one employee managing each project, students representing their school or the District may participate in approved fundraising to benefit the District or a nonschool, charitable organization. Participation shall be voluntary and shall be approved only when the fundraising activity relates to the District's educational mission.

Fundraising shall not be permitted during class time. [See EC]

Fundraising through sales of foods and beverages that could be consumed during the school day shall meet the requirements for competitive foods unless the District allows an exception from the competitive food requirement, as permitted by state and federal law. [See CO and FFA]

PROPOSED REVISIONS

(see page 5)

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The Superintendent is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any accelerated education plan developed for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.

- b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
- c. Immunization records. [See FFAB]
- 6. Attendance records.
- 7. Student questionnaires.
- 8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
- 9. Verified reports of serious or recurrent behavior patterns.
- 10. Copies of correspondence with parents and others concerned with the student.
- 11. Records transferred from other districts in which the student was enrolled.
- 12. Records pertaining to participation in extracurricular activities.
- 13. Information relating to student participation in special programs.
- 14. Records of fees assessed and paid.
- 15. Records pertaining to student and parent complaints.
- 16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents

may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;

4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The special education director shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the District special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within 10 District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within 10 District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and
2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes — all District publications and announcements — directory information shall include student name; address; ~~telephone listing; electronic mail address;~~ photograph; ~~date and place of birth;~~ degrees, honors, and awards received; ~~dates of attendance;~~ grade level; ~~most recent school previously attended;~~ ~~enrollment status;~~ participation in officially recognized activities and sports; and weight and height of members of athletic teams.

All Other Purposes

[No student information is designated as directory information for non-school purposes.](#)

~~For all other purposes, directory information shall include student name; address; telephone listing; degrees, honors, and awards received; grade level; and participation in officially recognized activities and sports.~~

PROPOSED REVISIONS

Extracurricular Activity Absences

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board.

The District shall not limit an eligible student's absences related to participation in extracurricular activities. [See FM(LEGAL)]

~~A student shall be allowed in a school year ten extracurricular absences not related to post-district competition, five absences for post-district competition prior to state, and two absences for state competition.~~

~~Additional absences, to a maximum of 15, shall be permitted when a student has a grade average of at least 80 in the courses or subjects to be missed.~~

~~Exemptions — No Pass, No Play~~

~~In addition to the courses exempted by the University Interscholastic League (UIL), courses designated by the District as Pre-Advanced Placement (AP) courses shall also be exempt from no pass, no play. Students in approved Pre-AP classes shall be exempt from no pass, no play rules with a failing grade between 65 and 69. Students with a failing grade less than 65 shall not be exempt from no pass, no play in any Pre-AP course. Students in all other courses must meet UIL eligibility requirements.~~

Use of District Facilities

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

[For eligibility of a private school student, including a homeschool student, to participate in extracurricular activities, see FD(LOCAL).]

DELETE POLICY

**Transportation for
Student Travel**

Students who participate in school-sponsored trips shall be required to use transportation provided by the District to and from the event, except as otherwise permitted in administrative regulations.

**In-State Overnight
Trips**

Any in-state overnight trips taken by student organizations and other student groups shall require approval from the Superintendent or designee.

Out-of-State Trips

Any out-of-state trips taken by student organizations or other student groups shall require approval from the Superintendent.

PROPOSED REVISIONS

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District student, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed by students.

For purposes of this policy, "distribution" means the circulation of more than ~~five~~ 25 copies of material from a source other than the District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be considered nonschool literature and shall not be governed by this policy.

[For distribution of nonschool literature by nonstudents, see GKDA]

Limitations on Content

Nonschool literature shall not be distributed by students on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.

8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All nonschool literature intended for distribution by students on school campuses or other District premises under this policy shall be submitted to the principal for prior review in accordance with the following:

1. Materials shall include the name of the person or organization sponsoring the distribution.
2. Using the standards found in this policy at Limitations on Content, the principal shall approve or reject submitted materials within two school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature by District students only in the following circumstances:

1. Distribution of materials by a student to other attendees during a meeting of a noncurriculum-related student group authorized to meet at school during noninstructional time in accordance with FNAB(LOCAL); or
2. Distribution of nonschool materials in circumstances for which exceptions to prior review are authorized at GKDA(LOCAL).

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed by students to students or others at the principal's campus.

The office of communications shall designate times, locations, and means for distribution of nonschool literature by students at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials, suspension of a noncurriculum-related student group's use of District facilities, and/or other disciplinary action in accordance with the Student Code of Conduct.

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with FNG(LOCAL).

DELETE POLICY

**Use or Possession
by Students**

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

Enforcement

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

PROPOSED REVISIONS

**Questioning
Students**

District officials may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students may not refuse to answer questions based on a right not to incriminate themselves.

For provisions pertaining to student questioning by law enforcement officials or other state or local governmental authorities, see GRA(LOCAL).

District Property

Desks, lockers, District-provided technology, and similar items are the property of the District and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in District property. Students shall be fully responsible for the security and contents of District property assigned to them. No student shall place or keep in a desk, locker, District-provided technology, or similar item any article or material prohibited by law, District policy, or the Student Code of Conduct. Students shall be responsible for any prohibited item found in District property provided to the student.

Searches in General

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.

District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to District policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on District property.

Reasonable-
Suspicion Searches

Searches should be reasonable at their inception and in scope. If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a District official may conduct a search in accordance with law and District regulations.

Suspicionless
Searches

For purposes of this policy, a suspicionless search is a search carried out based on lawful security procedures, such as metal detector searches ~~or random drug testing~~.

*Metal Detector
Searches*

In order to maintain a safe and disciplined learning environment, the District reserves the right to subject students to metal detector

searches when entering a District campus and at off-campus, school-sponsored activities.

Use of Trained Dogs

The District reserves the right to use trained dogs to conduct screening for concealed prohibited items. Such procedures shall be unannounced. The dogs shall not be used with students; however, students may be asked to leave personal belongings in an area that will be screened. If a dog alerts to an item or an area, it may be searched by District officials.

**Random Drug-
Testing Program**

~~The District requires the random drug testing of any student in grades 9-12 who chooses to participate in school-sponsored extracurricular activities or request a permit to park a vehicle on school property.~~

~~The Superintendent shall develop regulations for the implementation of the District's random student drug testing program that address the following:~~

- ~~1.— Covered activities and purpose of the program;~~
- ~~2.— Written consent and confidentiality of results;~~
- ~~3.— Testing procedures and collection process; and~~
- ~~4.— Applicable consequences.~~

Appeal

~~A student or parent may appeal a decision made under the random drug testing program in accordance with FNF(LOCAL). The student shall be ineligible for participation in extracurricular activities or reinstatement of parking privileges while the appeal is pending.~~

PROPOSED REVISIONS

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

“Parent” Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned 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.

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee’s duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.

2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

**Video and Audio
Monitoring**

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property ~~and on District buses~~.

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The ~~Superintendent or designee~~principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to
Recordings

Recordings shall remain in the custody of the ~~Superintendent or designee~~campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

DELETE POLICY

News Releases

News releases concerning political or controversial issues or the overall operation of District schools, or involving more than one campus, shall be made only by the office of communications.

News releases concerning programs and activities at an individual campus shall be made by the office of communications.

Other news releases concerning athletic events and programs shall be released to the news media by the director of athletics.

Communications During a Crisis

In any crisis situation affecting the District or an individual campus, the Superintendent or designee shall be the official District spokesperson and shall be responsible for all communication with the news media.

PROPOSED REVISIONS

Distribution of Nonschool Literature Permitted

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed on any District premises.

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of nonschool literature by students.]

Limitations on Content

Nonschool literature shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All nonschool literature intended for distribution on school campuses or other District premises under this policy shall be submitted to the ~~office of communications~~ [office of community affairs](#) for prior review in accordance with the following:

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

1. Materials shall include the name of the person or organization sponsoring the distribution.
2. Using the standards found in this policy at Limitations on Content, the ~~office of communications~~ office of community affairs shall approve or reject submitted materials within two school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature in the following circumstances:

1. Distribution of materials by an attendee to other attendees at a school-sponsored meeting intended for adults and held after school hours;
2. Distribution of materials by an attendee to other attendees at a community group meeting held in accordance with GKDA(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL); or
3. Distribution for electioneering purposes during the time a school facility is being used as a polling place in accordance with state law [see BBBA].

All nonschool literature distributed under these exceptions shall be removed from District property immediately following the event at which the materials were distributed.

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus.

The ~~office of communications~~ office of community affairs shall designate times, locations, and means for distribution of nonschool literature at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with this policy or fails to leave the premises when asked. [See GKA]

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with the appropriate District complaint policy. [See DGBA or GF]

8.F. Consider Approval of a Memorandum of Understanding with Texas A&M University Health Science Center for TeleHealth Mental Health Services for Students of Bryan ISD

**MEMORANDUM OF UNDERSTANDING
TO PROVIDE PEDIATRIC AND ADOLESCENT BEHAVIORAL HEALTH SERVICES VIA
TELEHEALTH
BETWEEN
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
ON BEHALF OF
THE COLLEGE OF MEDICINE
AND
BRYAN INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is made and entered into by and between Texas A&M University Health Science Center (“TAMHSC”), a health-related institution under the administration of Texas A&M University (“TAMU”), a member of The Texas A&M University System (“the A&M System”), an agency of the state of Texas, on behalf of the College of Medicine (“COM”), and Bryan Independent School District, located at 801 S. Ennis Street, Bryan, TX 77803 (“Site”) for the provision and administration of telehealth services associated with the Texas Child Health Access Through Telemedicine (“TCHAT”), an initiative of the Texas Children’s Mental Health Care Consortium (“TCMHCC”) funded by the state of Texas. TAMHSC and Site are each individually sometimes referred to as a “Party” and collectively sometimes referred to as the “Parties”.

WITNESSETH

WHEREAS, TAMHSC is a health-related institution member of the TCMHCC and has been funded by Senate Bill 11 to address gaps in mental health care for children and adolescents in Texas;

WHEREAS, COM is a component of TAMHSC and operates comprehensive professional education programs for the study of medicine at both the undergraduate and graduate levels;

WHEREAS, COM’s Department of Psychiatry & Behavioral Sciences (“PSY”) operates comprehensive research, training and clinical programs;

WHEREAS, TCMHCC initiatives are focused on delivering school-based behavioral health services and education;

WHEREAS, the TCHAT initiative is designed to provide school-based access with a mental health professional for high-risk children and adolescents;

WHEREAS, the role of the TCHAT project is the initial intervention and assessment of these students and referral, if necessary (the “TCHAT Project”);

WHEREAS, Site desires to participate in carrying out the objectives associated with the TCHAT Project; and

WHEREAS, Site desires to engage the services of TCHAT Project from the Department of Psychiatry & Behavioral Sciences and Department of Psychiatry & Behavioral Sciences desires to provide such services to Site.

NOW, THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article 1 - Purpose

Site is ready, willing and able to undertake a portion of the efforts associated with the TCHATT Project as described in "Exhibit A", which is attached hereto and incorporated by reference herein.

Article 2 - Description of Work

Site shall cooperate and shall exert its best efforts in carrying out the specific objectives set out in the Statement of Work, which is attached hereto as "Exhibit B" and incorporated by reference herein, during the Period of Performance set forth below.

Article 3 - Period of Performance

This MOU shall begin upon signature of the Parties and shall continue in full force and effect for five (5) years.

Article 4 - Compensation

All Parties expressly acknowledge that nothing in this MOU shall be construed as establishing an obligation of payment to either Party by the other Party.

Article 5 – TAMHSC TCHATT Project Director

The TCHATT Project Director identified in Article 13 shall be responsible for the general guidance and technical direction of all work under this MOU.

Article 6 - Site Key Personnel

The key Site personnel cited below are considered to be essential to the work being performed hereunder (each, a "Key Person"). In the event that a Key Person leaves Site's employment or becomes unable or unwilling to continue the TCHATT Project, Site shall notify TAMHSC in writing reasonably in advance and may propose an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by TAMHSC. In the event a mutually acceptable replacement is not available, TAMHSC shall have the option to immediately terminate this MOU upon written notice to Site. The thirty (30) calendar day prior notice required under Article 11 of this MOU is not required for termination by TAMHSC under this Article. Such termination shall be in writing.

Key Personnel:

Name: Donna Willett, Director, Counseling Services

Address: 801 S. Ennis Street, Bryan, TX 77803

(Ph): (979)209-1054

Email: donna.willett@bryanisd.org

Fax:

Article 7 - Assurances

A. For purposes of the Family Educational Rights and Privacy Act (FERPA), Site designates TAMHSC as a school official with a legitimate educational interest in any educational records (as defined in FERPA) to the extent TAMHSC requires access to those records to fulfill its obligations under this MOU. TAMHSC shall comply with FERPA as to any such educational records and is prohibited from redisclosure of the educational records except as otherwise authorized by FERPA. Further, TAMHSC and its officers and employees are only permitted to use the educational records for the purpose of meeting TAMHSC's obligations under this MOU.

- B. All medical and other records and documents prepared by TAMHSC shall be and remain the property of TAMHSC and the applicable patient in accordance with applicable law and shall be treated as confidential pursuant to applicable federal and state law. Site understands that TAMHSC shall not provide any protected health information to Site without an executed TAMHSC approved HIPAA consent form.

Article 8 - Reports & Records Inspection

Site agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHATT Project to TAMHSC for its reporting requirements to the TCMHCC. Reports shall be sent to the TCHATT Project Director at the address shown in Article 13. Furthermore, Site agrees to retain all progress reports, statistical records, and all other records pertinent to this MOU for a minimum of four (4) years from the termination date of this MOU.

Article 9 - Amendment and Modification

This MOU, or any portion hereof, may be amended or modified in writing at any time as mutually agreed upon by the Parties, or as required by TCMHCC.

Article 10 - Independent Relationship

Nothing in this MOU is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this MOU shall be performed and rendered in a competent, efficient, and satisfactory manner.

Article 11 - Termination of MOU

- A. Either TAMHSC or Site may terminate this MOU, with or without cause, upon thirty (30) calendar days written notification to the other Party. Notice of termination shall be given by prepaid certified or registered mail and shall be deemed to be given on the date so delivered.
- B. TAMHSC may terminate this MOU immediately with written notice in the event the TCMHCC terminates the funding under Rule §3.2519 of the Texas Administrative Code.

Article 12 - Governing Law and Venue

This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

Article 13 - Communications

Communications between the Parties shall be sent via prepaid certified mail or registered mail to the following and shall be deemed to be given on the date so delivered unless otherwise provided herein:

For TAMHSC:

Programmatic/Project Director:
Name: TAMHSC TCHATT Project Director
Address: 2900 E 29th Street, Suite 300
Bryan, TX 77802

E-mail: texasamhealthtchatt@tamu.edu
Phone: (979) 436-0700

For Site:

Programmatic:
Name: Donna Willett, Director, Counseling Services
Address: 801 S. Ennis Street, Bryan, TX 77803
E-mail: donna.willett@bryanisd.org
Phone: (979)209-1054
Fax :

Fax : (979) 436-0062

Administrative:
Name: MPSY Director
Address: 2900 E 29th Street, Suite 300
Bryan, TX 77802

E-Mail: TCHATAdmin@tamu.edu
Phone: (979) 436-9052
Fax : (979) 436-0062

Administrative:
Name: Ginger Carrabine, Superintendent
Address: 801 S. Ennis Street, Bryan, TX 77803
E-mail: superintendent@bryanisd.org
Phone: (979)209-1002,
Fax :

Article 14 - Compliance

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.

Article 15 - Indemnity

As consideration for Site's participation in the TCHAT Project, Site, to the extent allowed by the Constitution and laws of the state of Texas, agrees to indemnify and hold harmless TAMHSC, its officers, agents and employees (collectively "Indemnities") from any and all claims, actions, demands or suits of any kind or character either by common law or statute, whether now recognized or not, including any and all liability caused in whole or in part by the negligence (whether sole, joint or concurrent), gross negligence, strict liability or other legal fault of Indemnities, and including, but not limited to, any costs expenses or penalties.

Article 16 - Warranty of Authority

The person(s) executing this MOU on behalf of the Parties, or representing themselves as executing this MOU on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this MOU on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.

Article 17 – Insurance

The Parties acknowledge that liability for the tortious conduct of the agents and employees of TAMHSC (other than professional liability of medical staff physicians, residents and fellows) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TAMHSC is provided by TAMHSC as mandated by the provisions of Texas Labor Code, Chapter 503. The Parties further acknowledge that TAMHSC shall have the right, at its option, to either (a) obtain liability insurance protecting TAMHSC and its employees and property insurance protecting TAMHSC's buildings and the contents, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by TAMHSC as a result of its operations under this MOU. Any obligation by TAMHSC under this MOU to obtain insurance is expressly made subject to TAMHSC's authority under state law to obtain such insurance.

Article 18 – Background Screenings

TAMHSC will require all TAMHSC employees, students and volunteers who provide services

pursuant to this MOU to submit to a criminal background check. TAMHSC employees, students and/or volunteers with disqualifying criminal histories are prohibited from providing services under this MOU. TAMHSC shall be responsible for all costs associated with any criminal background checks.

Article 19 – Other

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMHSC shall be in Brazos County, Texas.

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMHSC and Site to attempt to resolve any claim for breach of contract made by Site that cannot be resolved in the ordinary course of business. Site shall submit written notice of a claim of breach of contract under this Chapter to the Vice President & Chief Financial Officer of Texas A&M University Health Science Center, who shall examine Site's claim and any counterclaim and negotiate with Site in an effort to resolve the claim.

Site acknowledges that TAMHSC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMHSC's written request, Site will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of TAMHSC. Site acknowledges that TAMHSC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Site agrees that this Agreement can be terminated if Site knowingly or intentionally fails to comply with a requirement of that subchapter.

Site expressly acknowledges that TAMHSC is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by TAMHSC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Pursuant to Chapter 2270, *Texas Government Code*, Site certifies Site (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this MOU. Site acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

Site shall not use TAMHSC's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving TAMHSC's prior written approval.

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Site certifies Site is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Site acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Site is responsible for ensuring that its employees involved in any work being performed for TAMHSC under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event TAMHSC becomes aware that Site has a NEFR Employee involved in any work being performed under this Agreement, TAMHSC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMHSC.

Article 19 - Signatures

IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU.

Texas A&M University Health Science Center, on behalf of its College of Medicine:

Bryan Independent School District:

Amy L. Waer, MD
Jean and Tom McMullin Endowed Dean
College of Medicine
Texas A&M University

Name
Title

Date: _____

Date: _____

EXHIBIT A - DESCRIPTION OF TCHATT PROJECT

Vision Statement:

Every child receiving public education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHATT:

The TCHATT initiative is designed to provide school-based access with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

Key Components of a Successful TCHATT Program:

•**Telemedicine or telehealth** – Programs should leverage the use of telecommunications technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional.

•**Identify mental health needs** – Site should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators, who then refer students to the school counselor or designated TCHATT support person on campus. The school counselor or TCHATT support person can then connect the student with TCHATT services and facilitate communication with the parents/guardian. The goal is to quickly identify a child who is experiencing a mental health challenge.

•**Assess mental health needs** – Programs must use a mental health professional (LPC, CAP, psychology doctoral student, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by the school counselor or TCHATT support person.

•**Provide access to mental health services** – Utilizing telecommunications technology, a program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services shall be approximately two months. If ongoing care is needed, the child should be referred to a separately funded resource (e.g, public or private insurance, indigent-funded services) for longer term care using one of the strategies outlined above.

•**Prioritize needs of at-risk children and adolescents** – Programs should have a triage system for prompt review of school referral and appropriate triage of symptom severity.

EXHIBIT B – STATEMENT OF WORK

• TAMHSC TCHATT Covered Services

- **Services:** TAMHSC shall provide, as applicable, the following pediatric and adolescent behavioral health services remotely by means of telecommunications technology to mutually agreed upon students of Site (“Patient”): case consultation, risk assessment, therapeutic intervention, therapy, psychoeducation, medication evaluations, psychopharmacological interventions, treatment and intervention recommendations, and referral services. Prior to providing any telehealth services to a Patient, TAMHSC will obtain an executed telehealth consent form from the Patient or the Patient’s parent or guardian. TAMHSC will schedule the Patient with a TAMHSC behavioral health professional with the primary goals of assessment and stabilization. If ongoing care is needed, TAMHSC will refer the Patient to a separately funded resource for longer term care.
- **Personnel:** TAMHSC will utilize licensed personnel, including psychologist and psychiatrist, doctoral level trainees, and support staff, including administrative and information technology (“IT”) staff. TAMHSC will provide supervision for its personnel from its facilities at TAMHSC.
- **Training:** TAMHSC will train Site staff on the use of the TAMHSC telehealth platform.
- **Materials:** TAMHSC will provide any program specific materials (e.g. flyers, brochures) upon request for distribution by Site for informational and promotional purposes.
- **Education:** TAMHSC will provide education Youth Aware of Mental Health of (“YAM”) for districts upon request.

• School District’s Responsibilities

- **School Counselor/TCHATT Support Person:** Identify one person on campus through which referrals to TCHATT will be routed. Individual will communicate and consult with TAMHSC as needed to obtain and facilitate services for students.
- **Referrals:** Site will identify students who have a need for TCHATT services by referring those students to the school counselor or designated TCHATT support person on campus and facilitating communication with the student’s parents or guardian. Site will obtain any necessary consents from each student or the student’s parent or guardian prior to sharing any personal information about the student with TAMHSC.
- **Location:** Provide a location on campus with a secure internet connection where private, confidential telehealth services can be provided to students through TCHATT. At TAMHSC’s request, Site shall allow TAMHSC onto Site to inspect the location to ensure provided location is confidential.
- **Equipment:** Site will be responsible to have an Internet-connected device (i.e., tablet, laptop, or desktop computer) with camera and microphone capabilities (“Equipment”). Site will be responsible for the maintenance, the training Patients on how to use such devices, and HIPAA-compliance of Equipment. At TAMHSC’s request, Site shall allow TAMHSC to validate the Equipment for such compliance. If the district participates in YAM, the school will provide onsite access to space for delivery of educational content.

9. Closed Session

9.A. Discuss Issues Pertaining to Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee - Texas Government Code Chapter 551.074

9.B. Deliberation Concerning a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed - Texas Government Code Sections 551.0821

9.C. Discussion Regarding Superintendent Evaluation - Texas Government Code 551.074

9.D. Consultation with Attorney to Discuss Legal Requirements and Financial Terms of JETI Tax Incentive Program - Texas Government Code Sections 551.071 and 551.087

10. Reconvene in Open Session

11. Adjourn

Posted: Friday, February 14, 2025, 3:45 p.m.



For the Board of Trustees