

Regular Action Meeting
Monday, August 2, 2021 6:30 PM

Education Support Center
2218 FM 517
Dickinson, TX 77539

Agenda

1. Roll Call, Establish Quorum, Welcome Visitors
2. Pledge of Allegiance to the American and Texas Flags
3. Recognitions
 - 3.A. TASB Business Recognition Program
4. Public Comment: Agenda Items
5. Open Forum: Non agenda Items
6. Closed Executive Session
 - 6.A. Section 551.074 - Resignations, Retirements, New Hires
7. Action on Closed Executive Session Items
 - 7.A. Consider Approval of Resignations, Retirements, New Hires
8. Written Reports
 - 8.A. Tax Report for June, 2021 and Year to Date
 - 8.B. Military Enlistment
 - 8.C. Preliminary STAAR Scores
9. Safe Return to School and Continuity of Services Plan
10. Salary Enhancement
11. Budget Discussion
12. Steel Deck JH#3
13. Policy Update 117
 - CH(LOCAL): PURCHASING AND ACQUISITION
 - CV(LOCAL): FACILITIES CONSTRUCTION
 - DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES
14. TASB Region 4 Board of Directors Endorsement
15. Sam Vitanza Stadium Rules
16. School Liaison Officer Contract
17. DISD Code of Conduct
18. Action Items
 - 18.A. Appraisal Calendar
 - 18.B. 2021-2022 Operating Budget and Set Budget Hearing Date
 - 18.C. Dentention MOU and TLC Residential MOU
 - 18.D. CAP MOU
 - 18.E. Consent Agenda Items
 - Budget Amendments/Adjustments for July 14, 20, 29, 2021
 - New Hires for the Week of July 16, 2021
 - Sale of Tax Resale Property Cause #10TX0904
 - Collegiate High School Agreement Between COM and DISD
 - MOU Between DISD and American Heart Association
 - Agreement Between Family Service Center and DISD
 - July 12, 2021 Minutes
 - July 23, 2021 Minutes
 - New Hires for the Week of July 23, 2021
 - Approval of Proposals Received RFP 20-10-1091 Contracted Services

- Approval of Proposals Received RFP 21-06-1137 Food Packaging
- Out of State Travel-Imagine Learning Forum, Lisa Herrera
- Out of State Travel-Blue Ribbon Conference & Award for CRES, Carla Voelkel
- MOU Between DISD and Project Protect Our Children
- Approval of Proposals Received RFP 20-10-1091 Contracted Services

19. Adjournment

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: August 2, 2021

Item Title: TASB Business Recognition Program

Agenda Item: Tammy Dowdy

Background Information:

The Texas Association of School Boards allows school districts to recognize outstanding businesses and community groups through the TASB Business Recognition Program, which is an annual program started in 2014 to recognize the generous assistance provided to districts by businesses and other community organizations. This recognition program is designed to complement the Stand Up for Texas Public Schools advocacy campaign.

This year, Dickinson ISD is honored to recognize AMOCO Federal Credit Union. Community support plays an important part in the success of Dickinson ISD and we are fortunate to have AMOCO Federal Credit Union as one of those supporters. They believe in the importance of supporting education and recognizing teachers and support staff for the job they do educating students. They do not hesitate to help when asked and regularly seek out new ways to support the school district. Most recently, Dickinson ISD was looking for a way to recognize our top teachers and principals of the year. AMOCO did not hesitate to offer \$250 gift cards to the top honorees and personally present them to the employees at the awards ceremony. It was a very special surprise to these top educators. In addition, AMOCO has been one of the top supporters of the Dickinson ISD Education Foundation for many years. Whether it is sponsoring back-to-school events for new or returning teachers, providing door prizes for events or something as simple as donating bottles of water for the annual Daddy/Daughter or Mother/Son dances, they are always willing to lend their support. They have always been a top sponsor at the Education Foundation's annual gala fundraiser, which provides funds for teacher grants and senior scholarships. Unfortunately, due to COVID-19 precautions this year, the Education Foundation had to cancel the gala and move to a virtual campaign. However, the change in plans did not stop AMOCO from still showing their support as a Platinum sponsor. What the Education Foundation does to recognize students and staff would not be possible without the support of businesses like AMOCO.

Accepting this award on behalf of AMOCO Federal Credit Union is Becky Ferguson, who serves as the AMOCO Business Development Officer for the Dickinson area.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Public Comment: Agenda Items

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening regarding agenda items per HB 2840. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Open Forum

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received. Each will be limited to no more than three minutes. No one may begin addressing the Board thirty minutes from this time.

DICKINSON INDEPENDENT SCHOOL DISTRICT

EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021

Item Title: Executive Session

Agenda Item: President of the Board

The Board President will reconvene the Board to meet in Executive Session. If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by **the Texas Open Meetings Act**, Texas Government Code **Section 551.001** et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including but not limited to the following section(s) and purpose(s): Texas Government Code **Section 551.071** - Consultation with District's attorney regarding potential claim to be asserted by the District and concerning matters on which the attorney's duty to the District under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws; **Section 551.074** - for the purpose of considering the appointment, resignations, reassignment, evaluation, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against public officers or employees; **Section 551.082** school children; school district employees; disciplinary matter or complaint, and **Section 551.0821** for the purpose of considering a matter regarding a public school student where personally identifiable information about the student will necessarily be revealed by the deliberation.

Time To Executive Session: _____

Time Out of Executive Session: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 3, 2021

Item Title: Personnel Action
• Employment
• Resignations/Retirement

Agenda Item: Kimberly Rich

- We have twenty-one (22) new hires
We have twenty-seven (27) resignations: one (1) Director of Education Foundation, one (1) Academic Coach at K.E. Little Elementary, one (1) Teacher at K.E. Little Elementary, one (1) Teacher at Lobit Elementary, one (1) Teacher at Silbernagel Elementary, two (2) Teachers at Bay Colony Elementary School, one (1) Teacher at San Leon Elementary, one (1) Teacher at Calder Road Elementary, one (1) Counselor at Dunbar Middle School, one (1) Academic Coach at Dunbar Middle School, one (1) Teacher at Dunbar Middle School, five (5) Teachers at McAdams Junior High, one (1) Teacher at Kranz Junior High, seven (7) Teachers at Dickinson High School, one (1) Teacher at Esmond, one (1) Lead LSSP at Special Education

Recommendation:

The Superintendent recommends the employment and ratification of the resignations/retirement of the above personnel.

Action Item: [checked] Yes _____ No

Motion made by _____ seconded by _____ vote _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Written Reports

If a request to pull a Written Report is not received by the afternoon of the Board meeting, the report writer will not be in attendance and President Swartz will move to the next item.

Background Information:

Written Reports

- Tax Report for June, 2021 and Year to Date – Kelly Logsdon
- Military Enlistment – Dr. Jeff Pack
- Preliminary STAAR Scores – Dr. Jeff Pack

Recommendation:

Information only

Action Item: _____ Yes _____ No

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:

The Monthly Tax Collection Report for June, 2021 and year to date is attached.

Recommendation:

Information only

Action Item: _____ Yes No

Dickinson Independent School District
Monthly Tax Collections Report
Maintenance Operations and Interest Sinking

Tax Year	Adjusted Taxable Values	Tax Rate	Tax Levy	Current Year Taxes Collected	Current Year % Collected										
2020	\$4,852,651,168	\$1.344	\$65,219,632	\$63,176,141	96.87%										
2019	\$4,166,906,421	\$1.450	\$60,420,143	\$59,423,702	98.35%										
2018	\$3,689,155,526	\$1.520	\$56,075,164	\$54,995,123	98.07%										
2017	\$3,390,794,185	\$1.520	\$52,218,230	\$51,140,065	97.94%										
2016	\$3,065,293,671	\$1.540	\$47,205,523	\$46,378,211	98.25%										
2020 Tax Year	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Totals:	% To Total	
Current Year Tax	Pending Billing	\$378,534	\$2,549,710	\$13,354,403	\$29,495,191	\$14,036,825	\$1,771,012	\$682,688	\$492,047	\$415,731			\$63,176,141		
YTD % Collected	0.00%	0.58%	4.49%	24.97%	70.19%	91.71%	94.43%	95.47%	96.23%	96.87%	96.87%	96.87%	96.87%	96.87%	
Prior Years Tax	\$261,234	\$82,519	\$117,291	\$80,410	\$69,068	\$80,828	\$34,645	\$78,174	\$87,587	\$67,362			\$959,119		
Subtotal Taxes	\$261,234	\$461,054	\$2,667,001	\$13,434,813	\$29,564,260	\$14,117,652	\$1,805,657	\$760,862	\$579,634	\$483,093	\$0	\$0	\$64,135,260	98.34%	
Penalty & Interest	\$45,743	\$21,674	\$29,695	\$33,306	\$21,003	\$57,700	\$105,272	\$70,803	\$56,352	\$56,101			\$497,648		
Total Taxes & P&I	\$306,977	\$482,728	\$2,696,696	\$13,468,119	\$29,585,263	\$14,175,353	\$1,910,929	\$831,665	\$635,986	\$539,194	\$0	\$0	\$64,632,908	99.10%	
Attorney Fees	\$26,755	\$18,926	\$14,740	\$22,947	\$15,775	\$12,989	\$19,895	\$20,509	\$13,930	\$16,899			\$183,366		
Total Collections	\$333,732	\$501,654	\$2,711,435	\$13,491,066	\$29,601,038	\$14,188,342	\$1,930,824	\$852,174	\$649,916	\$556,093	\$0	\$0	\$64,816,274	N/A	
2019 Tax Year	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Totals:	% To Total	
Current Year Tax	Pending Billing	\$149,295	\$2,782,035	\$24,347,020	\$21,701,965	\$7,295,092	\$624,605	\$713,295	\$409,011	\$818,065	\$386,690	\$196,629	\$59,423,702		
YTD % Collected	0.00%	0.25%	4.85%	45.15%	81.07%	93.14%	94.17%	95.35%	96.03%	97.39%	98.03%	98.35%	98.35%	98.35%	
Prior Years Tax	\$204,856	\$75,888	\$65,915	\$67,241	\$105,664	\$412,440	\$36,605	\$19,100	-\$8,538	\$45,032	\$57,688	\$121,115	\$1,203,006		
Subtotal Taxes	\$204,856	\$225,183	\$2,847,950	\$24,414,261	\$21,807,629	\$7,707,532	\$661,210	\$732,395	\$400,472	\$863,098	\$444,379	\$317,744	\$60,626,708	100.34%	
Penalty & Interest	\$43,730	\$20,895	\$21,205	\$23,190	\$29,700	\$58,660	\$49,448	\$58,734	\$44,198	\$61,352	\$56,012	\$35,363	\$502,486		
Total Taxes & P&I	\$248,586	\$246,078	\$2,869,155	\$24,437,451	\$21,837,329	\$7,766,192	\$710,658	\$791,129	\$444,670	\$924,450	\$500,391	\$353,106	\$61,129,195	101.17%	
Attorney Fees	\$37,553	\$18,475	\$15,622	\$16,339	\$14,363	\$16,576	\$8,654	\$7,447	\$9,389	\$11,274	\$48,017	\$31,772	\$235,481		
Total Collections	\$286,139	\$264,553	\$2,884,778	\$24,453,789	\$21,851,692	\$7,782,768	\$719,311	\$798,576	\$454,059	\$935,723	\$548,408	\$384,878	\$61,364,675	N/A	
2018 Tax Year	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Totals:	% To Total	
Current Year Tax	Pending Billing	\$770,275	\$2,711,777	\$10,821,827	\$31,598,499	\$6,705,964	\$1,032,517	\$527,234	\$385,353	\$339,487	\$372,586	\$238,083	\$55,503,602		
YTD % Collected	0.00%	1.35%	6.10%	25.07%	80.46%	92.21%	94.02%	94.94%	95.62%	96.21%	96.87%	97.28%	97.28%	97.28%	
Prior Years Tax	\$115,032	\$102,879	\$49,873	\$71,307	\$61,014	\$112,220	\$32,790	\$62,396	\$47,284	\$49,934	\$64,771	\$46,812	\$816,312		
Subtotal Taxes	\$115,032	\$873,153	\$2,761,650	\$10,893,135	\$31,659,513	\$6,818,184	\$1,065,307	\$589,630	\$432,637	\$389,421	\$437,358	\$284,895	\$56,319,914	98.71%	
Penalty & Interest	\$21,487	\$18,180	\$14,583	\$15,852	\$22,941	\$73,075	\$62,393	\$48,233	\$44,527	\$37,546	\$54,866	\$30,882	\$444,565		
Total Taxes & P&I	\$136,519	\$891,333	\$2,776,233	\$10,908,986	\$31,682,454	\$6,891,259	\$1,127,700	\$637,863	\$477,164	\$426,967	\$492,224	\$315,777	\$56,764,478	99.49%	
Attorney Fees	\$19,713	\$14,417	\$11,989	\$12,942	\$14,314	\$22,911	\$12,565	\$13,744	\$13,326	\$8,928	\$35,743	\$27,655	\$208,248		
Total Collections	\$156,232	\$905,750	\$2,788,222	\$10,921,929	\$31,696,768	\$6,914,169	\$1,140,265	\$651,608	\$490,490	\$435,895	\$527,967	\$343,432	\$56,972,727	N/A	
2017 Tax Year	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Totals:	% To Total	
Current Year Tax	Pending Billing	\$187,352	\$2,763,831	\$21,998,802	\$19,021,683	\$7,891,945	\$1,072,658	\$543,284	\$471,494	\$357,831	\$365,201	\$321,043	\$54,995,123		
YTD % Collected	0.00%	0.33%	5.26%	44.49%	78.42%	92.49%	94.40%	95.37%	96.21%	96.85%	97.50%	98.07%	98.07%	98.07%	
Prior Years Tax	\$200,336	\$135,217	\$62,894	\$83,240	\$64,886	\$61,495	\$65,875	\$58,143	\$48,631	\$40,850	\$38,184	\$204,591	\$1,064,342		
Subtotal Taxes	\$200,336	\$322,569	\$2,826,725	\$22,082,041	\$19,086,569	\$7,953,440	\$1,138,534	\$601,427	\$520,125	\$398,681	\$403,384	\$525,634	\$56,059,466	99.97%	
Penalty & Interest	\$49,273	\$44,823	\$17,838	\$23,288	\$18,997	\$78,141	\$73,420	\$44,898	\$55,366	\$46,319	\$57,711	\$48,275	\$558,349		
Total Taxes & P&I	\$249,608	\$367,392	\$2,844,563	\$22,105,330	\$19,105,567	\$8,031,580	\$1,211,954	\$646,325	\$575,491	\$445,000	\$461,095	\$573,909	\$56,617,814	100.97%	
Attorney Fees	\$49,872	\$35,006	\$13,496	\$20,231	\$10,986	\$10,396	\$8,938	\$17,883	\$17,233	\$12,983	\$45,535	\$46,595	\$289,154		
Total Collections	\$299,481	\$402,398	\$2,858,059	\$22,125,561	\$19,116,553	\$8,041,977	\$1,220,891	\$664,208	\$592,724	\$457,983	\$506,631	\$620,504	\$56,906,968	N/A	
2016 Tax Year	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Totals:	% To Total	
Current Year Tax	Pending Billing	\$304,618	\$2,736,229	\$19,079,059	\$19,399,265	\$7,422,327	\$1,067,090	\$255,354	\$340,409	\$179,874	\$234,525	\$121,314	\$51,140,065		
YTD % Collected	0.00%	0.58%	5.82%	42.36%	79.51%	93.72%	95.77%	96.26%	96.91%	97.25%	97.70%	97.94%	97.94%	97.94%	
Prior Years Tax	\$83,732	\$63,962	\$52,521	\$152,728	\$43,617	\$80,716	\$46,888	\$38,354	\$41,005	\$36,087	\$36,984	\$24,102	\$700,695		
Subtotal Taxes	\$83,732	\$368,580	\$2,788,750	\$19,231,787	\$19,442,882	\$7,503,044	\$1,113,977	\$293,707	\$381,415	\$215,961	\$271,509	\$145,416	\$51,840,761	99.28%	
Penalty & Interest	\$21,145	\$18,505	\$14,866	\$9,830	\$14,350	\$76,448	\$79,456	\$35,577	\$46,371	\$42,972	\$43,212	\$28,594	\$431,326		
Total Taxes & P&I	\$104,877	\$387,085	\$2,803,616	\$19,241,617	\$19,457,232	\$7,579,492	\$1,193,433	\$329,285	\$427,785	\$258,933	\$314,721	\$174,010	\$52,272,086	100.10%	
Attorney Fees	\$16,094	\$12,507	\$7,879	\$7,879	\$2,623	\$20,413	\$12,811	\$12,910	\$12,308	\$12,234	\$26,747	\$25,546	\$181,611		
Total Collections	\$120,972	\$399,593	\$2,811,555	\$19,249,496	\$19,466,855	\$7,599,904	\$1,206,244	\$342,195	\$440,093	\$271,167	\$341,468	\$199,556	\$52,453,697	N/A	

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Military Enlistment

Agenda Item: Dr. Jeff Pack

Background Information:

	Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021
Military Enlistment	16	65	34	33*	12**

* Data were submitted through TSDS PEIMS, but no longer reported by TEA

** PRELIMINARY - Data are submitted through TSDS PEIMS in the fall after graduation

These numbers are self-reported by the district. TEA is working on an MOU with the Department of Defense for enlistment data. Once that is in place, districts will no longer be required to self-report the data. TEA has discontinued reporting of self-reported Military Enlistment data and will not use Military Enlistment in accountability until they have an MOU with the Department of Defense.

Recommendation:

Informational only.

Action Item: _____ Yes _____ No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021

Item Title: 2020 Preliminary STAAR Scores

Agenda Item: Dr. Jeff Pack/Dr. Debby Noffsinger

Background Information:

Educational Services staff will present results from the 2020 State Assessments.

Recommendation:

Informational only.

Action Item: _____ Yes No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021

Item Title: Safe Return to School and Continuity of Services Plan

Agenda Item: Carla Voelkel

Background Information:

The Safe Return to School and Continuity of Services Plan is a requirement for ESSER III. It will be made available to parents and posted on the district website.

Recommendation:

Informational only.

Action Item: _____ Yes No



DICKINSON
INDEPENDENT SCHOOL DISTRICT



SAFE RETURN TO SCHOOL & CONTINUITY OF SERVICES PLAN

Dickinson Independent School District
2218 FM 517 East | Dickinson, TX 77539 | www.dickinsonisd.org | Phone: 281.229.6000

  
@DICKINSONSCHOOLS

DICKINSON INDEPENDENT SCHOOL DISTRICT
SAFE RETURN TO SCHOOL AND CONTINUITY OF SERVICES PLAN

August 2021

Dear Parents and Employees,

Dickinson ISD school doors will open to receive students on Monday, August 23, and we look forward to the safe return of all students for face-to-face instruction in our classrooms. The safety and well-being of our students, employees, and visitors are a top priority, and we will continue some of the 2020-2021 procedures and safety guidelines recommended by the Centers for Disease Control (CDC), Texas Education Agency (TEA), and Galveston County Health District (GCHD). Our goal is to ensure that all students, employees, and visitors in district facilities remain safe and secure to the greatest extent possible.

This document outlines the health and prevention procedures we will use for the safe return to in-person instruction and learning. It also includes information for how we will provide continuity of services, use ESSER III funding, and address the social and emotional needs of students and staff.

At a minimum, this plan will be reviewed and, as appropriate, revised at six-month intervals. If adjustments are necessary during the school year, we will promptly inform you of the changes and updates, and we will provide the most current information on our district website.

If you have questions about our procedures and plan, please use the [Just Ask](#) feature on our district website or email a district contact.

Health Information

Erica Hollister, R. N.
DISD Lead Nurse
ehollister@dickinsonisd.org

Social and Emotional Learning

Amy Cmaidalka
SEL Specialist
gwc@dickinsonisd.org

Continuity of Instructional Services

Dr. Jeff Pack
Deputy Superintendent for Educational Services
rpack@dickinsonisd.org

Gator Hope Clinic

Nancy Lounds, P.A.
Physician's Assistant
nlounds@dickinsonisd.org

We look forward to a great 2021-2022 school year, and we appreciate your support.

Sincerely,

Carla Voelkel

Carla Voelkel
Dickinson ISD Superintendent

Version 1 – Posted to the DISD website – August 2, 2021

The contents of this document are subject to change based on updated information from the Centers for Disease Control (CDC), Texas Education Agency (TEA), and Galveston County Health District (GCHD).

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HEALTH AND SAFETY PROCEDURES

COVID-19 has impacted everyone in some way, some more severely than others. We have learned a lot about the virus, and we will do everything possible to keep our students, employees, and visitors safe. Using recommendations from the Centers for Disease Control (CDC), Texas Education Agency (TEA), and Galveston County Health District (GCHD), the following procedures for healthcare and virus mitigation will be in place. As the need arises, adjustments may be made to our health and safety procedures.

Health Screening

Employees and students are expected to self-screen at home for COVID-19 symptoms prior to arriving at a district facility. At this time, the QR Code used in 2020-2021 to report screening symptoms, will not be required. Any employee or student feeling ill or with a fever of 100° or higher must stay at home.

Employees:

- Employees must report to the district any symptoms and/or a lab-confirmed case of COVID-19, and must remain off campus until they meet the return to school criteria.
- Employees experiencing symptoms will be offered a COVID-19 diagnostic screening test available at the Gator Hope Clinic located at DHS. Employees may also opt for evaluation by a doctor or testing at another facility. Employees who receive confirmation from a medical doctor that no COVID-19 infection is present or who receive a negative test result may return to work following existing leave and absence management procedures (*DISD Employee Handbook / Board Policy DEC*).
- Employees should notify their supervisor regarding the absence.

Students:

- Parents must ensure they do not send a child to school on-campus if the child has COVID-19 symptoms or is lab-confirmed with COVID-19, and instead should opt for their child to receive make-up work until return to school criteria is met.
- Students experiencing any symptoms or who have a lab-confirmed case of COVID-19 will receive make-up work until they meet the return to school criteria as outlined in the Student Handbook. Parents may also opt for their child to receive make-up work if their child has had close contact with an individual who is lab-confirmed with COVID-19 until the incubation period has passed.
- Teachers will monitor students throughout the school day and refer to the nurse if symptoms are present.
- Parents of students experiencing symptoms and who want to have their child screened for COVID-19, may contact the Gator Hope Clinic to schedule an appointment. Parents may also opt to have students evaluated by a doctor or tested at another facility. Students who receive confirmation from a medical doctor that no COVID-19 infection is present or who receive a negative test result may return to school following existing school illness procedures.
- The Texas Department of State Health Services provides a comprehensive chart for schools and child-care centers with information about conditions, incubations periods, signs and symptoms, readmission criteria, reportable diseases, prevention, and treatment. A link to this document is provided.
[https://www.dshs.state.tx.us/IDCU/health/schools_childcare/School-Chart\(4\).pdf](https://www.dshs.state.tx.us/IDCU/health/schools_childcare/School-Chart(4).pdf)

Symptoms

Following guidance from the Galveston County Health District, our nurses are using the clinical criteria below in evaluating whether an individual has symptoms consistent with COVID-19:

- Recently begun experiencing at least two of the following symptoms that are **not** normal for them:
 - Fever (100°), chills, rigors, myalgia, headache, nausea or vomiting, diarrhea, fatigue, congestion, or runny nose

OR

- Any one of the following symptoms that are **not** normal for them:
 - Cough, sore throat, shortness of breath, new olfactory disorder, new taste disorder

Diagnostic Testing

Diagnostic COVID-19 testing will be available at the Gator Hope Clinic located at Dickinson High School. Testing is a rapid, shallow nasal swab, and it will be administered by our Physician's Assistant.

Contact Tracing Protocol

Case investigation and contact tracing will be conducted by designated school personnel (Nurse/HR) for employees and students. In addition, the district will adhere to notification requirements for communicable diseases including any local or state requirements for reporting purposes.

- Employees will adhere to leave and absence management policies and procedures as outlined in Board Policy DEC Local and the DISD Employee Handbook.
- Students will be provided isolation/quarantine guidance along with the final clearance to return to school based on the unique situation of each student.

Vaccinations

Per the recommendations of the CDC and Galveston County Health District, Dickinson ISD encourages all employees and students aged 12 and older to get vaccinated for COVID-19.

- COVID-19 vaccinations (Moderna) are available free of charge to all DISD employees and students 18 years of age or older at Gator Hope Clinic.
- The Galveston County Health District provides vaccine opportunities. This information is available on the GCHD COVID-19 Vaccines website at: <https://www.gchd.org/about-us/news-and-events/coronavirus-disease-2019-covid-19/covid-19-vaccines/-fsiteid-1>
- In cooperation with the Galveston County Health District, DISD will periodically host student COVID-19 vaccination opportunities. Signed parental permission will be required.
- A person is considered fully vaccinated:
 - 2 weeks after a single dose, such as Johnson & Johnson's Janssen vaccine
 - 2 weeks after a second dose in a 2-dose series, such as Pfizer or Moderna
- State of Texas vaccine requirements remain in place for all DISD students. Visit <https://www.dshs.texas.gov/IMMUNIZE/SCHOOL/DEFAULT.SHTM> for more information and a list of vaccine requirements.

PREVENTION AND MITIGATION

Protective measures will be determined by the level of disease activity of COVID-19. DISD will rely on data from the Texas Department of State Health Services (DSHS) and Galveston County Health District to determine the disease activity level and the appropriate protective measures.

Face Coverings

Schools are expected to comply with the Executive Order issued by Governor Abbott and effective June 5, 2021 regarding face coverings. At this time, face coverings for DISD students and employees are optional; however, face coverings are recommended, especially for those who are not vaccinated.

CDC Guidance - <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>

Physical Distancing

- Students and employees will maintain distance from each other.
- In classroom spaces that allow it, student desks/chairs will be placed a minimum of three feet apart.
- In areas where students are regularly within six feet of one another, more frequent hand washing or hand sanitizing will be encouraged.
- When feasible and appropriate (such as physical education) classes will be conducted outside. Recess and outdoor learning will be encouraged.
- Campuses will plan for entry, exit, and transition procedures that reduce large groups of students in close proximity. Each campus will notify parents of their procedures.
- Congregating will not be permitted in hallways, common areas, faculty workrooms or breakrooms.

Enhanced Sanitization

- Hand sanitizer will be available in each classroom, at all entrances, and throughout common spaces.
- Students, employees, and visitors will be encouraged to sanitize and/or wash hands frequently.
- Students will be encouraged to clean their own spaces before and after use, in ways that are safe and developmentally appropriate.
- Custodial staff will engage in enhanced cleaning procedures of buildings including but not limited to all classrooms, offices, restrooms, and other common areas.
- Custodial staff will use a cleaning process with CDC recommended disinfectants that are proven to kill the COVID-19 virus and certified safe for schools.
- Custodial staff will use electrostatic misters. Misters are designed to spread disinfectant and ensure that disinfectant droplets adhere to and coat surfaces.
- Custodial staff will frequently wipe high traffic surfaces, including handrails, door handles, countertops, restroom surfaces, and cafeteria surfaces continually throughout the day.
- Custodial staff will increase the frequency of cleaning and disinfecting of restrooms and common areas throughout the day.
- Custodial staff will continually monitor sanitizing stations throughout each building to ensure necessary personal disinfectant products are filled and available.

Campus Procedures

- Campuses will review options to reduce large group gatherings at the start and end of the day.
- Classroom doors will be propped open during transitions to reduce the volume of contact necessary to enter/exit the room.
- Acrylic glass will remain installed in campus office reception areas.
- Students are encouraged to bring their own water bottles from home; *all water bottles must be clear*. Water fountains and bottle-fillers will be cleaned and sanitized multiple times per day and may only be

used to refill bottles.

- Students, employees, and campus visitors are expected to cover coughs and sneezes with a tissue, and if not available, cover in their elbows. Used tissues should be thrown in the trash, hands should be washed immediately with soap and water for at least 20 seconds, or hand sanitizer should be used.
- Visitors on campus will be limited. Volunteers and guest speakers will be scheduled with campus principal approval. If a meeting is needed with an administrator or teacher, please call to schedule an appointment. Zoom will continue to be used for parent conferences, ARD meetings, 504 meetings, LPAC meetings, etc.
- Parents may not drop off students at campuses before the doors open to receive students (7:15 a.m. – junior high and middle school campuses; 8:00 a.m. – elementary campuses), and parents may not accompany their students into the building and to classrooms.
- Outside deliveries of food will not be permitted for employees or students.

Classroom Procedures

- Desks and tables will be arranged to maximize space between students.
- Teachers should plan for limited use of shared equipment and supplies in schools and classrooms.
- Staff will have access to disinfectant spray to sanitize high-touch surfaces, working surfaces, and shared objects regularly.
- Students will be taught effective hand washing techniques and hygiene awareness.
- Students will be taught correct protocol for coughing and sneezing.
- Staff and students will be expected to wash/sanitize their hands before eating, after recess, and after bathroom breaks.

Nurses / Clinics

- Campuses will implement protocols for students who require additional support from clinic staff (diabetes, asthma, medications, and regular care due to illness or injury, etc.).
- Visits to the school clinic will be for essential services only.
- School nurses will provide information for students and employees regarding best practices for health and hygiene.

Food & Nutrition Services

The DISD Food & Nutrition Services Department will provide all students free breakfast and lunch in accordance with 2021-2022 Texas Department of Agriculture guidelines. The following precautionary measures will remain in place for food and nutrition services:

- Students may bring a lunch from home or they may access food available in the cafeteria. Disposable lunch sacks are preferred for food brought from home instead of plastic lunch bags or lunch boxes.
- Students will eat at assigned tables and/or with assigned groups each day. Other areas may be used during lunches to help with physical distancing.
- Hand sanitizer will be available to students at the start of serving lines.
- To provide for physical distancing, visitors will not be permitted in the cafeteria during mealtimes, including breakfast and lunch.
- Students will be prohibited from sharing food with each other.
- Tables will be cleaned and sanitized after each group eats.
- Outside food deliveries will not be allowed for employees or students. If a student forgets to bring a lunch from home, a meal will be provided by the cafeteria staff.

Transportation

- If possible, parents are encouraged to drop off and pick up their child each day.
- Students must not enter a bus with a fever that is 100° or higher.
- Hand sanitizer will be available on all buses, and students will be required to use hand sanitizer upon boarding the bus.
- Riders will be kept as far apart as possible while riding the bus.
- Face coverings on buses are encouraged.
- Disinfectant supplies will be on each bus.
- Buses will be cleaned after morning routes, and they will be misted with a disinfectant spray each evening.

Extracurricular / UIL Activities

- Participation in extracurricular activities on campus will align with guidance in this document for non-UIL extracurricular activities and with guidance from the UIL for all UIL activities.
- Hand washing and/or hand sanitizer must be available for any activity.
- The district will open facilities to the public for school-sponsored activities in accordance to the Governor's executive orders.
- At this time, we expect all UIL processes to return to pre-pandemic formatting for the 2021-2022 school year. Any exceptions will be posted at the [University Scholastic League \(UIL\)](#) website as they become available.
- Visit the [2021-2022 UIL COVID-19 Risk Mitigation Guidelines](#) for the most up-to-date COVID related risk mitigation guidelines. Any updates will be maintained at this link as they become available.

INSTRUCTION AND CONTINUITY OF SERVICES

Instruction and Learning

At this time, in-person instruction will be the only form of instruction available to DISD students. After careful consideration and input from teachers, administrators, students, and families, the DISD Board of Trustees determined that in-person instruction is in the best interest of the students of DISD.

Parents may complete the [Special Programs Parent Inquiry Form](#) for students who have a fragile medical condition *which prevents them from attending school* and who may qualify for homebound instruction. Parents will be contacted after the form is submitted, and additional information will be required.

Elementary and Secondary School Emergency Relief (ESSER)

As a part of the American Rescue Plan in response to the COVID-19 pandemic, the federal government provided additional funding to schools districts across the country to address the impact of the pandemic on students over the next three years. In May, DISD solicited feedback from multiple stakeholder groups to help determine how the ESSER III funds should be utilized. A plan was developed, and a public meeting was held on July 12th to share the plan. On July 14th, the DISD application for these funds was submitted to TEA and it has been approved. In Dickinson ISD, ESSER III funding priorities will provide the following:

- Supported Classrooms and Teachers
 - Additional instructional support staff
 - Targeted intervention (whole group, small group, individual)
 - Accelerated learning cycle
 - Professional Development and Instructional Coaching (K-3 Reading Academy, Accelerated Learning, Collaborative Culture)
 - Staff retention incentive
- High Quality Instructional Materials
 - Learning Management System
 - Blended learning software
 - Instructional resources based on identified campus needs
- Additional Time
 - Retention of additional 10 minutes in the school day
 - Instructional support during the day and tutoring after school
 - Saturday Acceleration Sessions
 - Summer Acceleration Camps
- Mental and Emotional Health Support
 - Additional counseling support from Family Service Center of Galveston County
 - Additional family support from Communities in Schools
 - Implementation of campus SEL Squads
- Facility Support
 - Technology devices, infrastructure upgrades (bandwidth, electrical)
 - Portable instructional spaces

Resilient Schools Support Program (RSSP)

Dickinson ISD applied and was selected by TEA to be part of the Resilient Schools Support Program. Through a partnership with the National Institute for Excellence in Teaching (NIET) we will receive customized technical assistance to build robust COVID recovery and acceleration plans using continuous improvement cycles. DISD will seek to improve student outcomes in an approach that is inclusive and supportive of the broader school community, particularly campus leaders, teachers, and families.

Academic Calendar

The first day of instruction for students will be Monday, August 23. The hours of operation are provided below:

High School	7:05 a.m. – 2:35 p.m.
Junior High/Middle School	7:45 a.m. – 3:15 p.m.
Elementary School	8:30 a.m. – 4:00 p.m.

School times are the same as the 2020-2021 school year. The extra 10 minutes that was added to the school day in 2020-2021 was retained.

Accelerated Instruction

Teachers are expected to teach, and students are expected to learn, the Texas Essential Knowledge and Skills for their current grade level and subject. The Dickinson ISD Accelerated Learning Plan includes support for teachers and students in all core content areas, but particularly in Reading Language Arts and Mathematics.

The key learning acceleration strategies include:

- prioritizing essential grade-level knowledge and skills,
- using evidence-based instruction in Reading Language Arts and Mathematics, and
- crafting just-in-time prevention, intervention, and extension.

Attendance Guidelines

Per Texas Education Code (TEC), §25.092, students must attend 90% of the days a course is offered to be awarded credit for the course and/or to be promoted to the next grade. For more information, please review the Absences/Attendance section of the Student Handbook.

Quarantined Students:

Quarantined students are defined as students being required to stay home for COVID-19 related reasons by district or campus administrators, campus nurse, or county health officials. Any absences accrued while a student is awaiting COVID-19 test results will be corrected in Skyward when the student is coded as “@”, or quarantined. *Quarantine status will be confirmed through DISD Health Services and the Galveston County Health District.*

SOCIAL EMOTIONAL LEARNING (SEL) / MENTAL HEALTH SUPPORT

Dickinson ISD is dedicated to social emotional learning, mental health support and awareness, resiliency, trauma informed practices, transition services, and overall wellness. For social emotional learning, the focus will be on the core competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, and Responsible Decision-Making. All staff will be trained in Character Strong and will be expected to support and teach using this character development and social emotional learning program along with Restorative Practices. The Dickinson Gator Wellness Center is our central location for all Mental Health Related Supports and it is located at McAdams Junior High. A multi-tiered system of support (MTSS) for mental and behavioral health is put in place and will assist our team in supporting our students. Through a collaborative approach, we strive to meet the needs of our students and families. Our team of professional school counselors, licensed professional counselor, social workers, and community mental health partners under the leadership of our social emotional learning specialist will be offering the following support:

Professional School Counselors will:

- Offer Guidance lessons.
- Support all staff on the implementation of Character Strong and Restorative Practices.
- Provide individual planning to guide students as they plan, monitor and manage their individual educational, career, personal, and social development.
- Provide responsive services to support students that have an immediate personal concern or circumstance, including providing individual and group counseling (virtually and face to face following all required guidelines).
- Communicate with students, staff, and the community available supports and resources.
- Provide mental health referrals to outside agencies.
- Promote self-care/wellness for students, staff, and families.

Social Workers will:

- Link families to community resources, including special education transition services in coordination with the transition specialist.
- Provide families assistance with medical and prescription needs.
- Assist families with applying for governmental benefits.
- Act as a liaison between home and school for social work-related needs.
- Provide additional supports to our homeless population.
- Coordinate homebound services.

Social Emotional Learning Specialist will:

- Coordinate and supervise the Dickinson Gator Wellness Center and its supports.
- Communicate available resources to staff, parents and community.
- Serve on district and community committees to ensure continuity of care.

Available Supports include:

- Family & Community Resource Center
 - Books and materials are available for checkout. These resources support social emotional learning and mental health awareness. For more information, please call our Gator Wellness Center at 281-229-6005 or refer to the Dickinson ISD website.
- Mental Health & Wellness Referrals
 - DePelchin (parenting support)
 - UTMB Texas Child Health Access Through Telemedicine (TCHAT)
 - Family Service Center (Counseling)

- School Counseling
- Communities in Schools (CIS)
- Bay Area Council on Drugs & Alcohol (BACODA)
- Basic Needs (food, clothing, & shelter)
- Other referrals are available depending on support needed
- Self-Care & Wellness
 - Offer supports and resources
 - Communicate utilizing the Dickinson Gator Wellness Facebook Page, Dickinson ISD website and through email
 - Care for the Caregiver (by Save the Children)
- Mental Health Calling Center
 - The calling center offers a listen and refer system.
 - If you have questions or need to be linked to resources and/or supports, please call 281-229-6005.
- Professional School Counseling
 - Counseling support
 - Curriculum and resources
- Transition Services for students receiving special education
 - Instruction and related services for students who are 18+
 - Assistance with the Gulf Coast Center and Workforce Solutions referral process

Multi-Tiered Systems of Support (MTSS) for Mental & Behavioral Health

Dickinson ISD utilizes a tiered approach for supporting our students. Some of the supports that our staff will be implementing include the following:

Tier 1

- Character Strong and Restorative Practices
- Emotional Backpack Project (mental health, suicide prevention, trauma informed practices and mindfulness)
- Project Protect Our Children
- Trauma Informed Practices
- Youthworks Prevention and Positive Action (provided by BACODA)
- Child Safety Program (provided by The Child Advocacy Center of Galveston County)
- 2nd Steps Curriculum (PreK-8th)

Tier 2

- Journey of Hope (from Save the Children small group)
- Calm Crusaders curriculum for anxiety small groups
- Superhero Social Skills
- Niroga Dynamic Mindfulness
- Bounce Back small group
- Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
- Crisis Prevention Intervention (CPI)
- Gator Wellness Small Group Toolkits

Tier 3

- Texas Children's Hospital Trauma and Grief Therapy
- Bounce Back
- Cognitive Behavioral Intervention for Trauma in Schools
- Mental Health Referral

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021
Item Title: 2021-2022 Proposed Salary Increase
Agenda Item: Ryan Boone

Background Information:

Administration would like to discuss a proposed raise for the 2021-2022 budget year. The raises for your consideration are listed below.

A 3.5% midpoint raise for all employees with the funding coming from the general fund. The cost is approximately \$2.5 million.

A one-time Retention Enhancement from ESSER funds as follows:

Employee must be an active employee on May 27, 2021 and September 30, 2021

Full time employee (works more than 4 hours per day) would receive \$1,000.

Part time employee (works 4 or less hours per day) would receive \$500.

The Retention Enhancement would be paid one time in late October/early November.

A one-time K-2 Reading Academy enhancement using ESSER funds as follows:

\$1,000 for all teachers and administrators (150+) who successfully complete the HB 3 Reading Academy (year-long course).

The Reading Academy enhancement will be paid after documentation of successful completion is submitted (late October/early November).

The cost for both enhancements is approximately \$1.8 million.

Recommendation:

The Superintendent and Deputy Superintendent request approval or direction from the Board of Trustees on the proposed raise and salary enhancements.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote**

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021

Item Title: Budget Discussion 2021-2022

Agenda Item: Ryan Boone

Background Information:

Administration will provide the Board with an update on the progress of the 2021-2022 budget preparation.

Recommendation:

Information only.

Action Item: _____ Yes X No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021

Item Title: Steel Deck

Agenda Item: Jim Rubach

Background Information:

Included in the 2020 bond program is the addition of a 3rd Jr High School. In order for the schedule to proceed as planned, our contractor will need to order steel early to receive the materials when needed.

Drymalla has evaluated the proposals to assure that the District will receive the best value from a reputable steel fabricator. Total cost is \$1,500,457.00 .

Recommendation:

The Superintendent and Executive Director of Facilities and Planning recommend approving the GMP for Steel Decking from Drymalla Construction Company LLC.

Action Item: X Yes _____ No

Motion made by _____ seconded by _____ vote

DRYMALLA

Construction Company

August 2, 2021

Mr. David Swartz, President Board of Trustees
Dickinson Independent School District
2218 FM 517 East
Dickinson, Texas 77539

Re: Guaranteed Maximum Price for Dickinson ISD Junior High School #3 – Package A –
Structural Steel (Metal Deck, material only)

Dear Mr. Swartz:

Drymalla Construction Company, LLC is pleased to present a Guaranteed Maximum Price in the amount of One million, five hundred thousand, four hundred, fifty-seven Dollars (\$1,500,457.00) for the Dickinson ISD Junior High School #3 – Package A – Structural Steel project.

This proposal is based on plans, specifications and addendum provided by PBK Architects as enumerated in Attachment C – Specifications, Attachment D-Drawings, and Attachment E-Addenda Issued.

The scope of this Guaranteed Maximum Price includes:

- All Base Proposal Work (Metal Floor and Roof Deck, material only) \$1,500,457.00

Drymalla Construction takes pride in presenting this proposal for this exciting new project. We very much appreciate the opportunity to join Dickinson ISD's team.

Sincerely,



Russell R. Klaus
Chief Executive Officer

Supporting Documentation –

- Attachment A – Itemized Statement of the Guaranteed Maximum Price
- Attachment B – Assumptions/Clarifications
- Attachment C – Specifications
- Attachment D – Drawings
- Attachment E – Addenda Issued

cc: Manny Torres, PBK
Jim Rubach, Dickinson ISD

608 Harbert St PO Box 698 Columbus, Texas 78934 T979.732.5731 F979.732.3663

15255 Gulf Freeway Ste C126 Houston, Texas 77034 T281.442.2693 F281.442.3528

Dickinson ISD New Junior High School School No. 3 Package A - Structural Steel - (Metal Decking, materials only)		Total Value
Itemized Statement of the Guaranteed Maximum Price		
August 2, 2021		\$ 1,500,457
Description	Value	
Division 1 - General Requirements & Allowances	\$ 54,800	
Division 2 - Existing Conditions	None Included	
Division 3 - Concrete	None Included	
Division 4 - Masonry	None Included	
Division 5 - Metals	\$ 1,370,000	
Division 6 - Woods, Plastics, & Composites	None Included	
Division 7 - Thermal and Moisture Protection	None Included	
Division 8 - Openings	None Included	
Division 9 - Finishes	None Included	
Division 10 - Specialties	None Included	
Division 11 - Equipment	None Included	
Division 12 - Furnishings	None Included	
Division 13 - Furnishings	None Included	
Division 13 - Furnishings	None Included	
Division 21 - Fire Sprinkler	None Included	
Division 22 - Plumbing	None Included	
Division 23 - HVAC	None Included	
Division 26 - Electrical	None Included	
Division 27 - Communications	None Included	
Division 28 - Electronic Safety and Security	None Included	
Division 31 - Earthwork	None Included	
Division 32 - Exterior Improvements	None Included	
Division 33 - Utilities	None Included	
Division 34 - Transportation	None Included	
Total Cost of the Work	\$ 1,424,800	
General Conditions	\$ 49,583	
Construction Phase Fee	\$ 26,074	
Total Guaranteed Maximum Price - Package A	\$ 1,500,457	

**Dickinson ISD
Dickinson Junior High #3
Package A – Structural Steel
(Metal Decking, materials only)**

Assumptions/Clarifications

The documents upon which this GMP is based do not include definitive information for all disciplines; accordingly below are listed assumptions and clarifications for the products and systems that are included in this GMP. If any systems/products addressed in these assumptions/clarifications conflict with systems/products described by plans and specifications, these assumptions/clarifications shall supersede.

General Notes

1. Due to rapid escalation of material prices and delivery of this material, this GMP may be subject to increase if not accepted by August 2, 2021.
2. Any correspondence prior to the establishment of the GMP not included in the contract documents is considered null and void.
3. Should any conflicts or inconsistencies be discovered between these Assumptions and any other contract documents, these Assumptions shall govern.
4. This GMP scope of work includes the materials for the metal floor deck and the metal roof deck, only. This metal decking is for the building proper and does not include metal decking that may be required at other structures in the courtyard or on the site. All other work described by the documents will be included in subsequent bid packages.

Division 1 - General Requirements

1. This GMP is conditioned upon the design team providing digital drawing files to Drymalla and its Subcontractors at no cost, in a timely manner. Drymalla and its Subcontractors shall execute a data licensing agreement, AIA Document C106.
2. References to Supplementary Conditions are excluded. (There are no Supplementary Conditions.)
3. LEED or CHPS certifications are excluded, as is any recycling as is described in Section 01 74 19 – Construction Waste Management and Disposal.
4. Costs associated with revisions in scope of work as may be required by Document Reviews performed by Authorities having Jurisdiction, Texas Department of Licensing and Regulation or Texas Department of Insurance are not included in the GMP.
5. Specification Section 01 21 00 – Allowances – Lump Sum, Unit Cost and Quantity Allowances, and Testing and Inspecting Allowances are not included.
6. Specification Section 01 50 00 – Temporary Facilities and Controls is not a part of this scope of work and will be included in subsequent bid packages.
7. Specification Section 01 56 00 – Temporary Jobsite Protection is not a part of this scope of work and will be included in subsequent bid packages.

8. Specification Section 01 73 00 - Execution is not a part of this scope of work and will be included in subsequent bid packages.
9. Specification Section 01 73 29 – Cutting and Patching is not a part of this scope of work and will be included in subsequent bid packages.
10. Specification Section 01 74 19 – Construction Waste Management is not a part of this scope of work.
11. Specification Section 01 77 00 – Closeout Procedures – is not a part of this scope of work.
12. Specification Section 01 79 00 – Demonstration and Training has not been included in this GMP for Package A – Structural Steel.

Division 3 - Concrete

1. Specification Section 03 52 16 – Lightweight Insulating Concrete Deck System is not a part of this scope of work, except that related to the metal roof deck materials.
2. Concrete work and associated work of any kind is not included in this GMP for Package A – Structural Steel.

Division 4 – Masonry

1. Masonry work and related work of any kind is not included.

Division 5 - Metals

1. Specification Section 05 12 00 – Structural Steel Framing is not a part of this scope of work.
2. Specification Section 05 21 00 – Steel Joist Framing is not a part of this scope of work.
3. Installation of metal decking is not a part of this GMP.
4. The installation and furnishing of structural steel, joists, miscellaneous steel, stairs, railings and other related items are not a part of this GMP.
5. Electrical raceway units described in Section 05 31 00 – Steel Decking is not included.
6. The costs for off-loading of the metal deck is not included in this GMP, but will be included in a subsequent bid package.
7. Quantities of decking are included per current preliminary structural drawings. Slope and layout that will be indicated on final structural drawings may necessitate purchase of additional minor quantities of metal decking. Such additional quantities, if required, will be included in a future GMP.

Division 6 – Rough Carpentry

1. Rough carpentry of any kind is not included in this GMP, but will be included in a subsequent bid package for this project.

Division 7 – Thermal and Moisture Protection

1. Specification Section 07 54 23 – Fully Adhered PVC Membrane Roofing System is not a part of this scope of work.
2. Specification Section 07 62 00 – Roof Related Sheet Metal is not a part of this scope of work.
3. Roofing and related sheet metal has not been included in this GMP, but will be included in a subsequent bid package for this project.

Divisions 8 – 34

1. No work of any kind is included in this GMP for these divisions of work.

END OF ASSUMPTIONS/CLARIFICATIONS

**Dickinson ISD
Dickinson Junior High #3
Package A – Structural Steel
(Metal Decking, materials only)**

Specifications

The following is a listing of the specifications included in this GMP:

<u>Section No.</u>	<u>Section Title</u>	<u>Pages</u>	<u>Date</u>
DIVISION 00	Procurement and Contracting Requirements		
00 00 00	Project Manual Cover	1	07-01-2021
00 00 01	Seals Page	1	07-01-2021
00 00 10	Table of Contents	2	07-01-2021
00 11 13	Proposal Bond	1	07-01-2021
00 21 00	Instructions to Subcontractor – Vendor Proposers-Addendum 1	10	07-07-2021
00 25 00	Subcontractor Proposal Form-Addendum 1	2	07-07-2021
00 31 00	Affidavit of Non-Asbestos, Lead, and PCB Use	1	07-01-2021
00 40 11	Felony Conviction Notification	1	07-01-2021
00 40 12	List of Subcontractors	1	07-01-2021
00 40 17	Certification of Criminal History Record Information	2	07-01-2021
00 40 18	Conflict of Interest Questionnaire	4	07-01-2021
00 40 20	Certificate of Interested Parties – Form 1295	2	07-01-2021
00 45 00	Affidavit of Non-Discriminatory Employment	1	07-01-2021
00 45 15	Subcontractor Qualification Form-Addendum 1	3	07-07-2021
00 50 00	Texas Statutory Performance Bond	1	07-01-2021
00 50 01	Texas Statutory Payment Bond	1	07-01-2021
00 53 10	Subcontractor – GC Agreement-Addendum 1	22	07-07-2021
00 65 15	Statutory Lien Waivers	5	07-01-2021
00 73 50	Prevailing Wage Rate Determination Information	3	07-01-2021
DIVISION 1 GENERAL REQUIREMENTS			
01 10 00	Summary	4	07-01-2021
01 21 00	Allowances	3	07-01-2021
01 23 00	Alternates	1	07-01-2021
01 25 13	Product Substitution Procedures	7	07-01-2021
01 25 13.01	Request for Substitution	2	07-01-2021
01 26 00	Contract Modification Procedures	2	07-01-2021
01 29 00	Payment Procedures	3	07-01-2021
01 29 73	Schedule of Values	2	07-01-2021
	Schedule of Values – Sample	8	07-01-2021
01 31 00	Project Management and Coordination	6	07-01-2021
01 32 00	Construction Progress Documentation	5	07-01-2021
01 32 33	Photographic Documentation	3	07-01-2021
01 33 00	Submittal Procedures	7	07-01-2021
01 40 00	Quality Requirements	7	07-01-2021
01 42 00	References	3	07-01-2021

01 45 23	Testing and Inspection Services	16	07-01-2021
01 50 00	Temporary Facilities and Controls	10	07-01-2021
01 56 00	Temporary Jobsite Protection	5	07-01-2021
01 60 00	Product Requirements	4	07-01-2021
01 73 00	Execution	6	07-01-2021
01 73 29	Cutting and Patching	4	07-01-2021
01 74 19	Construction Waste Management and Disposal	15	07-01-2021
01 77 00	Closeout Procedures	9	07-01-2021
	Closeout Forms	5	07-01-2021
01 77 13	PBK Exterior Punch List Form	1	07-01-2021
01 77 16	PBK Interior Punch List Form	2	07-01-2021
01 78 39	Project Record Documents	5	07-01-2021
01 79 00	Demonstration and Training	4	07-01-2021
DIVISION 3 CONCRETE			
03 52 16	Lightweight Insulating Concrete Deck System (Addendum 2)	7	07-09-2021
DIVISION 5 METALS			
05 12 00	Structural Steel Framing	11	07-01-2021
05 21 00	Steel Joist Framing	7	07-01-2021
05 31 00	Steel Decking Addendum 3	9	07-20-2021
DIVISION 7 THERMAL AND MOISTURE PROTECTION			
07 54 23	Fully Adhered PVC Membrane Roofing System (Addendum 2)	13	07-09-2021
07 62 00	Roof Related Sheet Metal (Addendum 2)	14	07-09-2021

End of Specifications.

**Dickinson ISD
Dickinson Junior High #3
Package A – Structural Steel
(Metal Decking, materials only)**

Drawings

The following is a listing of the drawings included in this GMP:

<u>Sheet #</u>	<u>Sheet Name</u>	<u>Date</u>	<u>Comments</u>
	Cover Sheet	07-01-2021	
G-001	Sheet Index	07-01-2021	
G-002	Project Data and Code Review	07-01-2021	
S-001	Structural Design Criteria & General Notes	07-27-2021	Addendum 6
S-002	Special Inspections	06-08-2021	
SF011	Column Layout Plan – Area A	07-22-2021	Addendum 4
SF012	Column Layout Plan – Area B	07-22-2021	Addendum 4
SF013	Column Layout Plan – Area C	07-22-2021	Addendum 4
SF014	Column Layout Plan – Area D	07-22-2021	Addendum 4
SF015	Column Layout Plan – Area E	07-22-2021	Addendum 4
SF016	Column Layout Plan – Area F	07-22-2021	Addendum 4
SF017	Column Layout Plan – Area G	07-22-2021	Addendum 4
SF018	Column Layout Plan – Area H	07-22-2021	Addendum 4
SF110	Overall Second Floor and Low Roof Framing Plan	06-08-2021	
SF111	Second Floor and Low Roof Framing Plan - Area A	07-22-2021	Addendum 4
SF112	Low Roof Framing Plan – Area B	07-22-2021	Addendum 4
SF113	Second Floor and Low Roof Framing Plan – Area C	07-22-2021	Addendum 4
SF114	Second Floor and Low Roof Framing Plan – Area D	07-22-2021	Addendum 4
SF115	Second Floor Framing Plan – Area E	07-20-2021	Addendum 3
SF116	Second Floor Framing Plan – Area F	07-20-2021	Addendum 3
SF116	Second Floor Framing Plan – Area F	07-20-2021	Addendum 3
SF117	Second Floor Framing Plan – Area G	07-20-2021	Addendum 3
SF118	Second Floor Framing Plan – Area H	07-22-2021	Addendum 4
SF120	Overall Roof Framing Plan	06-08-2021	Addendum 2
SF121	Roof Framing Plan – Area A	07-27-2021	Addendum 6
SF122	Roof Framing Plan – Area B	07-22-2021	Addendum 4
SF123	Roof Framing Plan – Area C	07-22-2021	Addendum 4
SF124	Roof Framing Plan – Area D	07-22-2021	Addendum 4
SF125	Roof Framing Plan – Area E	07-22-2021	Addendum 4
SF126	Roof Framing Plan – Area F	07-22-2021	Addendum 4
SF127	Roof Framing Plan – Area G	07-22-2021	Addendum 4
SF128	Roof Framing Plan – Area H	07-22-2021	Addendum 4
SF131	1 st Floor Lateral Framing	06-08-2021	Addendum 2
SF132	2 nd Floor Lateral Framing	06-08-2021	Addendum 2
S-201	Brace Frame Elevations	07-22-2021	Addendum 4

Attachment D

S-202	Brace Frame Elevations	07-22-2021	Addendum 4
S-203	Brace Frame Elevations	07-22-2021	Addendum 4
S-311	Framing Sections	07-22-2021	Addendum 4
S-312	Framing Sections	07-27-2021	Addendum 6
S-504	Floor Framing Typical Details	06-08-2021	
S-505	Roof Framing Typical Details	07-22-2021	Addendum 4
S-506	Braced Frame Typical Details	06-08-2021	
S-601	Structural Schedules	07-22-2021	Addendum 4
S-701	Wind Load Diagram	07-22-2021	Addendum 4
A-101	1 st Level - Floor Plan - Composite	07-01-2021	
A-102	2 nd Level - Floor Plan - Composite	07-01-2021	
A-301	Roof Plan - Composite	07-01-2021	
A-501	Elevations – Exterior Composites	07-01-2021	

End of Drawings.

**Dickinson ISD
Dickinson Junior High #3
Package A – Structural Steel
(Metal Decking, materials only)**

Addenda Issued

The following is a listing of the Addenda included in this GMP:

<u>DOCUMENT</u>	<u>DATE</u>	<u>PAGE DESCRIPTION</u>
Addendum No. 001	July 7, 2021	38 each 8-1/2"x11"
Addendum No. 002	July 9, 2021	37 each 8-1/2"x11" 38 each 30"x42"
Addendum No. 003	July 20, 2021	15 each 8-1/2"x11" 33 each 30"x42"
Addendum No. 004	July 22, 2021	7 each 8-1/2"x11" 29 each 30"x42"
Addendum No. 005	July 26, 2021	1 each 8-1/2"x11"
Addendum No. 006	July 27, 2021	1 each 8-1/2"x11" 3 each 30" x42"

End of Addendum.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Policy Update 117

Agenda Item: Robert Cobb

Background Information:

Attached is Policy Update 117 affecting the following local policies:

CH(LOCAL): PURCHASING AND ACQUISITION

CV(LOCAL): FACILITIES CONSTRUCTION

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of TASB Localized Policy Manual Update 117.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$250,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, unless the funds are reallocated within the same function by an individual department.

Exception for
Emergency
Contracts

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)]

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

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

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent or designee 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.

*Competitive
Sealed Proposals*

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

If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee 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

PURCHASING AND ACQUISITION

CH
(LOCAL)

shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal 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 or [designee](#) 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.

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

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above ~~\$50,000~~ \$250,000. To assist the Board, the Superintendent or designee shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$50,000~~ \$250,000, 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(LEGAL)]

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 shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Board Acceptance of Completed Project

Acceptance of a new construction project or a major renovation project by the Board shall be scheduled as the buildings are certified as complete by the architect and Superintendent or designee.

Inspection

Prior to acceptance of a completed project, the Board or Board's designee shall inspect the project.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed, the Board has accepted the work, and the District has received all project closeout documents.

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, ~~using~~**use**, or recording-~~of~~ leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

**Catastrophic Illness
or Injury**

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. **Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.**~~Complications resulting from pregnancy shall be treated the same as any other condition.~~

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the **school year**, or begins employment after the first duty day **of the school year**, state personal leave **and local leave** shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for **state personal leave the employee used beyond his or her pro rata entitlement for the school year.:**

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

Recording

~~Leave shall be recorded as follows:~~

- ~~1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.~~
- ~~2. For positions for which a substitute is not normally required, leave shall be recorded in full-/half-/quarter-day increments.~~
- ~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in full-/half-/quarter-day increments.~~

Order of Use

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

- ~~1. Local leave.~~
- ~~2. State sick leave accumulated before the 1995-96 school year.~~
- ~~3. State personal leave.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**
- ~~3.~~ The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that~~ of the **employee's** a spouse, parent, or child; **or**
- ~~4.3.~~ **The employee requests FMLA leave** for military caregiver **leave purposes.**

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: ~~For District contribution to employee insurance during leave, see GRD(LOCAL).~~

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used. :

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~Nondiscretionary~~
~~Non-Discretionary~~ Use

~~1.4.~~ ~~Nondiscretionary~~~~Non-discretionary~~ use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

~~Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.~~

Discretionary Use

~~2.5.~~ Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

~~Limitations~~

Request for
Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee at least five days in advance of the anticipated absence. ~~In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.~~

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

~~Duration of
Leave~~

Discretionary use of state personal leave shall not exceed two consecutive workdays.

~~Schedule of
Discretionary~~
~~Limitations~~

The District shall prohibit use of discretionary leave ~~shall not be allowed on~~ ~~at~~ the day that immediately ~~precedes~~~~preceding~~ or ~~follows~~~~following~~ a District~~school~~ holiday, the first or last day of a grading period, a staff development day~~days scheduled for state-mandated assessments~~, days scheduled for end-of-semester examinations, or ~~days scheduled for state-mandated assessments.~~ ~~staff development days.~~

Local Leave

~~Each~~~~All~~ full-time ~~employee~~~~employees~~ shall earn five to six and one-half paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year, ~~except that an employee may contribute local leave to a sick leave bank.~~ [See DEC(LEGAL)]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.

Combined Leave for Spouses

~~When~~ If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~[See DECA(LEGAL)]~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]
Certification of Leave	When If an employee requests leave, the employee shall provide certification, in accordance with as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
Fitness-for-Duty Certification	In accordance with administrative regulations, when If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
Leave at the End of Semester Leave	When If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p> <p>The District shall provide 60 days of temporary disability leave for all auxiliary employees.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation</p>

of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave
Offset

The District shall not permit the option ~~An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], ~~and not on assault leave, may elect in writing to use paid leave.~~

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

~~Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.~~

Incentive Plans

These incentive plans are available only to personnel employed continuously by the District and hired prior to the 1989-90 school year. The incentive plans shall be mutually exclusive, and employees may not receive benefits from more than one plan during any one school year. Any employees hired after September 1, 1989, shall be ineligible for Plan 1 or Plan 2.

Death of Eligible
Employee: Plan 1 or
Plan 2

Upon the death of an employee, ~~payment~~reimbursement for unused local sick leave days shall be payable to the employee's estate under the plan chosen.

If an employee resigns or is terminated for any reason other than retirement or death, eligible benefits shall be payable only under Plan 1.

Plan 1

Under Plan 1, professional employees shall annually receive, at the end of the regular school year, ~~payment~~reimbursement at the rate of 50 percent of the substitute teacher pay rate for all local sick leave accumulated beyond 40 days.

Paraprofessional and auxiliary employees shall annually receive, at the end of the regular school year, ~~payment~~reimbursement at a rate of 50 percent of the substitute custodian pay rate for all local sick leave accumulated beyond 40 days.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The District shall ~~make payment, buy back~~ and the employee shall forfeit all local sick leave days for which ~~payment reimbursement~~ is received. An employee may elect not to receive ~~payment reimbursement~~ for days beyond 40, in which case the employee shall retain all accumulated local sick leave beyond the 40 days.

Plan 2

Under Plan 2, any employee with a minimum of ten years' continuous service in the District who has accumulated more than 40 days of local sick leave may elect to ~~receive payment be reimbursed~~ at the time of retirement for accrued, unused local sick leave over 40 days and up to a maximum of 60 days when retirement is approved under the Texas Teacher Retirement System (TRS). The rate of ~~payment reimbursement~~ shall be based on the average salary/wage during the last three full years of service in the District.

An employee who has selected Plan 2 but leaves the District before retirement for extenuating circumstances may request in writing from the Superintendent approval to receive payments for unused local sick leave under Plan 1 provisions. Extenuating circumstances may include reasons of health, transfer of spouse, or other circumstances beyond the individual's control. Employment in another district or another business shall not be considered an extenuating circumstance.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: TASB Region 4 Board of Directors Endorsement

Agenda Item: Carla Voelkel

Background Information:

Information has previously been sent to the Board regarding the nominees for the TASB Board of Directors Region 4. The nominees are:

Tony Hopkins (Region 4, Position C)

Friendswood ISD

Tony Hopkins has requested endorsement from the Dickinson ISD Board of Trustees.

Recommendation:

The floor is open to a recommendation for endorsement.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____



TASB ENDORSEMENT FORM

DATE: August 2, 2021

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: Tony Hopkins

SCHOOL DISTRICT: Friendswood ISD

This endorsement was approved by our school district's board of trustees at a duly called meeting on August 2, 2021.
(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: David Swartz

SCHOOL DISTRICT: Dickinson ISD

MAILING ADDRESS: PO Drawer Z

CITY: Dickinson ZIP: 77539

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 30, 2021.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Sam Vitanza Stadium Safety Rules update

Agenda Item: Robert Cobb

Background Information:

A copy of the Sam Vitanza Stadium Safety Rules update (2021-2022) is attached for your review. The rules address a return to full capacity at the stadium.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Sam Vitanza Stadium Safety Rules update (2021-2022).

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

Sam Vitanza Stadium Student/Spectator Safety Rules

During attendance at our athletic events, spectator safety is the district's primary concern. To promote the safety and well-being of all stadium guests, Dickinson ISD has established the following rules and procedures for all stadium activities. These policies were approved by the Board of Trustees and will be enforced at all times to keep our fans safe and our students well supervised.

* Those who are not vaccinated are encouraged to wear masks.

* All tickets will be sold online and home fans will enter through the main stadium gate, directly under the press box. Visitors will enter through "C Gate".

* Students (Pre Kinder through 8th grade) must be accompanied by a parent or adult guardian, or they will not be admitted into the stadium.

* Parents or adult guardians are responsible for PK – 8th grade students' behavior and are responsible for their supervision during the event.

* Balls, bags, backpacks, noisemakers, baby strollers, coolers, drinks, food, etc.-shall not be brought into the stadium.

* No loitering is permitted. All students/spectators must sit in the stands and keep off the rails. Aisles should be kept clear at all times. Congregating under the bleachers or by concessions before, during, or after the game will not be permitted.

* For your safety and the safety of others, there is no running in the stands.

* High school students will remain in the designated student section.

* Students/spectators who throw food, drink, or other items will be escorted from the stadium, will not be allowed re-admittance, and may be banned from the stadium for the remainder of the school year.

* Students/Spectators who refuse to comply with stadium officials' directions may be removed from the stadium.

* Students/spectators who leave the stadium are not allowed to return to the event (unless they purchase another ticket) and must leave the high school grounds.

* No one will be allowed on the field or track during or after games unless authorized by the Stadium Manager.

* The Student Handbook and Code of Conduct will be in effect for all DISD students attending stadium events. This means students may face additional disciplinary consequences at school.

* State laws and school district policies will be in effect concerning alcoholic beverages, controlled substances, and tobacco.

* Students/spectators who violate these policies will be escorted from the stadium, will not be allowed re-admittance, and may be banned from the stadium for the remainder of the school year.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Interlocal Governmental Agreement for School Liaison Officer Program

Agenda Item: Robert Cobb

Background Information:

Attached is a copy of the updated Interlocal Governmental Agreement for School Liaison Officer Program between the County of Galveston and Dickinson Independent School District.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Interlocal Governmental Agreement for School Liaison Officer Program.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

State of Texas §

§

County of Galveston §

Interlocal Governmental Agreement for School Liaison Officer Program

This Interlocal Governmental Agreement is entered into between the County of Galveston, ("County") a political subdivision of the State of Texas, acting by and through its County Commissioner's Court and the Dickinson Independent School District ("DISD"), a political subdivision of the State of Texas, acting by and through its Board of Trustees. Both parties acknowledge the need for a School Liaison Officer Program for DISD.

Term of Agreement

This Agreement begins on August 15, 2021 and shall end, unless extended, on August 14, 2024 at midnight. No term or condition of this Agreement will be effective prior to August 15, 2021; relations between the parties prior to that date will be governed by the terms of agreements then in effect.

General Description of Services/Number of Officers

The services to be provided by County are routine law enforcement activities to be performed primarily on the campuses and periphery of DISD campuses (including up to 1000 feet beyond the real property lines) by Galveston County Deputy Sheriffs. The Galveston County Deputy Sheriffs performing duties pursuant to this agreement are hereinafter referred to as "Officers". **The six (6) Officers, one (1) Sergeant and one (1) Lieutenant** will each work a total of 2080 hours per year inclusive of Permissible Leave. The district will also pay 25% salary for an administrative assistant.

During the hours they are assigned to perform law enforcement services to DISD under

this Agreement, all Officers shall, except as may be otherwise directed by the Sheriff or his designee, perform their duties solely for the benefit of DISD; at no time shall any such Officer perform work for any other entity or person during the hours he/she is assigned to work at DISD. Should the Sheriff or his designee temporarily redeploy an Officer from DISD, DISD shall not be obligated to pay for any time during which an Officer is redeployed.

Officers shall work under the direct command of the Supervising Liaison Officer and under the general direction and assignment of DISD officials with all direction and assignment communicated through the Supervising Liaison Officer unless it is impractical to do so. The DISD officials authorized to provide such general direction and assignment include the Superintendent, the Assistant Superintendent for Administration, and the Principal of each school, as it relates to his/her school.

The Officers shall not work, nor be requested, suffered, or required to work overtime at DISD expense, pursuant to this Agreement, except under the following, limited circumstances:

- a) with prior consultation via radio communication and approval of the Supervising Liaison Officer or the Officer's designated Supervisor, in order to complete a law enforcement activity initiated during the Officer's regularly scheduled work day, which would otherwise be prejudiced by delay;
- b) in order to make a Court ordered appearance relating to DISD business outside of regularly scheduled duty hours;
- c) such time as is reasonably necessary to complete an investigation in a timely and unimpeded manner that would otherwise be prejudiced by delay; or
- d) performing duties of an unforeseen, emergency nature, including but not limited to Officers who are called upon while "on call."

If the need for overtime is of an unforeseen, emergency nature, including but not limited to those instances set for below in Specific Duties for those Officers who are "on call", the Supervising Liaison Officer and the Assistant Superintendent for Administration shall be notified as soon as practicable during or immediately following the performance of the additional work and the amount of such hours shall be kept to a minimum necessary to address the emergency.

If the performance of such overtime work results in an Officer working compensable overtime pursuant to the Fair Labor Standards Act in a given work period, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then DISD shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period, as set forth below in Consideration.

Specific Duties

The Officers specific duties include:

- a) conducting investigations of all criminal violations (with the exception of major criminal violations such as murder or sexual assault in which instance the Officers will assist the law enforcement agency with primary jurisdiction) occurring on DISD property or at DISD-sponsored or school-related activities, except at DISD Extracurricular Activities, on or off DISD property;
- b) patrolling the periphery of DISD campuses (up to and including 1000 feet beyond the real property boundary lines) for the purpose of controlling narcotic/alcohol sale and use, gang related activities and other crimes including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110;
- c) attending DISD sponsored or School Related Activities during school hours;
- d) working with faculty/administration/student body/parents to develop the

necessary knowledge and skill required of such faculty/administration/student body/parents to detect the presence and dangers of narcotics and/or alcohol;

e) acting as educational resources for the criminal justice system and its operation in society;

f) establishing good rapport with students to establish a role model for good community/criminal justice system relationships;

g) providing security on the various DISD campuses for prevention of theft, trespassing, and intrusion;

h) responding to night and weekend calls when DISD buildings are found opened or unlawfully entered;

i) reporting open and unlawfully entered DISD buildings to the prescribed personnel;

j) acting as a liaison with public safety authorities on all matters affecting school security;

k) consulting with DISD Administration on methods of increasing security in and around the premises of each school;

l) assisting DISD Administration with enforcement of its written Student Code of Conduct adopted pursuant to law;

m) investigating and participating in DISD's student disciplinary actions as reasonably necessary;

n) complying with DISD's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing set forth in DISD Board policies and administrative regulations, to the extent that there are no conflicts with

policies of the Sheriff's Office or the County;

- o) upholding the laws of the State of Texas;
- p) preserving the peace within the Officer's jurisdiction by all lawful means;
- q) performing such other law enforcement duties as may be agreed upon by the

Sheriff and DISD; and

- r) performing duties required of peace officers under Texas law.

For purposes of this Agreement, School Related Activities are defined as activities that are in any way sponsored or officially sanctioned by DISD, with the exception of Extracurricular Assignments as defined below.

Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively with resources made available in this Agreement.

Extracurricular Assignments

For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at DISD events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement. DISD shall establish and operate its own program for appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County. To the extent that any Officer performing services under this Agreement voluntarily participates in the DISD Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose. No Officer shall be expected to or requested, required or instructed by any DISD Official or the Supervising

Liaison Officer or any other County employee to participate in the Extracurricular Assignment Program.

Though the County and DISD believe that the Extracurricular Assignments Program is subject to the “Special detail work” exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p), if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then DISD shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period, as set forth below in Consideration.

Assignment of Officers

The Sheriff’s Office shall institute a process by which law enforcement officers may be i) considered for immediate assignment to DISD or ii) placed on a list of potential law enforcement officers who would be eligible for assignment to DISD so that vacancies might be filled in a timely manner. The process will attempt to help ensure that qualified law enforcement officers are selected fairly and equitably, keeping in mind the best interests of both DISD and the Sheriff’s Office.

DISD may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with DISD, then the Superintendent of DISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. But, the final determination of appointment shall lie with the Sheriff.

Assignment to the above-described eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the above-described list will be assigned to a DISD position. But generally, law enforcement officers whose names are on the list will be appointed to serve in DISD assignments, unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to: 1) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate to such an assignment; 2) in the opinion of the Sheriff another law enforcement officer is determined to be more suitable for assignment; 3) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or 4) the number of officers on the eligibility list exceeds the number of available positions with DISD pursuant to this agreement.

Removal of Officers

DISD may request the removal of any Officer assigned to one of its campuses through one of the following ways:

First, if an assigned Officer is no longer agreeable to DISD because of performance or other employment related concerns on the part of DISD Officials, then the Superintendent of DISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the concerns. If

upon review of DISD'S expressed concerns the Sheriff agrees there are performance or other employment related issues, he will timely counsel with and attempt to have those issues properly addressed within seven days. If the Officer's performance or other employment related concerns are not corrected to the satisfaction of DISD, the Superintendent will again express the reasons for his/her concern. The Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

Second, in the event an allegation of serious misconduct has been raised about an Officer, then the Superintendent of DISD shall so notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned away from DISD duties pursuant to this Agreement pending the outcome of the Sheriff's Office internal investigation into the allegation.

Within 72 hours after any removal, the County shall provide DISD with a replacement Officer. In the event the replacement Officer is not agreeable to DISD then the Superintendent of DISD shall so notify the Sheriff and give the Sheriff in writing the specific reasons for the disapproval. The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter.

If the Sheriff, after conducting his internal investigation, believes the allegations of misconduct to be untrue, the Sheriff shall present findings to the Superintendent, and the Superintendent shall consider whether the Officer may return to duty at DISD. If the Superintendent determines that such Officer should not return to duty at DISD the Superintendent shall so notify the Sheriff of this determination and state the reasons for this determination. The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter but the ultimate decision regarding the reassignment of the Officer lies with the

Sheriff.

In addition, the Sheriff shall notify the DISD Superintendent in writing if, as and when any Officer assigned to DISD has been placed under investigation by the Sheriff's Office or any other law enforcement agency's investigation known by the Sheriff, for any reason.

Substitution of Officers

Although it is the desire of the parties to use the same Officers throughout the term of this Agreement, the Sheriff is not committing to furnish any particular Officer and, at any time and from time to time, the Sheriff may make personnel changes. Officers being considered for substitution as an Officer to serve at DISD shall go through the Assignment of Officers process described above.

In the event a regularly assigned Officer is expected to be on any type of extended leave other than Permissible Leave as that phrase is defined in the Consideration paragraph below, the Sheriff shall notify the Superintendent of the leave and its anticipated length. The Sheriff shall make every reasonable effort to timely assign a suitable substitute Officer utilizing the Assignment of Officers process described above. In the event a substitution cannot be made, the Sheriff shall so notify the Superintendent. DISD shall not be responsible for payment of that leave time in excess of the periods of time defined as Permissible Leave below.

Employees of County, Personnel & Time/Payroll Records

Officers working under this Agreement shall at all times be employees of the County and will be entitled to such benefits afforded regular County employees; provided, however, such entitlement shall not affect the consideration to be paid by DISD under this Agreement as set forth below. In no event shall any Officer ever have or maintain an employment relationship with DISD for any purpose while the Officer is assigned by the County to DISD under this Agreement.

Personnel records for all Officers assigned at any time under this Agreement shall, as a routine course of business, be maintained by the County through the Sheriff's Office.

Official time records for all Officers assigned at any time under this Agreement shall be maintained by the County through the Sheriff's standard methods used for payroll processing. Said official time records shall be considered the basis from which invoices for services rendered under this Agreement are created.

The County utilizes an "exception-based" payroll system. Officers assigned under this Agreement are paid a bi-weekly salary based on a standard 14-day work period of 86 hours as defined by the Fair Labor Standards Act, with appropriate deductions taken for various types of paid and unpaid leave and additions for overtime or other positive adjustments to pay. County shall provide copies of payroll records showing all exceptions, in either paper or, if requested by DISD, electronic format, along with each invoice forwarded to DISD for payment.

DISD may, and the Sheriff agrees to permit, use of a system to tally hours that Officers are present and working at DISD campuses. For purposes of this Agreement, the system will not be considered an official payroll record nor shall it be used for billing purposes; however, the system will be used as an attendance record and for validation of invoices for services provided under this Agreement.

County Resources

This Agreement entitles the Officers to reasonable use of the following Divisions of the Sheriff's Office to support their policing functions:

- a) Identification and Criminal Record-Keeping;
- b) Criminal Investigations;
- c) Training; and

d) Communications Division (including telephone and radio communications)

As needed or required the Sheriff may, in his discretion, temporarily make other Sheriff's Office resources available to support the policing function of Officers assigned under this Agreement. Any decision to provide such a service lies with the Sheriff or his designee and shall be made only on specific, case-by-case consultation with and by request of the Supervising Liaison Officer.

Uniforms, cellular phones, and radio equipment will be provided to Officers by the Sheriff's Office and costs of uniforms, cellular phones, and radio equipment provided to Officers will be paid by DISD in accordance with Exhibit C.

DISD Resources

To assist the Officers in performing their duties under this Agreement, DISD will provide access to DISD's technology system through either desktop, laptop or tablet computers as well as other reasonable office supplies and workspace. DISD may also furnish Officers with district-owned cellular/mobile telephones for use in connection with their DISD duties. DISD will provide access to the district's electronic mail system and will issue Officers a DISD electronic mail address. All DISD policies and procedures related to use of district technology and electronic communication apply to Officers' use of DISD-owned technology. (See DISD Board Policy DH(LOCAL), CQ(LOCAL) and CQ(Regulation.)) These policies include prohibitions against communicating with DISD students via text messaging or any form of social media unless such communication is in the course of bona-fide law enforcement activity.

Consideration

From August 15, 2021 through August 14, 2024 DISD agrees to pay County for actual

hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement according to the rates and fees listed in the compensation schedule attached as Exhibit C.

Permissible Leave, for purposes of calculating those leave hours for which DISD will pay the County shall not exceed more than five (5) consecutive sick leave or workers compensation leave days per occurrence and a total of 24 days or 192 hours, in the aggregate, per contract year, per Officer, based on employment for a period of one year, inclusive of all forms of paid vacation and/or sick leave recognized by the County under its personnel policies. Paid holidays are Permissible Leave and will be billed to DISD but are not counted toward the limitations on Permissible Leave in this Agreement. For Permissible Leave taken by Officers, DISD will pay for the actual hours worked by replacement Officers in addition to the Permissible Leave hours of the absent Officer.

For the period of August 15, 2022 through August 14, 2023 and again for the period of August 15, 2023 through August 14, 2024 DISD and County will, by letter agreement, decide upon the rates to be paid and new agreed rates will supersede Exhibit C. The letter agreement will be executed by both parties by no later than August 1st of each year.

In the event any Officer works overtime hours as permitted herein, the County shall be reimbursed for the appropriate overtime rate (i.e., an additional one-half of the Officer's total hourly rate including benefits costs and certificate pay, as shown in Exhibit C).

DISD will not be permitted to require any Officer to take Compensatory time in lieu of overtime unless the Compensatory time does not count toward the limitations on Permissible Leave set forth above.. But, this does not preclude DISD from adjusting an Officer's daily work schedule as required. Compensatory time accruals are limited to 40 hours per Officer, and payouts

of compensatory time accrued by Officers working under this Agreement are billable to DISD upon separation of the Officer's employment with Galveston County.

As soon as practical following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall, in all instances, include copies of time records for each Officer pursuant to the Employees of County, Personnel & Time Records section of this agreement, above. Said invoice and time records shall be forwarded by County through its Auditor's Office to DISD for payment.

DISD shall pay each such monthly invoice in accordance with Texas Government Code Chapter 2251t. In the event a dispute arises between the County and DISD concerning a portion of any invoice, DISD agrees that only payment of the disputed amount may be retained by DISD, that such retention may be withheld only until the disputed matter is resolved, and that payment of the resolved disputed balance will also be paid in accordance with Texas Government Code Chapter 2251. The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

DISD acknowledges that time is of the essence regarding each payment. If County does not receive DISD'S payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. DISD will not be relieved of any payment to County that is due and unpaid as of the date of termination.

Leave/In-Service Training

The Officers require annual in-service training, which will be provided by the County with costs paid by DISD in accordance with Exhibit C. DISD may require additional in-service training, as appropriate. DISD will be responsible for the cost of any such additional training it requires,

and the hours expended by Officers in attending such training shall be considered hours worked under this Agreement. Any additional training required by DISD will not be considered Permissible Leave and no substitute Officer will be required.

Training and annual leave (subject to the limitation on Permissible Leave as set forth in Consideration above) will be permitted between the day following the last day of the Spring term until the day proceeding the beginning of the new Fall term in that same year.

Vehicles

DISD will provide all required vehicles for each Officer's use during the time they are actually performing services for DISD. DISD shall make such vehicles available to the Officers to the extent DISD deems necessary and appropriate for the performance of duties under this Agreement. No Officer, other than the Supervising Liaison Officer and the on-call Officer will be permitted to take a vehicle home, unless expressed permission has been granted by the Assistant Superintendent for Administration. DISD will provide all required fuel and maintenance for the vehicles. DISD will also provide all emergency equipment (i.e., markings, lights, protective cages, radios, sirens, push bumpers, and other miscellaneous items) required for all marked vehicles.

DISD agrees to carry third party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq., as it presently exists or may hereafter be amended.

Officers shall comply with written DISD policies and procedures relating to the use of DISD's vehicles while using any DISD vehicle. A copy of the existing policies and procedures is attached hereto as Exhibit "B". Any new policies that are developed by DISD shall be made

available to each Officer and to County upon adoption and any future amendment.

Supervising Liaison Officer

One of the Officers furnished by the County shall have the rank of Lieutenant or above and shall be appointed to serve as the Supervising Liaison Officer between DISD and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers, as set forth under Removal of Officer above. All other Officers may be of a rank below Lieutenant.

Renewal Period

This agreement may be renewed if DISD gives notice of its intention to so renew within ninety (90) days prior to the end of the end of this Agreement and the County agrees to the renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

Early Termination

This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days prior notice.

Miscellaneous Provisions

This Agreement contains the entire Agreement between the parties and may be amended only by formal amendment executed by the appropriate signatories for the County, DISD, and the Sheriff's Office.

The Galveston County Sheriff signs this Agreement to evidence his willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed effective this 15th day of August, 2021.

County of Galveston by:

Mark Henry, County Judge

Date of Execution: _____

Attest:

Dwight Sullivan, County Clerk

Henry Trochesset, Galveston County Sheriff

Date of Execution: _____

Dickinson ISD by:

David Swartz, President

Dickinson ISD Board of Trustees

Date of Execution: _____

Attest:

Veanna Veasey, Board Secretary

Carla Voelkel, Ed.D, Superintendent

Date of Execution: _____

Exhibit A-DISD Extracurricular Assignment Program

DISD maintains an Extracurricular Assignment Program (“Program”) for the express purpose of providing law enforcement and security services at DISD events, activities, and programs that typically occur outside of regular school hours. The DISD Assistant Superintendent for Administration shall ensure efficient operation of that Program and shall arrange for such services on an as-needed basis.

The Program shall be staffed by licensed law enforcement officers from the various law enforcement agencies included within Galveston County who apply to be placed on DISD’S list of officers willing and available for service in the Program. The Assistant Superintendent for Administration will notify all law enforcement agencies located within DISD’s territory of the Program, will invite all interested law enforcement personnel to apply for participation and will accept such law enforcement personnel who apply in a consistent manner without favoring one law enforcement agency over another. Qualified officers employed by Galveston County may voluntarily elect to apply for participation in the Program, but no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Any and all participation in the Program shall be voluntary, and all officers selected by DISD for the Program regardless of the police jurisdiction within which they are regularly employed, shall be considered independent contractors, engaged to fulfill security functions at specified events.

Officers shall be selected to work for the Program by the Assistant Superintendent for Administration, who shall make such selection on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the DISD approved list of Program officers. Officers who perform services for DISD under the Program shall be independent contractors and

shall be compensated at a rate established by the District. All officers that participate in the Program shall be responsible for their own income tax reporting responsibilities.

Exhibit B

DISD Liaison Vehicles and Equipment

I. PHILOSOPHY

It is the intent of Dickinson ISD to provide Liaison Officers (hereinafter "Officer" or "Officers") with vehicles and equipment that are in good working order. Officers will be responsible for the scheduling of routine maintenance, security, and safe operation of District equipment

II. ADMINISTRATIVE PROCEDURES

It is the expectation of this District's Administration that each Officer will properly maintain his or her assigned equipment and vehicle within the following guidelines. Failure to comply with these procedures may result in being reported to the Sheriff.

III. PROCEDURE

A. User Responsibility

Vehicles are to be housed at a location designated by the Superintendent or his/her designee. At the beginning of a shift, Officers should perform, a visual inspection of the vehicle and tires. Officers should seek regular, scheduled maintenance for DISD vehicles from professional mechanics as appropriate. At the end of the shift or assignment, the vehicle shall be returned to the location where the vehicle is housed.

When the Officer leaves the vehicle at the end of the shift the vehicle shall be left

- 1) With sufficient fuel to initiate a patrol shift
- 2) With all trash removed
- 3) With all electrical equipment turned off
- 4) Windows closed and doors locked

B. Unauthorized Use/Operation:

Officers will not permit the use or operation of district-owned or issued property, vehicles, or equipment, by any person who is not employed or under contract by the district, and/or is not authorized to use such equipment. Officers shall not use District vehicles except in the capacity of official District business and as authorized herein.

C. 24-Hour Vehicle Assignment

- 1) The Superintendent or his/her designee will be the sole individual authorized to allow an Officer use of a vehicle outside the officer's assigned shift.
- 2) An Officer who is assigned a vehicle on a 24-hour basis shall use the assigned vehicle only as necessary to assist in conducting investigations, administrative matters, or to perform a specific assignment.
- 3) Each situation will be evaluated, on a case-by-case basis. Use of a vehicle

outside of the Officer's assigned shift, without express approval, will result in being reported to the Sheriff and further action, including removal from the DISD SLO Program.

D. Unauthorized Passengers

Officers shall not have passengers in police vehicles as "observers" without prior approval from the Superintendent or his/her designee. Officers shall not permit persons other than authorized employees of the District, to ride in said vehicle with the exception of persons who are required to be conveyed in the performance of duty, or as expressly authorized.

E. Cleanliness

Each Officer is responsible for the cleanliness of any vehicle, equipment, or work area assigned to him or her. No tobacco products are to be used on or in any DISD property. SLO Supervisors will conduct a monthly inspection of an SLO's assigned vehicle and equipment. The inspection will be documented on a DISD Equipment/Vehicle Inspection Form and submitted to the Fleet Deputy.

F. Loss/Damage

In cases involving the loss or damage of District-owned vehicles or equipment, such losses will be reported as soon as practical. The officer shall

- 1) Notify supervisor, Transportation Department, and the Superintendent or his/her designee
- 2) Make an Offense Report and/or Accident Report
- 3) If involved in an automobile accident, remain at the scene (if not injured) until an accident investigator arrives
- 4) Contact appropriate drug testing agency per District policy

DISD utilizes an Accident Review Board (ARB), which reviews all motor vehicle accidents involving a "driver" of a DISD owned vehicle. This includes both DISD employees and contracted personnel. Should an accident be classified as

"Preventable" or "Serious Preventable" by the ARB, the ARB will forward their findings to the Superintendent who may notify the contractual person's employer. In this case it is the Galveston County Sheriff. This process does not take the place of and is independent of an accident review board, if one, of the contractual persons employer.

G. Repair/Alteration

Each Liaison officer shall promptly report the need for repairs to any District-owned vehicle for which he or she is responsible to the Transportation Department. No officer shall alter, repair, or in any way change, add to, or remove any parts of accessories, from District-owned property.

H. Vehicle Assignment

The Lead Liaison Officer will determine vehicle assignments. Officers will drive the vehicle that is assigned to them both for regular duty and approved DISD-related additional assignments. If the vehicle that is assigned to the Officer is unavailable due

to repairs etc, the Officer will drive another vehicle, if one is available, and not being used by an overlapping shift.

I. Restitution

Any Officer who has lost, damaged, or destroyed any equipment issued by the District, may be required to make restitution and may be subject to being reported to the Sheriff if the loss or damage is the result of malice, intentional acts or gross negligence.

Exhibit C – Compensation Schedule

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary grade/step as follows:

Position	Grade/Step	FY 21 Salary
Deputy I – Law Enforcement	514	\$45,569.86
Deputy II – Law Enforcement	516	\$50,654.62
Deputy III – Law Enforcement	518	\$55,390.44
Deputy IV – Law Enforcement	519	\$58,159.96
Deputy V – Law Enforcement	520	\$63,260.68
Sergeant I	523	\$71,573.63
Sergeant II	524	\$75,197.06
Lieutenant	526	\$81,836.91

Hourly Rate for each Officer is calculated by dividing each Officer’s individual salary by 2080.

Total Hourly Rate for each Officer is calculated as follows:

$$(\text{Hourly Rate}) \times (1.22695 \text{ [variable benefits]}) + \$4.21 \text{ [fixed benefits]} = \text{Total Hourly Rate}$$

Longevity \$10 per month per year of service

Current monthly certification pay rates are:

Intermediate	Advanced	Master
\$ 50.00	\$ 100.00	\$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
\$ 440.00	\$ 440.00	\$50.00	\$90.00*

Grandfathering: Notwithstanding the above, Hourly Rates for Officers assigned to DISD under the version of this contract that was in effect on August 14, 2021 will not be reduced as a result of the adoption of the Career Path under this version of the contract. Such Officers will continue to work

at the same Hourly Rate they received on August 14, 2021 until such time as they qualify for a higher Hourly Rate under the Career Path.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021

Item Title: Student Code of Conduct for 2021-2022

Agenda Item: Robert Cobb

Background Information:

Administration has reviewed and revised the 2021-22 Student Code of Conduct. A copy of this document is provided for review.

Recommendation:

The Superintendent and the Assistant Superintendent for Administration recommend approval.

Action Item: **Yes** **No**

Motion made by _____ **seconded by** _____ **vote** _____

Student Code of Conduct **2021-2022**

Mission Statement

The mission of the Dickinson Independent School District is to ensure that all students have safe and successful learning opportunities that help them reach their full potential and add quality throughout their lives.

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact (281) 229-6024.

Purpose

The Student Code of Conduct (“Code”), as required by Chapter 37 of the Texas Education Code, provides equitable methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

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

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

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code and the Student Handbook, the Code shall prevail.

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

School District Authority and Jurisdiction

Dickinson ISD believes in a collaborative approach to discipline, with multiple people providing emotional social support to students, rather than just one person. All campus principals and assistant principals handle student discipline. Each campus administrator will serve as a campus behavior coordinator in regard to student discipline, as outlined in the Dickinson ISD District of Innovation Plan.

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

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at <http://www.dickinsonisd.org/> and at http://www.dickinsonisd.org/page/pi_public_info.

Threat Assessment and Safe and Supportive School Team

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

Searches

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. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

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.

Reporting Crimes

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

Revoking Transfers

The district has the right to revoke the transfer of a nonresident student for violating the district's Code of Conduct.

Security Personnel

To ensure the security and protection of students, staff, and property, the board employs school liaison officers (SLOs), *and* security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

The law enforcement duties of school resource officers are:

- a) conducting investigations of all criminal violations (with the exception of major criminal violations such as murder or sexual assault in which instance the Officers will assist the law enforcement agency with primary jurisdiction) occurring on DISD property or at DISD-sponsored or school-related activities, except at DISD Extracurricular Activities, on or off DISD property;
- b) patrolling the periphery of DISD campuses (up to and including 1000 feet beyond the real property boundary lines) for the purpose of controlling narcotic/alcohol sale and use, gang related activities and other crimes including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110;
- c) attending DISD sponsored or School Related Activities during school hours;
- d) working with faculty/administration/student body/parents to develop the necessary knowledge and skill required of such faculty/administration/student body/parents to detect the presence and dangers of narcotics and/or alcohol;
- e) acting as educational resources for the criminal justice system and its operation in society;
- f) establishing good rapport with students to establish a role model for good community/criminal justice system relationships;
- g) providing security on the various DISD campuses for prevention of theft, trespassing, and intrusion;
- h) responding to night and weekend calls when DISD buildings are found opened or unlawfully entered;
- i) reporting open and unlawfully entered DISD buildings to the prescribed personnel;
- j) acting as a liaison with public safety authorities on all matters affecting school security;
- k) consulting with DISD Administration on methods of increasing security in and around the premises of each school;
- l) assisting DISD Administration with enforcement of its written Student Code of Conduct adopted pursuant to law;
- m) investigating and participating in DISD's student disciplinary actions as reasonably necessary;
- n) complying with DISD's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing set forth in DISD Board

policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County;

- o) upholding the laws of the State of Texas;
- p) preserving the peace within the Officer's jurisdiction by all lawful means;
- q) performing such other law enforcement duties as may be agreed upon by the Sheriff and DISD; and
- r) performing duties required of peace officers under Texas law.

The law enforcement duties of district security personnel are to monitor campus grounds and report suspicious activity or concerning behavior.

“Parent” Defined

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

Participating in Graduation Activities

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

Participation might include a speaking role, as established by district policy and procedures.

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

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

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

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

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

See **DAEP—Restrictions During Placement** on page 22 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Dickinson ISD is firmly committed to providing a safe and successful learning environment for all students. Students who disrupt the classroom learning environment will be required to attend a behavior instructional seminar and parents required to attend a conference with a campus administrator. Repeated concerns with behavior will be referred to the campus problem solving team for further evaluative consideration.

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 16, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 15.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.

- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 17 and **Expulsion** on page 28 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)

- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. (See **glossary** for "abuse.")
- Abuse over-the-counter drugs. (See **glossary** for "abuse.")
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for "under the influence.")
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

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

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.

- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

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

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

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

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.

- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Restorative practices techniques including circles.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 17.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 28.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. **The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.**

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through *Policy On Line* at the following address: <https://pol.tasb.org/Policy/Code/498?filter=FNG>

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

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

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal, director of transportation, or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

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

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline

management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

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

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

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

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

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

Returning a Student to the Classroom

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

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

Out-of-School Suspension

Misconduct

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

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

Process

The district's goal is to reduce exclusionary disciplinary consequences such as out of school suspensions. However, certain disciplinary offenses may require a student be suspended.

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

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

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

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

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

Coursework During Suspension

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

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

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

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 28.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and

- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

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

Conference

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

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

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

Consideration of Mitigating Factors

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

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

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

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

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

Coursework Notice

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

Length of Placement

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

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

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

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

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

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

Exceeds School Year

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

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

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

Exceeds 60 Days

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FOC (LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: [https://pol.tasb.org/Policy/Download/498?filename=FOC\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/498?filename=FOC(LOCAL).pdf)

The decision to remove a student to a DAEP may be appealed to the assistant superintendent or designee within two workdays after receipt of the written notice of removal. The decision of the assistant superintendent or designee shall be final.

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

A student placed at DAEP must follow district procedures regarding transportation as explained in the Dickinson Alternative Learning Center Handbook and Coastal Alternative Program Handbook.

A student placed at the Esmond Center shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

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

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

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

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall,

at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

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

Withdrawal During Process

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

Newly Enrolled Students

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

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Students

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

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

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

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;

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

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

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

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

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

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

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

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Expulsion

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

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 17.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

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

While in a DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

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

Process

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

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

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

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

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

The board of trustees delegates to the superintendent of superintendent's designee authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

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

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

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

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

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

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

1. The out-of-state district provides the district with a copy of the expulsion order, and

2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

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

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

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

Abuse is improper or excessive use.

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

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

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

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

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

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

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;

2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

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

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

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

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

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

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

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

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

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

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

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

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

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

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

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

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

Such term does not include an antique firearm.

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

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

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the

- property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
 - e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

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

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

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

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

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

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

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

Serious misbehavior means:

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

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

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

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

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;

- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

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

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

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Approval of Agenda Items A-E

Agenda Item: Carla Voelkel

Background Information:

Agenda Items:

- A. Appraisal Calendar
- B. 2021-2022 Operating Budget and Set Budget Hearing Date
- C. Detention MOU and TLC Residential MOU
- D. CAP MOU
- E. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-E.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 2, 2021
Item Title: Appraisal Calendar
Agenda Item: Kimberly Rich

Background Information:

The District Appraisal Calendar for the 2021-2022 school year is attached for the Board's review and approval.

Recommendation:

The Superintendent and Executive Director for Human Resources recommend approval of the District Appraisal Calendar for the 2021-2022 school year.

Action Item: √ Yes _____ No

Motion made by _____ **seconded by** _____ **vote** _____

Dickinson Independent School District Appraisal Calendar 2021-2022

Dickinson ISD shall establish a calendar for the appraisal of teachers and provide that calendar to teachers *within three weeks from the first day of instruction*. The appraisal period for each teacher must include all of the days of a teacher's contract. Observations during the appraisal period must be conducted during the required days of instruction for students during one school year. The appraisal calendar shall:

- (1) exclude observations in the two weeks following the day of completion of the appraisal orientation;
- (2) prohibit observation on the last day of instruction before any official holiday or on any other day deemed inappropriate by the school board of trustees;
- (3) indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students.

Initial Teacher Appraisal Training for ALL teachers will be provided face-to-face during Back-to-School Week and completed no later than September 7, 2021.

Timeline and Observation Limitations

(A teacher may waive the date after a holiday and schedule an observation)

Aug 23-Sept 3	First TWO Weeks of School - Informal Walk-Throughs of Classrooms (NO Formal Observations)
<i>No Later Than</i> September 20	PRELIMINARY Goal Setting & Professional Development (GSPD) Plan Completed and Submitted
October 15	ALL Beginning of Year (BoY) Conferences* Completed and FINALIZED GSPD Plans Submitted in Eduphoria
	Holiday Exemption Dates (Before or After a Holiday): November 19, 29 December 17 January 4, 14, 18 March 11, 21 April 14, 18
April 21	GSPD Plan Part II Due TWO Weeks Prior to Summative and Revision of Part I (if necessary)
<i>No Later Than</i> May 5 May 27	SUMMATIVES COMPLETED At Least 15 Days Prior to the Last Day of Instruction ALL information entered in Eduphoria

Campus administrators reserve the right to conduct pre-conferences prior to formal observations.
Campus Administrative Team responsible for annual campus training and late-hires.
Campus may require earlier due date for GSPD Plan Part II.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: 2021-2022 Operating Budget and Set Budget Hearing Date

Agenda Item: Carla Voelkel and Ryan Boone

Background Information:

Administration has continued to work on the 2021-2022 district operating budget since it was presented at the June 7, 2021 Board meeting. Administration proposes that the Board consider finalizing the planning process, and moving forward with approval of the 2021-2022 operating budget.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations, Executive Director of Business Services and Executive Director of Payroll recommend administration be instructed to proceed with preparation for the budget hearing and approval of the final detailed budget as provided in the Texas Education Code Chapter 44. Administration further recommends that the Budget Hearing be set for August 30, 2021 at 6:30 p.m.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Educational Services Agreement for Galveston County Detention and TLC Residential for 2021-2022

Agenda Item: Robert Cobb

Background Information:

A copy of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson Independent School District (2021-2022) is attached for your review.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson Independent School District (2021-2022).

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**Agreement for Educational Services
between
Galveston County Juvenile Probation Board
and
Dickinson Independent School District
(2021-2022)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2021, by and between the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and the DICKINSON INDEPENDENT SCHOOL DISTRICT (DISD).

1. RECITALS

1.01. Pursuant to 152.0902, Human Resources Code, the Board controls and supervises each Galveston County facility (Facility) used for the detention facility located at 6101 Attwater Avenue, Texas City, Texas and which is located within the jurisdiction of DISD.

1.02. Section 25.001, Texas Education Code, requires a school district to admit into the schools of the district a student who resides at a residential facility located in the district. Section 29.081, Texas Education Code, requires a school district to provide certain instruction to a student at risk of dropping out of school, including a student who resides in a detention facility in the district. DISD and the Board desire to provide an opportunity for youths under the jurisdiction of the juvenile courts to obtain teacher-directed instruction and assistance in course work, including, but not limited to, reading, language arts, and mathematics (Educational Services).

1.03. DISD will be reimbursed with state funds in accordance with its Average Daily Attendance (ADA) reimbursement formula, for a portion of its expense of administrative costs and for paying the salaries of the DISD teachers and aides (Instructional Personnel) assigned to the educational program for youths in residential detention (the Residential Detention Program”) and/or residential placement (Transforming Lives Cooperative Program) (TLC). Galveston County, acting by and through its Commissioners Court, provides in its general budget fund for the payment of the remaining portion of the salary expense for the instructional personnel assigned to the Residential Detention Program.

1.04. In addition to the educational services provided through the Residential Detention Program and the TLC (these two programs being collectively referred to herein as the Programs), the Parties are involved in providing educational services at the Jerry Esmond Juvenile Justice Center for youths under the jurisdiction of the juvenile courts through a third program known as the Juvenile Justice Alternative Education Program (JJAEP) and a fourth program known as the Transforming Lives Cooperative Day Program. This Agreement does not address the operation of the JJAEP or the Transforming Lives Cooperative Day Program, which are governed by separate agreements.

2. TERM; TERMINATION

2.01. The term of this Agreement shall begin on the effective date of this Agreement, and end on July 31, 2022, unless sooner terminated as provided in this Agreement.

2.02. Either Party may terminate this Agreement:

(1) for any reason or for no reason, by giving sixty (60) days notice in writing to the other Party; or

(2) immediately upon delivery of written notification of termination, if the other Party commits a material breach of this Agreement.

3. EDUCATIONAL SERVICES

3.01. Educational Services will be provided by DISD for youths in the Programs, including special education students. Programming of Educational Services shall comply with the requirements of the Texas Juvenile Justice Department and the rules and regulations pertaining to or regulating the provision of Educational Services, including those now in effect or subsequently adopted.

3.02. Classes for the Programs shall be conducted at the Jerry Esmond Juvenile Justice Center.

3.03. DISD shall provide for review of available student education records and assessment records so that the appropriate Educational Services may be provided to youths in the Programs. The Board shall assist DISD in obtaining the records in a timely manner. DISD shall communicate with the school district where a youth would ordinarily attend school if the youth was not under the jurisdiction of the juvenile courts (home school district) to:

(1) clarify any questions that arise with regard to the provision of the educational services; and

(2) facilitate re-entry to the home school district.

3.04. Prior to providing educational services to a special education or limited English proficient (LEP) student, DISD must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process, or parental consent. The Board shall obtain the necessary proofs of compliance.

3.05. Textbooks are to be provided at state expense through coordination with the state by DISD and the Board.

3.06. Galveston County has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for the Programs. Instructional personnel shall comply with Board procedures for the expenditures of these funds. DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by the County for supplemental expenses, if any, without express County approval.

4.02. Instructional personnel shall be the employees of DISD, subject to the supervision and personnel policies of DISD. DISD shall determine the salary and benefits for the instructional personnel. The salaries and benefits shall be at a rate comparable to other teachers and teachers' aides employed by DISD.

4.03. Instructional personnel are also subject to all policies and rules of the Board pertaining to the operation of a facility. If the performance of a teacher or teacher's aide disrupts the efficient operation of a program at a facility, the Board may request the transfer of that teacher or teacher's aide, and DISD shall comply with the request and assign a different DISD employee to the facility, so long as such reassignment or termination is consistent with DISD Board Policy DK(Legal), Policy DK(Local), and the DF series of policies.

4.04. Instructional personnel shall be provided for each regularly scheduled school day. In the event an assigned teacher is absent, DISD may provide for a substitute teacher who meets the minimum requirements for substitutes in the district.

4.05. Instructional personnel shall comply with the continuing education requirements of DISD and shall attend in-service education and other selected activities that upgrade instructional competency and provide training on special needs of students under the jurisdiction of the juvenile courts. DISD, not the County or the Board, shall bear the cost of teacher training and in-service education.

5. ON-SITE ADMINISTRATOR

5.01. The Board's Deputy Director – Detention, and Deputy-Director – Special Programs, who are County employees, shall serve as the on-site administrators for the instructional personnel. The on-site administrator is designated by the Board to act as its contact person with DISD for the administration of the programs. DISD's Alternative Education Coordinator is designated by DISD as its contact person for the Board in connection with the performance of this Agreement.

5.02. The on-site administrators shall:

- (1) monitor the instructional personnel's performance of its duties, including attendance and punctuality;
- (2) enforce Facility rules applicable to instructional personnel; and
- (3) confer with a member of the instructional staff or with the DISD Alternative Education Coordinator, as appropriate, if a member of the instructional personnel violates a rule or fails to meet expectations in an area.

6. RECORD KEEPING; DATA CONFIDENTIALITY

6.01. DISD, with the cooperation of the Board, shall maintain all enrollment, attendance, and other reports, records, and accounting required by TEA, the Texas Juvenile Justice Department, and other applicable state and federal agencies. DISD will make available to the Board records required to complete reports required by the Texas Juvenile Justice Department and other applicable state and federal agencies.

6.02. DISD and the Board agree to abide by all applicable Federal or State data privacy laws, rules, and regulations. The use or disclosure by any Party of confidential information concerning a youth eligible for or enrolled in a program for any purpose not directly connected with the administration of the programs is prohibited, except with the written consent of the youth, the youth's parent(s) or guardian, or the youth's attorney.

6.03. After the second day of a youth's detention in the residential detention facility, the Board shall arrange for notification to DISD if the youth is likely to remain in detention for more than five days so that the necessary DISD enrollment for the residential detention program can take place; provided however, that the Board shall arrange for notification to DISD upon admission of a youth into the TLC, so that the necessary DISD enrollment for the TLC can take place.

7. FUNDING AND REIMBURSEMENT PROCEDURES

7.01. DISD shall apply for all available funding reimbursements for the expenses of the programs, including, but not limited to, funds based on ADA and, if appropriate, special education funds. DISD's application for funding shall be made to TEA and to any other agency with funding available for either or both of the programs.

7.02. All funds received, from whatever source, for the benefit of students in a program shall be applied directly to the cost of operation of that program. Expenditures of allocated funds must be in compliance with TEA policy, DISD business office guidelines, and County budgetary policy.

7.03. At the end of the school year the Board shall pay DISD for DISD's cost for the instructional personnel's salaries, health insurance, and Medicare benefits that is not reimbursed through ADA or other funding attributable to students in the Programs.

7.04. DISD shall submit an invoice for each Program to the Board at the end of the school year, detailing the amount owing by the Board under this Agreement. Each invoice must include:

- (1) the amount paid by DISD for each teacher and teacher's aide in salary, health insurance, and Medicare benefits;
- (2) the number of student days, number of students, and other information used by DISD in determining its ADA;
- (3) the amount of ADA reimbursement and other reimbursements, if any, received by DISD for that Program; and

(4) the total amount due from the Board.

7.05. On receipt of the invoice, the Board shall attempt to promptly verify the amount due and process the necessary paperwork for payment. Payment will be sent to:

DISD
PO Drawer Z
Dickinson, TX 77539
Attn: Assistant Superintendent for Administration

8. NOTICE

8.01. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

to the Board at:

Glen R. Watson, Director – Juvenile Justice Department
Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue
Dickinson, TX 77539
Fax: (409) 765-3188

to DISD at:

Carla Voelkel, Superintendent
Dickinson Independent School District
PO Drawer Z
Dickinson, TX 77539
Fax: (713) 534-6811

with a copy to:

Myrna Reingold
Galveston County Legal Department
722 Moody – 5th Floor
Galveston, TX 77550
Fax: (409) 770-5560

9. INDEPENDENT RELATIONSHIP

9.01. None of the provisions of the Agreement are intended to create, nor may be deemed to create, any relationship between the Board and DISD other than that of independent entities contracting with each other, or ratifying the agreement, solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties, and obligations under this Agreement, DISD is at all times acting and performing as an

independent contractor with complete control over the means, manner, and method by which services are rendered.

9.02. Nothing in this Agreement shall create any employer/employee or agency relationship among the Board and DISD. DISD instructional personnel are not entitled to any of the rights, privileges, or benefits of a County employee, except as otherwise may be stated herein. DISD or Galveston County employees at the Facility are not entitled to any of the rights, privileges, or benefits of a DISD employee, except as otherwise may be stated herein.

10. ENTIRETY OF AGREEMENT AND MODIFICATION

10.01. This Agreement contains the entire agreement between the Parties relating to their rights and obligations under this Agreement. A prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect. A subsequent modification to this Agreement must be in writing, signed by the party to be charged and expressly authorized by the governing body of the Party. An official representative, employee, or agent of Galveston County does not have authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Board.

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

11.01. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.02. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and as so modified, this Agreement shall continue in full force and effect.

12. MISCELLANEOUS

12.01. This Agreement is subject to the appropriation of funds by Galveston County, acting by and through its Commissioners Court and the approval of the budget for the Juvenile Justice Department by the Board for the current or any upcoming fiscal year. Nothing in this Agreement may be deemed to be binding on a future Juvenile Board. The failure to appropriate monies for the Board's obligations under this Agreement will automatically result in the termination of this Agreement.

12.02. This Agreement is not assignable by either Party without the prior written consent of the other Party.

12.03. This Agreement is subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

12.04. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be exclusively in Galveston County.

12.05. Unless the context requires otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.06. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include both genders.

12.07. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED to be effective as of the date set forth herein.

GALVESTON COUNTY JUVENILE PROBATION BOARD

By: _____
Honorable Anne Darring, Chair, Galveston County Juvenile Board

DICKINSON INDEPENDENT SCHOOL DISTRICT

By: _____
David Swartz, President, Board of Trustees

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Coastal Alternative Program (CAP) MOU for 2021-2022

Agenda Item: Robert Cobb

Background Information:

A copy of the CAP MOU for 2021-2022 is attached for your review.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the CAP MOU for 2021-2022.

Action Item: Yes No

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2021-2022
School Year

FUNDING PARAMETERS

FUNDING:

For the 2021-2022 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for discretionary expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

“Discretionary” expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County. Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These “discretionary” students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For the 2021-2022 school year, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

1. Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.

2. Each District shall pay its projected annual fixed costs in advance, with the balance of projected/actual costs to be as noted below in paragraph 3.c. Total expense to each District for the annual operation of the program will be based on:
 - a. Estimate of total operating cost of the program as approved in the annual budget.
 - b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1, 2021. -Calculations on percentage of District ADA will be from the June 2021 PEIMS report for fixed costs.
 - c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the 2021-2022 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2022 PEIMS report.
 - d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement).
 - e. Friendswood ISD will be a limited participant with one slot available. A daily rate of \$46 will be charged. This amount will be charged for each day the student is enrolled (present or absent). If additional slots are needed by FISD, a decision will need to be made by the governing board of the participating districts.
3. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.
4. All instructional materials will be selected and ordered by the Fiscal Agent.
5. For the 2021-2022 school year the CAP will be physically located in Santa Fe ISD, at the Tax Office site on 13302 Hwy. 6, Santa Fe, TX. Expenses reimbursed to Santa Fe ISD will include pro-rata share of utility consumption on a square foot pro-rata basis, food service expense per student, custodial services and other related services required for the day-

to-day operation of the program. As fiscal agent, Dickinson ISD will also reimburse Santa Fe ISD \$.50 cents per square foot of used space per month for 10 months for use of the facility (rent), and for reasonable costs related to required renovations needed at the SFISD location for the CAP program.

6. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

**County of Galveston
State of Texas**

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM**

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston and the participating school districts are “local governments” and public education in the context contemplated herein is a “governmental function and service” as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a “disciplinary alternative education program” with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the Juvenile Justice Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned “secondary student” status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff’s office.

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

I. OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties.

II. GOVERNANCE

- 2.1 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the site of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).
- 2.2 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 2.3 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval; shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.
- 2.4 The Governing Board of the CAP shall include:
- * Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.
 - * Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.
 - * Members: (each with one vote) – School district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.
- 2.5 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.
- 2.6 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III. FINANCIAL OBLIGATIONS

- 3.1 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement.
- 3.2 Funds, which must follow a placed student, include those under TEC Section 37.008(g).
- 3.3 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings).
- 3.4 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV. BUDGETING

- 4.1 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the 2021-2022 school year. Such budget shall consider, without limitation,
- a. Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD
 - b. No fewer than four full time classroom teachers as necessary and advisable for the program
 - c. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1
 - d. Salaries for teachers/substitutes, etc.
 - e. Salaries for paraprofessional support functions
 - f. Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary
 - g. Appropriately approved counseling services, social services, behavior coach services, etc.
 - h. Educational supplies
 - i. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)
 - j. Equipment as required for educational services
 - k. Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid. In the event of expenditure in excess of the budget due to unanticipated needs, the Fiscal Agent may

recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program.

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

Discretionary expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. Students who are not attending shall be withdrawn from CAP by the CAP Principal for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINSTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Santa Fe ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Santa Fe ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Santa Fe ISD or any other District.

VIII. LIABILITY/TERM

8.1 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

8.2 The term of this Agreement shall be for the 2021-2022 school year.

- 8.3 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program and/or which result, in whole or part, from operation of the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year.

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

- 9.1 The daily administration of all aspects of the CAP including the Code of Conduct will be conducted by the Fiscal Agent under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.
- 9.2 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, may be assigned to the Galveston County JJAEP program at the expense of the sending district, as outlined in the Galveston County Juvenile Justice Alternative Education Program Memorandum of Understanding.
- 9.3 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a participating Galveston County school district is eligible to attend, if also qualified as in 9.02 above.
- 9.4 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement):
1. Students expelled under TEC section 37.0081 (a); provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days.

2. Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled the last two weeks of CAP's Spring semester.
- 9.5
1. The Parties agree to comply with the following admission procedures:
 - a. The sending District shall notify the CAP Principal of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the CAP Principal, a copy of the order of expulsion.
 - b. An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
 - c. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081.
 - d. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04.
 - e. A **discretionary** expelled student may attend the CAP providing space is available.
 - f. Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration:
 - 1) Parent contact information;
 - 2) Expulsion letter signed by a district official authorized to expel students
 - 3) Copy of student's Birth certificate;
 - 4) Copy of student's social security card or assigned student PEIMS number
 - 5) Student attendance records;
 - 6) Students disciplinary records;
 - 7) Transfer grades for each class;
 - 8) State Assessment summary sheets;

- 9) Current year grade reports (including progress reports, report cards, etc.)
 - 10) Current School transcript;
 - 11) High School graduation plan;
 - 12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL;
 - 13) Completed form "Notification to CAP"
 - 14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
 - 15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts.
2. The sending district shall assign the student to a period of 75 or 85 days (special exception only with mutual agreement of sending District and the CAP Principal prior to issuance of the expulsion order). A CAP evaluation rubric shall allow for release prior to completion of 75 or 85 days, but most students may complete a minimum of 60% of the placement (excepting capacity concerns/problems).
- a. CAP will operate on the Santa Fe ISD school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's Fall and Spring semester. Completed expulsion packets must be received three weeks prior to the end of CAP's Fall and Spring semester. Expulsion packets received during the last two weeks of the Fall and Spring semester will be processed for the following semester.
 - b. Students must attend orientation and begin attending CAP three weeks prior to the end of the Spring semester. The educational services for any student with an expulsion not enrolled three weeks prior to the end of the semester shall remain the responsibility of the sending district until the start of the next school year. Those students shall be housed at their district's DAEP the remainder of the year. The days at the DAEP will count towards the expulsion days.
 - c. Students expelled prior to the week of state testing and during the week of state testing must test with the sending district.
 - d. Testing holds are as follows:
 - Fall: December STAAR EOC retesting
 - Packets must be received one week prior to December retesting and students enrolled by Wednesday prior to testing.
 - Spring: STAAR/EOC testing
 - Packets must be received one week prior to Spring testing and

- students enrolled by the Wednesday prior to testing.
- Students expelled during the TELPAS testing window must be completed with testing prior to CAP placement.
3. Prior to the completion of the student's placement in the CAP, the CAP Principal will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.
 4. The CAP Principal will conduct an intake conference with the student and a parent or guardian to review all the CAP requirements and answer any questions during the intake process.
 5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. Student are not permitted to drive and park vehicles on site, therefore district provided/approved transportation is required. Daily attendance of expelled students assigned to CAP is required.
 6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.
- 9.6 In the event the CAP Principal believes the CAP is unable to meet the needs of an expelled student, the CAP Principal may initiate the appeals process.
1. If a special education student is involved, the CAP Principal shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services.
 2. For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the CAP Principal, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.
- 9.7 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD.

Based on the Texas Education Code, each District has developed its own criteria for discretionary expulsions which are accepted for purposes of this Agreement.

Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may result in placement at the CAP.

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP Principal. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open.

- 9.8 CAP Principal and staff shall regularly review the student's academic progress. Regularly scheduled progress reports and grade reports will be forwarded to parents. In the case of a high school student, the CAP Principal, with the student's parent or guardian, and home district, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP Principal and the student's sending campus as outlined by the TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District.

- 9.9 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.
- 9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.
- 9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain or exit the CAP setting once the student has completed their assigned days of placement because of the following reasons: sending district's holiday calendar varies from CAP calendar, state assessment calendar, completion of the semester, and completion of graduation requirements per sending district's requirements.
- 9.12 Placement of students with disabilities who receive special education services:

1. The placement of a student with a disability who receives special education

services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.

2. Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.
3. A student with a disability who receives special services may not be placed in CAP solely for educational purposes.
4. The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the principal of the CAP with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.
5. CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.
6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the SFISD calendar, and will monitor progress of IEP goals every nine weeks.
7. If, after placement in the CAP, a teacher of the program or the CAP Principal has concerns that the student's educational or behavioral needs cannot be met in the CAP, the CAP Principal shall immediately provide written notice of those concerns to the sending District. (See section 9.06).

9.13 Placement of a student with a Section 504 Accommodation Plan.

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.
2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP Principal prior to scheduling an orientation for the student.

- 9.14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d).following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.
- 9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.
- 9.16 This Agreement is effective August 1, 2021 through August 31, 2022. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2022. In the absence of a revision this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the _____ day of _____, 2021; the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2021 and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2021.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____
Mark Henry, County Judge

DICKINSON INDEPENDENT SCHOOL DISTRICT
(As Fiscal Agent and as a Participating District)

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 2, 2021

Item Title: Consent Agenda Items

Agenda Item: Carla Voelkel, Superintendent

Background Information:

The following items have been approved by review of the Board:

- Budget Amendments/Adjustments for July 14, 20, 29, 2021
- New Hires for the Week of July 16, 2021
- Sale of Tax Resale Property Cause #10TX0904
- Collegiate High School Agreement Between COM and DISD
- MOU Between DISD and American Heart Association
- Agreement Between Family Service Center and DISD
- July 12, 2021 Minutes
- July 23, 2021 Minutes
- New Hires for the Week of July 23, 2021
- Approval of Proposals Received RFP 20-10-1091 Contracted Services
- Approval of Proposals Received RFP 21-06-1137 Food Packaging
- Out of State Travel-Imagine Learning Forum, Lisa Herrera
- Out of State Travel-Blue Ribbon Conference & Award for CRES, Carla Voelkel
- MOU Between DISD and Project Protect Our Children
- Approval of Proposals Received RFP 20-10-1091 Contracted Services

Recommendation:

The Superintendent recommends the Board's ratification of the above consent items.

Action Item: Yes No