

Agenda of Regular Action Meeting

The Board of Trustees Dickinson Independent School District

A Regular Action Meeting of the Board of Trustees of Dickinson Independent School District will be held August 1, 2023, beginning at 6:30 PM in the Education Support Center, 2218 FM 517, Dickinson, TX 77539.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

During the course of this meeting the Board of Trustees may determine that a closed meeting of the Board of Trustees is required, to discuss the items set forth below. Such closed meeting is authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The closed meeting will be held by the School Board at the date, hour and place indicated in this Notice/Agenda or as soon after the commencement of the meeting covered by this Notice/ Agenda 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 sections and purposes covered by the following sections of the Texas Government Code: 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, 551.084. Should any final action, decision or vote be required with regard to any matter considered in closed session, the final action, decision or vote shall be in the open meeting, or at a subsequent public meeting, with notice.

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- Texas A&M Agrilife Extension Adjunct Faculty Agreement and Resolution Regarding Extracurricular Status of 4-H Organization
- COM Collegiate High School Agreement 2023-2025
- June 20, 2023 Minutes
- New Hires for the Week of July 10, 2023
- Campus Fundraising Requests-DHS c/o 2026, DHS Theatre, SLES, JSES
- Donation to KELES-Crystal Matthews, Lighthouse Christian Ministry
- July 10, 2023 Minutes
- New Hires for the Week of July 17, 2023
- Sale of Tax Resale Property Cause #10TX0904
- Food and Nutrition Service Charge Procedures and Meal Pricing

15. Adjournment

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on Friday, July 28, 2023 at or before 4:30 p.m.

DISD complies with Title II and will make efforts to ensure that board meetings are accessible to qualified individuals with disabilities by furnishing appropriate auxiliary aids and services and making reasonable accommodations. Contact the Asst. Supt. for Administration at (281) 229-6024 should you need accessibility.



Carla Voelkel

Superintendent of Schools

**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
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Accept Resignation of Trustee

Agenda Item: Carla Voelkel

Background Information:

Trustee Fritzie Samford has submitted a letter of resignation from the elected position of Trustee, Single Member District 3, Dickinson Independent School District Board of Trustees. A copy of the letter is attached.

Recommendation: The floor is open to a recommendation to accept this resignation.

Action Item: Yes No

Motion made by _____ **second by** _____ **vote** _____

Resignation ISD:

July 27, 2023

I hereby submit my resignation to the ISD Board of Trustees & Superintendant because of my continuing health problems. I, Fritzie Sanford, can no longer represent Place C on the Board of Trustees. After 29 years, on August 1, 2023 I will be come a former Board member.

These past years have been some of the most rewarding of my life. Seeing & being a part of some of the best changes in our administration, teachers & most of all students makes me feel so proud. We loved working with all making this a great District & there have been too many to name. Thank you to the community that gave me the chance to support the whole District.

I'll always treasure my time spent as a Board member and wish the person taking my place, the best of luck and care for the District that I love. It's a great group of people.

Always

a

Gator mom

o

Grandmom.

Fritzie Sanford

DICKINSON INDEPENDENT SCHOOL DISTRICT

EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023

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 attorney** - 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 551.072 Real Property** – To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person; **Section 551.073 Prospective Gifts** – To deliberate a negotiated contract for a prospective gift to the district if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person; **Section 551.074 Personnel Matters** - 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 551.076 Security** – To deliberate the deployment, or specific occasions for implementation, of security personnel or devices or a security audit; **Section 551.082 Student discipline** - school children; school district employees; disciplinary matter or complaint, and **Section 551.0821 Student Information** - 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; **Section 551.087 Economic development.**

Time To Executive Session: _____

Time Out of Executive Session: _____ 8 _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023

Item Title: Personnel Action
• Employment
• Resignations/Retirement

Agenda Item: Kimberly Rich

- We have seventy-eight (78) new hires
• We have forty three (43) resignations: three (3) Teachers at K. E. Little Elementary, one (1) Teacher at Lobit Elementary, three (3) Teachers at Hughes Road Elementary, one (1) Teacher at San Leon Elementary, five (5) Teachers at Calder Road Elementary, three (3) Teachers at Dunbar Middle School, four (4) Teachers at Barber Middle School, one (1) Teacher at Lobit Middle School, one (1) Teacher at McAdams Junior High, three (3) Teacher at Kranz Junior High, twelve (12) Teachers at Dickinson High School, one (1) Teacher at DALC, one (1) teacher at JJAEP, three (3) in Special Programs, and one (1) in Educational Services.

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 1, 2023

Item Title: Appointment of McAdams Junior High School Assistant Principal

Agenda Item: Carla Voelkel

Administration discussed with the Board of Trustees the appointment of the Assistant Principal at McAdams Junior High School.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Megan Titus as the Assistant Principal at McAdams Junior High School.

Action Item: Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023

Item Title: Safety Audit Report

Agenda Item: Robert Cobb

Background Information:

Per Sec. 37.108(c) A school district shall report the results of the safety and security audit conducted under Subsection (b) to the district’s board of trustees and, in the manner required by the Texas School Safety Center, to the Texas School Safety Center. The district has completed the 2020-2023 Safety Audit cycle and results will be shared with the Board during Executive Session.

Recommendation:

Required report to the Board of Trustees.

Action Item: Yes No

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

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

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 Magliolo will move to the next item.

Background Information:

Written Reports

- Military Enlistment
- Extracurricular Participation
- Parent Survey
- Agriculture Barn Contract/Guidelines
- Quarterly Investment Report
- Tax Report for May 2023 and Year to Date
- Tax Report for June 2023 and Year to Date

Recommendation:

Information only

Action Item: _____ Yes _____ No

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Military Enlistment

Agenda Item: Dr. Jeff Pack

Background Information:

These numbers are self-reported by the district.

	Class of 2018	Class of 2019	Class of 2020	Class of 2021	Class of 2022	Class of 2023
Military Enlistment	65	34	5*	14*	12*	2**

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

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

Under Texas Education Code, §39.053, annual graduates may receive CCMR credit for enlisting in the Armed Forces of the United States or the Texas National Guard. The Texas Education Agency (TEA) has worked with the Department of Defense (DoD) since 2017 to obtain student-level military enlistment data to award appropriate credit for this indicator. As such data have not been received, TEA has pivoted in its approach to collecting military enlistment data.

In an attempt to implement military enlistment into the accountability system, TEA collected enlistment data for graduates in PEIMS for 2017 and 2018 annual graduates. Due to discrepancies between annual enlistment counts for Texas military enlistees aged 17–19 released by the DoD and PEIMS military enlistment data for 2017 and 2018 annual graduates, TEA excluded military enlistment data from accountability and CCMR Outcomes Bonus calculations while it continued its work to obtain such data directly from the DoD. While this work continues, TEA will allow districts to provide documentation to support enlistment in the Armed Forces of the United States or the Texas National Guard. Beginning with 2023 annual graduates, TEA will award CCMR credit to graduates for whom the district uploads the required documentation.

Districts must obtain a completed DD Form 4 “Enlistment/Reenlistment Document-Armed Forces of the United States” from a student who has enlisted. The DD Form 4 must be completed in full, including all required signatures by the student and the enlistment officer.

Graduates for whom a completed DD Form 4 is submitted will receive CCMR credit for military enlistment in both the academic accountability system and in CCMR Outcomes Bonus calculations.

Recommendation:

Informational only.

Action Item: _____ Yes No

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023

Item Title: Extracurricular Participation 2022-2023

Agenda Item: Dr. Jeff Pack

Background Information:

A summary of extracurricular participation for the 2022-2023 school year is attached.

Recommendation:

Informational only.

Action Item: _____ Yes No

22-23 Dickinson ISD Extracurricular Participation

	DHS	KJHS	MJHS	BMS	DMS	LMS	BCES	CRES	HRES	JSES	LLES	KLES	SLES
ATHLETICS													
Football	285	138	183										
Basketball	98	90	96										
Volleyball	57	51	45										
Track	139	101	100										
Soccer	87	50	40										
Cross Country	10	47	20										
Tennis	22	39	20										
Baseball	43												
Softball	30												
Cheer	37	13	20										
Golf	7												
Power lifting	59												
Swimming	13												
Student Trainer	32		2										
FINE ARTS													
Band	268	195	145	102	130	84							
Choir	125	74	105	25	35	38				50			
Theatre	287	138	156	62	50	50							
Dance	202	127	154										
Dance Teams	34	24	18										
Color Guard	44												
Campus Musicals	122	39	28										610

22-23 Dickinson ISD Extracurricular Participation

	DHS	KJHS	MJHS	BMS	DMS	LMS	BCES	CRES	HRES	JSES	LLES	KLES	SLES
CLUBS/OTHER													
Robotics			10	15		25		15	13				12
Student Council	120	43	40	55		24							
Class Officers	20		4										
Academic Decathlon	14												
Yearbook			20										
J-Crew		35	40										
NHS	240												
NJHS		43											
Chess Club		100											
Art Club				20						10			
Drama Club	75			15									
Thespians	95												
Fellowship of Christian Athletes	23												
LITCrew	18												

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: 22-23 Dickinson ISD Parent and Family Engagement Survey

Agenda Item: Kathy Behrendsen

Background Information:

The 22-23 Dickinson ISD Parent Engagement Survey is attached for your review.

Recommendation:

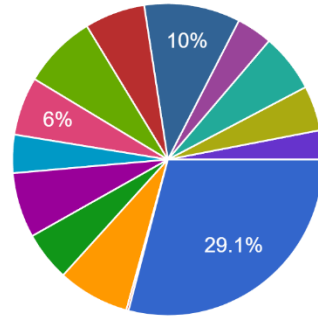
Information only

Action Item: _____ Yes √ No

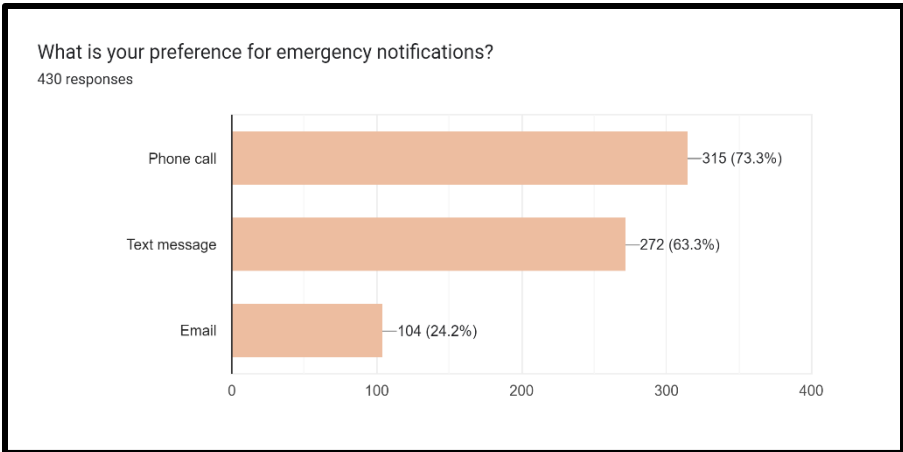
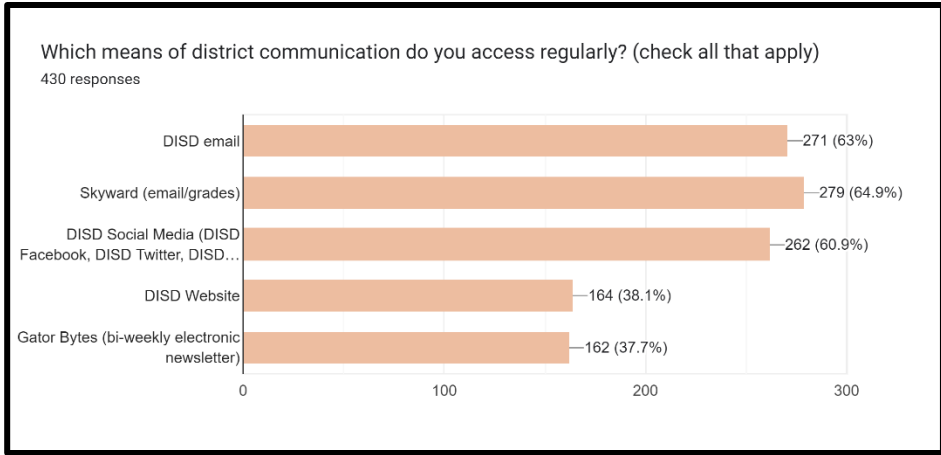
2022-2023 Parent Survey

Choose your child's school, if you have more than one child in DISD, please complete a survey for each school so each school has accurate feedback.

430 responses

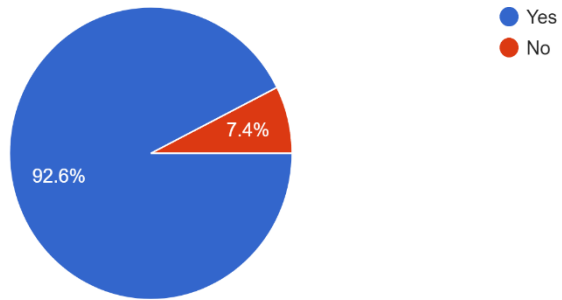


- Dickinson High School
- DCC
- Kranz Junior High
- McAdams Junior High
- Barber Middle
- Dunbar Middle
- Lobit Middle
- Bay Colony Elementary
- Calder Road Elementary
- Hughes Road Elementary
- KE Little Elementary
- Lobit Elementary
- San Leon Elementary
- Silbernagel Elementary



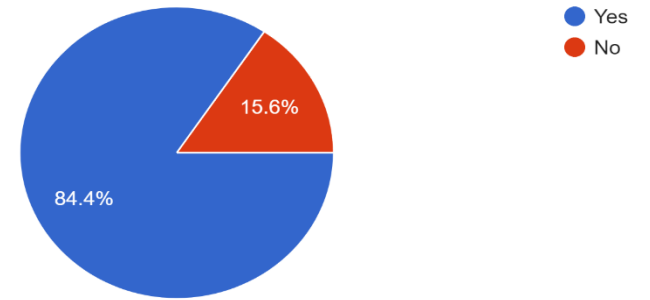
Do you feel the DISD safety measures for the COVID pandemic were sufficient?

430 responses



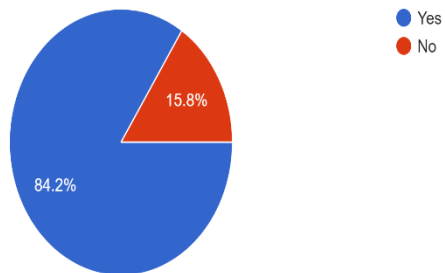
Do you feel the district makes student and staff safety a priority?

430 responses



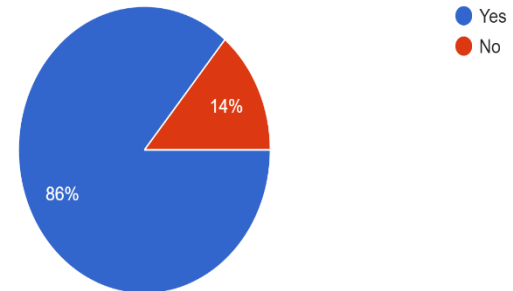
I am aware of the district procedures DISD has in place to deal with emergencies (weather-related, intruder, hazardous chemicals, fire).

430 responses



I feel DISD takes all threats and rumors of violence seriously and investigates appropriately.

430 responses



**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Agriculture Barn Contract, Rules, and Operating Procedures

Agenda Item: Carla Voelkel

Background Information:

The Agriculture Barn Contract, Rules, and Operating Procedures is attached for review and will be presented by Dr. Melissa Everett, Director of Career and Technical Education.

Recommendation:

Information only.

Action Item: _____ Yes √ No

Dickinson FFA 2023-2024 Agriculture Science Center Barn Contract

The rules and regulations outlined below exist for the health, safety, and well-being of all projects and FFA members and visitors who are on the Dickinson Agriculture Science Center property.

GENERAL CONTRACT GUIDELINES:

- All students and parents/guardians must sign this contract and understand that the rules will be enforced prior to having a pen assigned at the Dickinson Agriculture Science Center. The Agriculture Science Center is property of Dickinson ISD. All rules, regulations and laws set forth by Dickinson ISD and Texas State Law must be followed.
- Dickinson FFA and Dickinson ISD are not responsible for lost, stolen, or damaged personal items.
- Each person over the age of 18 must sign this contract and is required to have a background check administered by DISD every year.
- For the safety and security of all students and their projects, contact information for the student and his/her parents or guardians must be on file with the Ag Department.
- Guests are not allowed on the Dickinson Agriculture Science Center premises without prior communication with an Ag Teacher. Non-Authorized guests will be considered to be trespassing.
- Any destruction or vandalism to another person's project or pen, or to any property on the Agriculture Science Center, will result in immediate termination of this contract, and immediate removal of project(s) from the Dickinson FFA Agriculture Science Center.
- Absolutely **NO** Tobacco Products, E-Cigarettes, Drugs, Alcohol, Firearms or Fireworks are allowed on the property. Failure to comply will result in immediate termination of this contract and removal of the project(s). Any unlawful activity will be reported to authorities.
- Parents and students need to only concern themselves with their own animals and stalls. Under no circumstances should a student or parent/guardian address issues with another student's animal(s). Any concerns need to be brought directly to the species Ag Teacher first and follow the chain of command.
- Most importantly, all students, parents, and guests will treat each other and the Ag Teachers with respect and proper courtesy. Anyone found to be using foul language, bullying or being disrespectful will be penalized. The Agriculture Science Center is a school facility and we strive to keep a family environment.
- All animal projects must be secured and in the barn prior to the respective tag-in/validation for that animal's intended show.
- No new animal projects will be allowed into the Ag Barn without a signed barn contract and approval from the species Ag Teacher.
- All cattle will use the exercise arena in the cattle barn. Lambs, goats, and swine are not allowed in the cattle barn for any reason.

STUDENT ELIGIBILITY:

- High School students must be enrolled in an Agriculture Science course each school year that they participate in the FFA program.
- All students must be an active member in good standing in Dickinson FFA.
- All students must pass an administrative check for prior discipline and attendance issues each year before being granted a barn contract meeting. Parents will be notified if a student is not approved to have an animal project.
- Before a student will be cleared to bring an animal to the Agriculture Science Center, they must have a barn contract meeting, all fees paid in full, and background checks completed by all those on the contract who apply.
- **NO PASS, NO PLAY** – Any student that is declared ineligible will not be able to show nor have a substitute exhibitor show his/her animal in any show or event, or participate in any FFA activities. The only exception for GCF&R is if the animal was family tagged with a sibling. All ineligible students have 7 calendar days for removal of animal(s) from the barn after notification (GCF&R Only). Eligibility will be determined by UIL eligibility rules and STAAR scores and is at the sole discretion of the Ag Teachers and Administrators.

FACILITY:

- The Dickinson FFA Agriculture Science Center hours will be:
 - **Monday-Friday 5:00 a.m. to 10:00a.m. and 2:00 to 10 p.m.**
 - **Saturday and Sunday 3:00 a.m. to 11:00 p.m.**
 - Special Hours during Holidays and Stock Shows or Fairs may broaden these hours
- Presence on the Agriculture Science Center premises before or after these hours is in defiance of this contract, unless there is a medical emergency with a project and notification has been made to an Ag Teacher. Barn Scan Cards will not be active outside of these hours.
- Students are not allowed in the Agriculture Science Center during school hours (**7:05 AM – 2:35 PM**) unless they have specific permission from the Ag Teachers or Administrator, with their parent/guardian or are a senior student with off periods.
- Students placed on leave from school (suspension, quarantine, etc.) are not allowed in the Ag Barn.
- Student Holidays that are also teacher work days will be classified as a regular school day.
- If you are the last person leaving the barn you are required to shut all exterior doors. If doors are left open overnight, the surveillance video will be reviewed and the last person who left the barn will be penalized.
- Lights are on a scheduled timer and are to remain ON at all times. The timer will turn the lights off at night.
- Allocations have been made for a student to have up to three animal projects at one time. A heifer that calves is still considered 1 project. Additional animal projects may be allowed if room permits at Ag teacher discretion.
- All animal projects in the barn must be entered in a Dickinson FFA approved show. Animals not being shown through Dickinson FFA will not be allowed in the barn.
- No person is allowed to enter the stall of another student, unless there is an emergency affecting the safety and well-being of the animal or that person has permission from the owner to enter the stall. Anyone entering another student's stall for emergency purposes shall immediately notify an Ag Teacher.
- Absolutely **NO** outside animals (i.e. dogs, cats, etc.) are permitted at any time at the Agriculture Science Center. Dickinson FFA projects kept at home will be allowed to use the Agriculture Science Center facilities and equipment.

CLEANING AND MAINTENANCE:

- All wheel barrows must be dumped, rinsed, and stored outside in the wheelbarrow “corral”. The shavings bunk is for shavings and bedding only. All trash must be put in the trash dumpster.
- Absolutely **NO** dumping of feed in the wash stalls, drains, or outside. All leftover or old feed must be disposed of in the trash dumpster.
- Animal stalls must be kept at the standard pen size, once pens are constructed; they may not be altered or removed until deemed appropriate by the Ag Teacher. No modifications of stalls are allowed unless permitted by an Ag Teacher. No items should be permanently affixed to stalls in any matter (ie. nails, screws, etc.).
- **NO** electrical or battery operated devices or appliances are permitted in any project pen, or any place within the barn without prior approval from an Ag Teacher.
- The wash rack and grooming area must be maintained and kept clean at all times after any use. All clipping is to be done outside if possible and must be cleaned up afterwards. The trim chute is to be stored outside.
- Weekly cleaning assignments will be determined by the Ag Teachers and will be completed by the students
- An adequate amount of clean bedding must be provided to your animal(s) in each stall. Hay may not be used as a bedding material.
- Under no circumstances should a student, parent or guardian apply any pesticides, insecticides, etc. to any area of the barn. If there is an issue with pests in the barn (ants, wasps, rodents, etc.), please contact the barn manager if there is an issue with pests so a work order can be put in.

DAILY ANIMAL CARE:

- All animals must be fed, watered, and cleaned up after **TWICE** Daily.
- All students are required to sign in on the time book twice daily. By signing you are indicating that you have fully cared for your animal including cleaning of stalls. You may **NOT** sign for additional past or future days/times or for another student unless you are caring for their animal.
- If a conflict arises where you need assistance in feeding or caring for your project, please discuss the situation with an Ag Teacher.
- Animals must remain inside of the Agriculture Facility at all times. No one should walk his/her animal(s) outside the main gate at any time unless of an emergency.
- Animals should not be walked in the front parking lot at any time. Animals should be walked in the exercise arena or back pastures. While working your animal you are responsible for cleaning up after the animal at all times.
- All common areas must be cared for if used by you or your animal project including walkways, wash racks, the arena, scales, etc.

ANIMAL HEALTH GUIDELINES:

- If your animal must be removed for any reason (i.e. vet visit, show), you are responsible for notifying the species Ag Teacher for safety and security.
- Medical care must be provided when necessary, or the animal will be subject to removal. If an animal is deemed ill, a vet appointment must be made by the owner of the animal, the Ag Teachers are not responsible for vet appointments or travel to/from vet appointments. Medications may be administered by an Ag Teacher with prior vet supervision, however minimal medications are kept on hand at the Agriculture Science Center. If your animal project is ill or there is an emergency with an animal please contact a veterinarian. A release form must be signed and kept on file for an Ag Teacher to administer any medications.
- Please know that the Ag Teachers are only here for advice and are not medical professionals and do not keep medications on hand. If the Ag Teachers or Administrator requests for you to see a Vet, you have 24 hours to schedule a Vet appointment. Proof of Vet appointment and diagnosis must be provided. Failure to see a Vet after a request from the Ag Teachers will result in removal from the Agriculture Science Center until the animal is seen by a Vet and deemed healthy.
- All Cattle coming in the barn are required to have a Brucellosis Vaccination with the accompanying ear tag/tattoo. Calves born in the barn that will be shown the following year must get this vaccination by 6 months of age (owners responsibility). This is a requirement prior to validation for GCFR.

ACCESS AND PARKING:

- Barn scan cards will be issued to gain entry into the Agriculture Science Center Facility. Loaning of barn scan cards is strictly prohibited.
 - Each student with an animal project will be issued 1 scan card
 - One additional scan card may be issued to parents/guardians
 - Replacement Cards are \$40
 - Scan cards are timed and will not work outside of barn hours.
- Barn Scan Cards with 24 hour access will be made available through the Ag Teachers and can be checked out for use over the weekend or in circumstances where further access to the Agriculture Science Center is needed (ex. caring for a sick or pregnant animal.) The person who checks out the card is responsible for returning the card or may be fined \$40 for replacement.
- Absolutely **NO PARKING** inside the barn, in fire lanes, and in front of the barn roll up doors unless you are loading/unloading animals and/or feed and tack. No person is permitted to park in handicap parking spots unless they are permitted to do so by the state of Texas whether by hanging placard or license plate. If anyone is in violation of this rule, the vehicle is subject to being towed at the owner's expense. **NO** parking of student vehicles at the barn during school hours.
- **NO PARKING** or **STORAGE** of trailers in the barn parking lot. Any trailer left at the Agriculture Science Center for more than 24 hours without permission from the Ag Teachers is subject to being towed at the owner's expense.
- **NO PARKING/LEAVING** vehicles at the Ag Barn for extended periods unless on an FFA activity.

EQUIPMENT AND USAGE:

- The Ag Barn exercise arena is for working your animal, and should not be left unattended in the arena for any reason (cleaning stalls, area, etc). Lambs, Goats, and Swine are not allowed in the cattle barn.
- The Ag Department truck, trailers, and/or tractor are not to be used by any student. Parents/Guardians may be given special permission to use said equipment with district approval and signed waiver.
- All equipment, supplies and tools in the Agriculture Science Center are property of the FFA and DISD. Use of any equipment should be properly cared for and cleaned upon return to its proper storage area.
- The lamb and goat treadmill and outdoor walker are to be used by lambs and goats ONLY. Use of this equipment requires instruction for proper usage of the equipment. No other motorized vehicle or equipment shall be used to move or exercise an animal, NO EXCEPTIONS.
- **Lamb & Goat Treadmill:**
 - The treadmill is to be used for the sole purpose of exercising Lamb and Goat projects only.
 - All students under the age of 16 must have a Parent or Guardian present in order to use the treadmill.
 - The treadmill shall NOT be used for an extended period of time or for any use other than its intended purpose.
 - Over-use of the treadmill can result in injury to the animal.
 - The treadmill may not be moved, altered, or any foreign objects attached in any fashion other than what has been provided by the factory.
 - Any misuse of the treadmill may result in immediate removal of the animal project and banishment from the Ag Barn.

COMMUNICATION:

- All students and/or parents with animal projects will be required to join the messaging system set up by the Ag Teachers. This will be an information system to alert students and parents of important times and dates regarding the FFA and their animal project(s).
- Information will be posted on the Dickinson FFA Facebook page, BAND app, as well as our website at dickinson.ffa.org. A weekly newsletter will be sent to those who subscribe on our website.
- For non-emergency situations or to report concerns at the Agriculture Science Center, please follow the chain of command of barn contacts. Please contact the following people via email, school phone, or BAND group messaging.
- For Ag Barn maintenance issues please contact the barn manager via email.
- Please follow the chain of command for contact regarding issues in the barn or with an animal project
 1. Species Specific Ag Teacher
 2. Barn Manager
 3. Lead Ag Teacher
 4. DHS Assistant Principal
 5. CTE Director
- **CONTACTING THE AG TEACHERS OR ADMINISTRATOR VIA PERSONAL PHONE IS FOR EMERGENCIES ONLY!**
 - An Emergency is constituted by a situation affecting the immediate health and safety of an animal or person in the Agriculture Science Center such as fire, flood, illness leading to immediate death or death of an animal.

For Animal Health Emergencies contact a veterinarian below and your species Advisor.

- o Dr. Knape - (281) 331-2830
 - 15835 County Rd 185, Alvin, TX 77511
- o Dr. Jenkins - (409) 925-1629
 - 3417 Avenue J, Santa Fe, TX 77510
- o Dr. Anderson - (409) 974-0060
 - MOBILE VET

FEES AND DEPOSITS

- Students are responsible for paying **ALL** fees before an animal is brought into the Agriculture Science Center. Fees are on a per pen, per year basis and are non-refundable.
 - Steer and Heifer Projects are **\$150** per pen, per year
 - Lamb, Goat, and Swine Projects are **\$100** per pen, per year
- Deposits will be submitted at the time of the barn contract meeting. Deposits will be issued as a **\$300** check, per child, made payable to Dickinson FFA and undated. This check will be held by the CTE Department. Deposits will be returned once cleared by an ag teacher at the barn clean-out day after GCFR.

LOCKERS & STORAGE STALLS

- Each animal project will be provided with at least 1 locker.
- All lockers should be kept clean and organized. Lockers may be locked with a personal lock.
- Storage stalls will only be available if there are empty stalls and then will be determined by the Ag Teachers for use as storage. If Storage Stalls are available they will be made accessible to everyone on that aisle and can not be “claimed” for personal use. Storage stalls will be kept clean and organized by the students who are using that stall. Storage stalls may not be locked for any reason by any method.
- All feed and hay is required to be stored in closable containers in lockers and/or storage stalls.

MONTHLY SPECIES ANIMAL MEETINGS

- Exhibitors of each species will meet monthly with their species advisor(s). This meeting will consist of feed and nutrition programs, daily care, showmanship, preparation for upcoming events as well as, cleaning of the common areas of the Agriculture Science Center (taking the place of weekend barn-clean-ups). Cleaning by all students with that species is required at the monthly meetings regardless if you are receiving assistance from your advisor. Dates may be subject to change due to conflict with holidays.

Schedule of Animal Meetings will be issued in September and posted to our website at dickinson.ffanow.org

ANIMAL TRANSPORTATION

- The Ag Teachers will transport animals if they are available to do so. Transportation should be arranged 1 week in advance to the event or appointment. The Ag Teachers are not available for transporting animals during school hours.
- Transportation will be provided to and from Galveston County Fair, Houston Livestock Show, San Antonio Livestock Exhibition and other Texas Major Shows if permissible. It is encouraged that if traveling to the Veterinarian or a Show/Clinic that multiple students arrange to travel together. All prospective travel by DISD staff and students is determined by DISD Administration.

LIVESTOCK SHOWS AND TRAVEL

- If an animal is not deemed properly cared for and show ready it is at the FFA Advisors discretion to not transport the animal. However, parents are still welcome to provide transportation for their own animals to show.
- **NO** animals will return to the Agriculture Science Center after GCFR (dependent on GCFR rules).
 - Excludes Breeding Heifer Projects except after their second show year or a senior student
 - Any second year Breeding Heifer Projects must be removed on the same deadline as market animals following GCFR regardless of pregnancy status.
- Eligible students will be excused from school to participate in Texas Major Shows & Galveston County Fair.

SENIOR STUDENTS:

- No senior student may start a project which will not finish before school is released in June.
- Graduated seniors will not be allowed to utilize the Agriculture facilities.
- All personal belongings must be removed from the Ag Barn or will become property of the FFA.
- Seniors must have all fines and fees cleared with the Ag Department to be in good standing in order to participate in senior activities (prom, graduation, etc.)

ANIMAL DEATH

- If an animal project dies at the Agriculture facility, it is the student's/parent's responsibility to remove the animal carcass within **two (2) hours** of being notified of its existence.
- If the carcass is not removed within two (2) hours, this service will be provided at the expense of the owner of the animal project.
- Dumping dead animals in a dumpster will result in eviction from the Agriculture Science Center Facility.

DISASTER PLAN

- All students and parents will be required to join the messaging system set forth by the Ag Teachers. This will be an informational system to alert students and parents of plans in the event of a disaster.
- It is the responsibility of the student and parent/guardian to care for the animal project(s) in the event of a weather emergency including any weather related school closures.
- DISD will perform their due diligence in the directives and logistics of evacuating animals, but are not responsible for evacuation or care of animal projects through a disaster of any type (natural, chemical, national security, etc.). The movement or evacuation of any animal project is the responsibility of each individual animal owner.
- In the event a major catastrophe occurs and an animal is left in the Ag Facility and dies, the remains will be removed according to the dead animal removal rules previously stated on this contract.
- The Agriculture Science Center Facility must follow all guidelines and protocols put in place by DISD and by local and state officials.

BREEDER CONTRACT

- Students wishing to have their breeder, fitter, or jock come to the barn must have a breeder contract in place with the Ag and CTE Departments.
- Breeders that have submitted an application must be approved by the CTE Director before given access to provide services at the Ag Barn.
- Must be a legitimate breeder, fitter, or jock that is ACTIVELY providing a livestock service for the students listed on their breeder contract.
- Must have an up to date background check on file with DISD.
- Must abide by the barn contract guidelines.

YEAR END CLOSEOUT & BARN CLEAN-UP

- End of year barn clean-up is **MANDATORY** and must be attended by the student, parent/guardian, or a representative of the student.
 - Only excusable by UIL or family/medical emergencies
 - Any other excuse and/or absence will result in loss of deposit
- **Saturday, April 27th, 2024**
 - ALL student stalls, storage areas, and lockers must be cleaned, personal items removed from the Ag Barn
 - ALL animals removed from barn by 9AM* (excluding 2nd year breeding beef projects)
 - Must be completed on this day in order to be eligible to receive your barn deposit on Sunday
 - Second year breeding beef heifer projects still in the barn must be put in the pasture.
- **Sunday, April 28th, 2024 -**
 - Barn Clean-Up (common areas, trailers, show equipment, etc.).
 - Turn in all keys.
 - Students will be assigned to their species area and will be directed by their species advisor.
 - Must be signed off by your species advisor to receive your deposit and be released.

DISCIPLINE

1. Probation: Any signee (student or parent) may be placed on probation from the Agriculture Science Center premises. During this probation period that person is not allowed on the Agriculture Science Center property and may not be permitted to participate in any livestock shows or events concerning that project.
2. Fines: Will be assessed to students via Skyward and must be paid by the end of the school year. Students with unpaid fines will be considered not in good standing.
3. Write-Ups: Any signee (student or parent) can receive a disciplinary barn write-up against the student's barn contract. Three (3) barn write-ups in one contract period will result in removal from the Ag Barn Facility. Parents who receive a barn write up have the potential to be removed and placed on probation or banned from the premises.

CONSEQUENCES FOR VIOLATING RULES AND REGULATIONS:

The Ag Teachers will notify students and/or parents/guardians of any problems or violations noted. Failure to remedy the situation within **24 Hours** will result in further disciplinary action and possible termination of this contract and removal from the ag barn facility. If a student or any person signed on that student's contract violate any of the Dickinson ISD Agriculture Science Center rules or regulations, the following procedures will be applied:

1. First Offense:
 - Barn Write-Up and conference with the student and parent(s).
2. Second Offense:
 - Barn Write-Up and conference with the student, parent(s), and an Administrator.
3. Third Offense:
 - Barn Write-Up and conference with the student, parent(s), and an Administrator.. This contract will be terminated and the student's project(s) and all personal belongings will be removed within seven (7) calendar days from the meeting or become property of Dickinson FFA. This will also result in a ban from raising animals in the Dickinson Agriculture Science Center.

TERMS, CONDITIONS AND CONSEQUENCES

The Agriculture Program reserves the right to remove any student and their project(s) from the facilities if any one of the following conditions exists:

- Animal abuse or neglect in any form
- Diseased or infected animals
- Animals that are unsafe to handle
- Students failing to observe rules
- Animals not being fed for show purposes
- Student is no longer involved in the program
- Major infractions of school, facility, or Student Code of Conduct rules that result in: DALC Assignment or Expulsion

Dickinson FFA 2023-2024

Agriculture Science Center Barn Contract

All students and parents/guardians must sign this contract and understand that the rules will be enforced prior to having a pen assigned at the Dickinson Agriculture Science Center. All rules, regulations and laws set forth by the Dickinson ISD Handbook and Texas State Law must be followed as the Agriculture Science Center is property of Dickinson ISD and the State of Texas.

IF AT ANY TIME THE AG TEACHERS DETERMINE THAT THESE RULES ARE NOT BEING FOLLOWED YOUR ANIMAL MAY BECOME PROPERTY OF THE AG DEPARTMENT AND REMOVED. SERIOUS OFFENSES MAY DEEM IMMEDIATE REMOVAL.

Your signature indicates that you understand that this Agriculture Science Center is made available through the Dickinson FFA and Dickinson ISD.

The Ag Department has authority over who is or is not allowed on the property and all rules that apply as outlined in this contract. Admittance or removal from the Agriculture Science Center is at the sole discretion of the Ag Teachers and Administration.

Dickinson Agriculture Science Center Agreement Form

By signing this document, I agree to the following terms:

Student:

I agree to abide by the rules and criteria set forth in the Dickinson Agriculture Science Center Rules that I have received, read, understood, and signed. I agree to pay all relevant fees associated with the expense and upkeep of my animal project(s). I agree to indemnify Dickinson ISD, Dickinson ISD employees, and volunteers of liability for any loss or injury that myself, any allowable family member, or contract signee may sustain by participating in activities at the Dickinson Agriculture Science Center. I understand that all who sign on this contract must be in compliance with the above stated rules, otherwise putting my project at risk. I agree to conduct myself in a professional manner at all times in the Agriculture Science Center at all events where I am representing the FFA.

Parent/Legal Guardian:

I agree to abide by the rules and criteria set forth in the Dickinson Agriculture Science Center Rules that I have received, read, understood, and signed. I agree to pay all relevant fees associated with the expense and upkeep of my child's animal project(s). I agree to indemnify Dickinson ISD, Dickinson ISD employees, and volunteers of liability for any loss or injury that my child, any allowable family member, or I may sustain by participating in activities at the Dickinson Agriculture Science Center, and I agree to monitor my child for compliance with the above stated rules. I understand that all who sign on this contract must be in compliance with the above stated rules, otherwise putting my child's project at risk. I agree to conduct myself in a professional manner at all times in the Agriculture Science Center at all events where I am representing the FFA. This document is binding and non-negotiable.

**Dickinson FFA 2023-2024
Agriculture Science Center Barn Contract**

Student Name: _____ Grade: _____ ID # _____

Cell Phone #: _____ School: _____

Parent(s) Name: _____

Address: _____

Home Phone #: _____

Work Phone #: _____

Cell Phone #: _____

E-Mail: _____

phone numbers are used for emergency contact only

I hereby honor this agreement and its outlined rules. I understand that failure to comply with the rules stated previously can result in losing my privilege to keep animal projects at the Dickinson ISD Agriculture Science Center.

Print Student Name	Student Signature	Date
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Only available to: Parent(s) / Immediate Family Members: We have read this document and understand all of the rules and regulations stated in the agreement. We also understand that failure to comply with these rules can result in my son/daughter's and my own privileges being denied to enter and/or keep animal projects in the Dickinson ISD Agriculture Science Center. All signees age 18 or older are required to have a background check conducted by DISD.

Print Name	Signature	Date
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Print Name	Signature	Date
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Print Name	Signature	Date
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Print Name	Signature	Date
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DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023
Item Title: Quarterly Investment Report
Agenda Item: Ryan Boone / Kelly Logsdon

Background Information:

Attached is the quarterly investment report for March 1, 2023 through May 31, 2023 and comparison data for prior years.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations and the Executive Director of Business Operations recommend approval of the quarterly investment report for March 1, 2023 through May 31, 2023.

Action Item: Yes No

DICKINSON INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
March 1, 2023 - May 31, 2023

This report has been prepared according to the requirements of Texas Government Code Chapter 2256 and I hereby certify that all investment activities are in compliance with local and state investment policy.



Ryan Boone
Deputy Superintendent for Business & Operations



Kelly Logsdon
Executive Director of Business Services



Leslie Hudson
Executive Director of Payroll



Laura Lambert
Senior Accountant

Dickinson Independent School District
Investments by Government Pools
OPERATING FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Logic	4,348,126	4,662,842	4,677,900	4,695,118	4,713,272	4,730,406	4,749,756	4,769,258	4,790,267			
Texas Class	1,648,550	1,653,076	1,658,321	6,162,510	22,504,554	30,605,818	25,315,883	13,093,672	7,641,687			
Gulf Coast CU	5,181,154	5,193,426	5,195,843	5,195,843	5,195,843	5,219,094	5,223,313	5,262,374	5,262,374			
TexStar	302,427	0	0	0	0	0	0	0	0			
Texas Range	18,670,429	15,669,594	13,776,029	13,766,237	13,824,374	13,825,163	13,859,677	13,931,093	18,072,755			
Texas FIT	5,644,906	2,054,931	2,061,551	2,069,212	2,077,308	2,084,922	1,591,876	5,099,951	5,119,541			
Total	35,795,592	29,233,869	27,369,644	31,888,920	48,315,351	56,465,403	50,740,505	42,156,348	40,886,624	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Logic	8,830	12,033	15,058	17,217	18,155	17,134	19,350	19,503	21,009				148,289
Texas Class	3,626	4,526	5,245	4,189	42,043	101,264	110,066	77,789	48,015				396,763
Gulf Coast CU	0	12,272	2,416	0	0	23,251	4,218	39,061	0				81,218
TexStar	569	257	0	0	0	0	0	0	0				826
Texas Range	16,241	4,567	6,435	208	48,137	790	34,514	71,415	141,661				323,968
Texas FIT	8,437	10,025	6,621	7,660	8,096	7,614	6,954	9,425	22,289				87,121
Total	37,703	43,680	35,775	29,274	116,431	150,053	175,102	217,193	232,974	0	0	0	1,038,185

Dickinson Independent School District
 Ten Year Balance History
 OPERATING FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2013-14	29,563,276	32,565,669	31,668,204	32,170,838	38,173,758	43,676,761	40,680,125	36,683,125	33,685,944	32,688,517	32,191,099	31,839,871
2014-15	35,424,432	35,916,810	32,168,575	30,170,343	37,172,376	43,174,634	43,180,250	37,192,580	34,194,538	29,915,239	29,801,034	33,206,830
2015-16	37,207,179	40,219,426	38,237,442	44,247,411	47,234,787	51,247,183	47,256,444	44,266,883	41,282,996	38,295,541	38,312,411	39,347,700
2016-17	45,375,666	43,431,962	49,417,925	50,435,468	52,461,542	60,498,394	53,529,331	50,551,891	46,633,422	43,664,587	42,738,360	43,780,279
2017-18	48,798,756	48,844,463	49,870,305	54,895,049	60,931,901	61,045,981	61,097,442	58,211,038	52,278,091	47,337,052	47,699,614	47,798,402
2018-19	48,850,615	51,322,653	49,424,925	49,577,250	58,615,471	66,723,974	61,851,069	55,958,121	54,093,282	54,191,449	51,801,768	53,705,255
2019-20	60,888,636	60,012,550	53,703,105	59,432,691	69,487,534	75,855,044	69,727,150	63,806,409	56,704,668	53,727,163	49,747,402	47,867,920
2020-21	53,739,783	56,849,350	54,915,997	50,921,104	65,940,917	71,802,263	62,956,494	56,970,934	53,975,862	48,977,167	45,997,208	45,907,822
2021-22	45,798,755	41,818,996	44,825,184	41,826,337	56,340,645	62,345,147	57,357,687	46,374,414	46,392,180	43,410,477	37,431,833	34,657,889
2022-23	35,795,592	29,233,869	27,369,644	31,888,920	48,315,351	56,465,403	50,740,505	42,156,348	40,886,624	0	0	0

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Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2013-14	2,064	2,393	2,536	2,634	2,920	3,004	3,658	3,001	2,819	3,405	3,541	3,723	35,698
2014-15	2,398	2,379	1,763	1,771	2,032	2,259	5,616	2,329	1,928	1,473	5,052	5,793	34,793
2015-16	2,576	15,223	19,877	9,967	8,922	10,937	12,261	10,438	16,112	8,314	7,959	8,649	131,235
2016-17	27,873	56,292	22,719	17,517	26,072	36,854	32,414	22,559	81,532	31,166	75,553	43,414	473,965
2017-18	18,701	45,705	25,842	24,744	36,852	114,080	51,464	113,593	67,056	58,960	36,309	98,546	691,852
2018-19	52,213	51,496	102,270	152,248	38,219	108,503	127,096	107,053	135,158	98,168	110,320	103,487	1,186,231
2019-20	183,412	123,914	190,554	229,582	64,449	148,273	81,744	79,261	48,258	22,394	20,339	120,719	1,312,899
2020-21	71,663	109,596	66,647	5,107	19,813	3,727	11,850	14,442	11,662	1,315	20,041	941	336,804
2021-22	607	20,241	6,089	1,253	14,307	4,501	12,541	16,727	17,764	18,298	21,354	63,328	197,010
2022-23	37,703	43,680	35,775	29,274	116,431	150,053	175,102	217,193	232,974	0	0	0	1,038,185

Dickinson Independent School District
Investments by Government Pools
INTEREST AND SINKING FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	1,606,752	3,011,928	3,021,484	9,040,278	21,559,592	11,107,982	8,146,032	8,179,856	8,216,024			
TexPool	0	0	0	0	0	0	0	0	0			
Texas Range	10,567,874	10,583,495	10,583,497	10,583,499	10,583,502	10,694,208	10,750,854	13,451,589	13,451,592			
Total	12,174,626	13,595,423	13,604,981	19,623,777	32,143,094	21,802,190	18,896,886	21,631,445	21,667,616	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	3,534	5,177	9,556	18,794	54,240	38,833	36,316	33,825	36,167				236,442
TexPool	0	0	0	0	0	0	0	0	0				0
Texas Range	3,915	15,620	2	2	2	110,706	56,646	735	3				187,631
Total	7,449	20,797	9,558	18,796	54,242	149,539	92,962	34,560	36,170	0	0	0	424,073

Dickinson Independent School District
Investments by Pools
DEBT SERVICE FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2013-14	5,546,578	5,546,999	5,547,417	8,231,648	14,721,878	8,945,248	8,945,946	8,946,623	8,947,311	8,947,994	4,161,747	6,012,893
2014-15	6,013,341	6,013,801	6,614,265	7,764,977	4,347,401	9,797,771	9,798,759	9,799,823	9,800,935	11,401,139	6,076,125	6,271,565
2015-16	6,271,747	6,272,836	6,274,064	6,275,586	13,585,808	10,494,059	13,499,830	13,506,038	13,512,728	13,118,516	7,791,542	451,144
2016-17	8,800,969	8,232,509	8,395,035	14,153,316	21,118,977	15,030,408	16,043,182	16,056,998	16,071,682	16,038,748	9,902,306	10,504,567
2017-18	10,515,229	10,526,471	11,037,856	15,195,447	21,122,320	17,410,151	17,428,591	17,448,473	17,476,685	18,905,724	18,052,557	12,031,994
2018-19	12,053,324	12,650,208	13,661,610	15,676,395	25,517,327	15,284,969	16,313,373	16,341,893	16,370,722	16,380,746	16,545,345	10,814,880
2019-20	10,815,814	10,816,728	10,645,783	11,662,217	23,598,646	14,291,236	15,297,072	19,059,354	16,605,453	17,008,551	10,793,267	10,820,839
2020-21	10,820,918	10,906,499	11,903,157	13,903,344	22,716,559	17,116,740	17,120,978	19,121,459	19,122,035	19,126,457	12,027,471	12,027,546
2021-22	12,027,608	12,027,671	14,027,782	17,028,024	10,865,597	18,869,307	18,871,329	18,894,116	18,899,891	18,907,854	18,530,783	12,167,176
2022-23	12,174,626	13,595,423	13,604,981	19,623,777	32,143,094	21,802,190	18,896,886	21,631,445	21,667,616	0	0	0

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Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2013-14	398	421	417	614	944	774	698	677	696	675	598	427	7,339
2014-15	447	459	465	572	480	561	989	1,063	1,112	1,304	1,139	890	9,481
2015-16	961	1,094	1,193	1,522	3,007	5,585	5,771	6,208	6,691	6,887	5,953	143	45,015
2016-17	4,940	5,987	5,589	8,281	13,448	10,354	12,774	13,816	14,684	14,851	15,798	10,233	130,755
2017-18	10,662	11,242	11,385	10,907	16,568	10,071	18,440	19,881	28,212	29,039	30,156	22,075	218,638
2018-19	21,330	9,629	11,402	14,784	30,627	85,283	28,403	28,520	28,828	10,023	15,648	135,150	419,627
2019-20	933	914	69,262	16,433	26,124	5,396	5,836	7,803	3,920	3,097	1,754	27,574	169,046
2020-21	79	85,131	108	186	2,910	2,525	2,068	2,546	3,117	4,422	320	74	103,486
2021-22	62	63	112	241	2,387	3,709	2,023	2,891	5,774	7,964	11,404	38,285	74,915
2022-23	7,449	20,797	9,558	18,796	54,242	149,539	92,962	34,560	36,170	0	0	0	424,073

Dickinson Independent School District
Investments by Government Pools
WORKER'S COMPENSATION FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	0	0	0	0	0	0	0	0	0			
TexPool	304,339	305,097	306,003	0	0	0	0	0	0			
Texas Range	2,065,269	2,065,271	2,065,275	2,372,386	2,373,582	2,374,713	2,375,988	2,377,270	2,378,647			
Total	2,369,608	2,370,368	2,371,278	2,372,386	2,373,582	2,374,713	2,375,988	2,377,270	2,378,647	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	0	0	0	0	0	0	0	0	0				0
TexPool	602	758	905	376	0	0	0	0	0				2,641
Texas Range	1,004	2	4	857	1,195	1,131	1,275	1,282	1,376				8,126
Total	1,606	760	909	1,233	1,195	1,131	1,275	1,282	1,376	0	0	0	10,767

Dickinson Independent School District
Investments by Pools
WORKER'S COMPENSATION FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2013-14	200,437	200,445	200,453	200,459	200,464	200,468	200,473	200,479	200,483	200,487	200,493	200,499
2014-15	200,504	200,508	200,514	1,200,549	1,200,596	1,200,637	1,200,686	1,200,738	1,200,794	1,200,851	1,200,915	1,200,988
2015-16	1,200,991	1,201,078	1,201,280	1,201,470	1,201,743	1,202,030	1,202,364	1,952,614	1,952,817	1,953,027	1,953,247	1,953,470
2016-17	1,953,690	1,953,919	1,954,149	1,962,782	1,963,168	1,963,497	1,863,886	1,864,276	1,864,710	1,765,147	1,765,612	1,766,092
2017-18	1,705,608	1,706,052	1,606,422	1,606,830	1,557,269	1,557,640	1,558,099	1,558,589	1,559,114	1,572,723	1,573,193	1,573,672
2018-19	1,574,154	1,574,689	1,581,377	1,581,963	1,582,576	1,583,132	1,595,294	1,595,925	1,596,565	1,597,188	1,597,831	1,612,105
2019-20	2,312,870	2,316,310	2,316,726	2,330,027	2,330,434	2,339,937	2,341,045	2,341,158	2,341,227	2,347,204	2,347,257	2,347,303
2020-21	2,347,339	2,347,373	2,347,404	2,352,728	2,352,749	2,352,759	2,352,764	2,352,767	2,352,769	2,354,481	2,354,486	2,354,493
2021-22	2,354,501	2,354,510	2,354,521	2,354,531	2,354,541	2,354,562	2,355,624	2,355,700	2,355,860	2,360,743	2,363,737	2,368,002
2022-23	2,369,608	2,370,368	2,371,278	2,372,386	2,373,582	2,374,713	2,375,988	2,377,270	2,378,647	0	0	0

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Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2013-14	6	8	7	6	5	4	5	6	4	5	5	6	67
2014-15	5	4	5	36	47	41	49	52	56	57	64	73	489
2015-16	84	99	109	190	273	287	334	250	203	210	220	223	2,481
2016-17	220	229	231	8,632	387	328	389	390	434	437	466	480	12,623
2017-18	9,516	444	370	408	439	371	460	490	525	13,610	470	479	27,582
2018-19	482	536	6,689	585	613	556	12,162	631	640	620	643	14,273	38,430
2019-20	765	3,439	415	13,301	408	9,502	1,108	114	69	5,977	53	45	35,196
2020-21	37	34	31	5,324	21	10	5	3	2	1,711	6	7	7,191
2021-22	8	10	11	11	10	21	1,062	76	160	4,883	2,994	4,265	13,511
2022-23	1,606	760	909	1,233	1,195	1,131	1,275	1,282	1,376	0	0	0	10,767

Dickinson Independent School District
Investments by Government Pools
ACTIVITY FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Range	0	0	0	152,468	152,469	152,470	152,471	152,472	152,473			
TexPool	91,609	91,837	92,110	0	0	0	0	0	0			
Total	91,609	91,837	92,110	152,468	152,469	152,470	152,471	152,472	152,473	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Range	0	0	0	235	1	1	1	1	1				240
TexPool	181	228	273	0	0	0	0	0	0				682
Total	181	228	273	235	1	1	1	1	1	0	0	0	922

Dickinson Independent School District
Investments by Pools
ACTIVITY FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2013-14	85,783	85,786	85,790	65,792	85,794	85,796	85,798	85,801	85,803	85,804	85,807	85,809
2014-15	85,812	85,814	85,816	85,819	85,822	85,825	85,828	85,832	85,836	85,840	85,845	85,845
2015-16	85,850	85,857	85,871	85,884	85,904	85,925	85,948	85,972	85,997	86,023	86,050	86,077
2016-17	86,104	86,132	86,160	86,194	86,233	86,270	86,316	86,366	86,423	86,485	86,556	86,630
2017-18	86,702	86,778	86,853	86,940	87,036	87,125	87,238	87,357	87,485	87,615	87,756	87,899
2018-19	88,043	88,203	88,363	88,535	88,714	88,877	89,060	89,238	89,418	89,595	89,777	89,942
2019-20	90,102	90,248	90,373	90,497	90,620	90,734	90,812	90,846	90,866	90,882	90,899	90,912
2020-21	90,923	90,933	90,942	90,950	90,956	90,959	90,960	90,961	90,962	90,963	90,965	90,967
2021-22	90,969	90,971	90,974	90,977	90,980	90,984	90,996	91,019	91,067	91,142	91,260	91,428
2022-23	91,609	91,837	92,110	152,468	152,469	152,470	152,471	152,472	152,473	0	0	0

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Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2013-14	3	4	3	3	2	2	2	3	2	2	2	3	31
2014-15	2	2	2	3	3	3	4	4	4	4	5	5	41
2015-16	6	7	8	14	20	21	24	24	25	26	27	27	229
2016-17	27	28	28	33	39	37	46	50	56	63	71	73	551
2017-18	72	76	75	87	96	90	112	119	127	130	141	143	1,268
2018-19	144	160	160	172	180	163	182	178	180	175	182	166	2,042
2019-20	160	146	124	125	122	115	77	34	21	16	16	14	970
2020-21	11	10	9	8	6	3	1	1	1	1	2	2	55
2021-22	2	3	3	3	3	4	12	23	48	75	118	168	462
2022-23	181	228	273	235	1	1	1	1	1	0	0	0	922

Dickinson Independent School District
Investments by Government Pools
FOOD NUTRITION SERVICES FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	3,633,991	3,643,968	3,655,530	3,668,956	4,034,117	4,048,865	4,065,609	4,082,491	5,103,547			
TexPool	0	0	0	0	0	0	0	0	0			
Total	3,633,991	3,643,968	3,655,530	3,668,956	4,034,117	4,048,865	4,065,609	4,082,491	5,103,547	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	7,992	4,526	11,562	13,426	15,161	14,748	16,744	33,825	21,056				139,040
TexPool	0	0	0	0	0	0	0	0	0				0
Total	7,992	4,526	11,562	13,426	15,161	14,748	16,744	33,825	21,056	0	0	0	139,040

Dickinson Independent School District
Investments by Pools
FOOD NUTRITION SERVICES FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2013-14	2,083,626	1,973,767	1,973,903	2,124,052	2,124,197	2,124,338	2,673,503	2,602,685	2,392,863	2,547,028	2,693,246	1,328,435
2014-15	746,337	771,382	551,429	551,474	951,551	951,628	1,251,753	1,386,905	1,187,050	1,187,191	1,187,349	1,137,323
2015-16	1,137,705	1,142,884	1,043,098	3,843,851	3,845,221	845,547	1,346,003	1,196,575	1,197,176	325,776	325,952	326,145
2016-17	276,331	401,525	51,631	51,669	451,840	227,086	330,426	527,854	528,340	928,970	929,901	805,797
2017-18	496,433	396,891	747,489	748,379	749,366	750,297	751,412	1,278,277	1,080,225	1,082,143	1,084,194	1,036,252
2018-19	963,099	965,016	966,941	969,000	971,162	973,126	975,286	1,577,952	1,381,060	1,383,906	1,386,745	1,389,434
2019-20	1,041,607	1,043,455	1,045,118	1,247,057	1,249,021	1,250,775	1,252,330	1,253,459	1,254,263	1,254,590	1,055,276	855,525
2020-21	555,661	205,712	105,732	105,744	105,756	605,794	605,848	605,890	605,930	605,960	605,992	606,018
2021-22	606,040	606,063	606,089	606,125	2,106,256	2,106,454	2,106,966	3,607,992	3,610,484	3,612,151	3,618,956	3,625,998
2022-23	3,633,991	3,643,968	3,655,530	3,668,956	4,034,117	4,048,865	4,065,609	4,082,491	5,103,547	0	0	0

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Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2013-14	143	141	136	149	145	141	165	183	177	173	210	133	1,896
2014-15	66	45	47	45	78	77	125	152	145	141	158	175	1,254
2015-16	182	180	213	753	1,370	325	457	571	601	483	177	193	5,504
2016-17	186	193	106	39	171	246	281	487	487	629	931	896	4,652
2017-18	635	458	598	891	987	930	1,115	1,865	1,948	1,917	2,051	2,058	15,453
2018-19	1,847	1,918	1,925	10,885	2,162	1,964	2,161	8,952	3,108	2,846	2,839	2,689	43,296
2019-20	2,172	1,848	1,663	1,939	1,964	1,754	5,273	1,129	804	607	406	248	19,807
2020-21	137	51	20	13	12	38	103	145	186	216	32	26	979
2021-22	22	22	27	36	131	199	511	1,027	2,492	3,437	5,035	8,576	21,515
2022-23	7,992	4,526	11,562	13,426	15,161	14,748	16,744	33,825	21,056	0	0	0	139,040

Dickinson Independent School District
Investments by Government Pools
BOND FUND – 2020

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Fit	57,664,452	57,451,005	53,820,283	50,251,221	43,956,967	42,317,513	39,729,055	38,549,800	35,823,840			
Texas Range	0	0	0	0	0	0	0	0	0			
Total	57,664,452	57,451,005	53,820,283	50,251,221	43,956,967	42,317,513	39,729,055	38,549,800	35,823,840	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Fit	130,800	164,128	199,288	195,654	188,773	158,094	169,679	166,287	157,620				1,530,323
Texas Range	0	0	0	0	0	0	0	0	0				44 0
Total	130,800	164,128	199,288	195,654	188,773	158,094	169,679	166,287	157,620	0	0	0	1,530,323

Dickinson Independent School District
Investments by Pools
BOND FUND – 2020

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2020-21	0	0	0	0	0	0	93,693,004	93,326,786	93,127,831	92,727,567	91,768,236	90,888,288
2021-22	90,102,507	89,956,233	89,538,966	89,021,958	88,953,225	81,107,922	79,506,746	77,285,578	74,527,123	70,347,134	70,166,299	63,340,222
2022-23	57,664,452	57,451,005	53,820,283	50,251,221	43,956,967	42,317,513	39,729,055	38,549,800	35,823,840	0	0	0

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2020-21	0	0	0	0	0	0	7,604	10,182	9,245	7,936	7,069	6,933	48,969
2021-22	5,619	5,286	5,438	8,118	11,367	10,001	15,340	21,744	39,625	53,794	86,731	122,588	385,651
2022-23	130,800	164,128	199,288	195,654	188,773	158,094	169,679	166,287	157,620	0	0	0	1,530,323

* March 11, 2021 received \$94,200,000 from bond sale

Dickinson Independent School District
Investments by Government Pools
BOND FUND – 2016

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Range												
Total	0	0	0	0	0	0	0	0	0	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Range													0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0

Dickinson Independent School District
Investments by Pools
BOND FUND – 2016

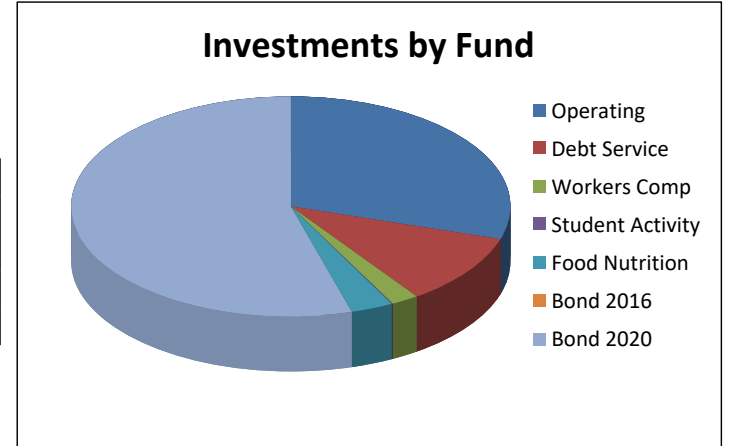
Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2016-17	0	0	67,522,578	67,522,587	67,512,595	67,509,245	67,484,525	67,434,818	67,493,088	65,051,672	65,313,933	62,504,160
2017-18	58,917,863	54,550,766	54,437,999	48,013,391	44,261,894	41,238,430	41,248,139	35,082,261	29,429,471	26,309,518	25,287,776	22,465,123
2018-19	20,129,546	19,249,604	18,168,049	16,809,290	16,833,815	14,357,862	13,293,024	12,161,835	10,190,311	6,457,747	5,556,842	4,494,856
2019-20	4,494,856	4,145,211	4,133,433	4,078,568	3,363,119	3,359,014	3,019,438	2,684,254	2,693,009	1,450,129	1,042,072	851,451
2020-21	826,547	801,627	726,689	676,192	603,278	603,301	561,786	561,809	561,829	559,726	426,628	210,948
2021-22	66,950	66,951	66,952	0	0	0	0	0	0	0	0	0
2022-23	0	0	0	0	0	0	0	0	0	0	0	0

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2016-17	0	0	0	9	8	6,650	280	293	63,749	1,122	387,260	8,602	467,973
2017-18	4,938	21,660	2,234	71,006	45,568	33,026	38,104	288,040	29,982	21,194	38,941	34,892	629,585
2018-19	37,800	43,049	71,335	58,322	58,990	30,539	31,859	26,476	58,421	14,675	29,095	8,400	468,961
2019-20	4,137	11,881	3,223	134	14,646	5,894	1,316	641	8,754	288	190	119	51,223
2020-21	96	80	62	53	39	24	24	23	20	14	8	6	449
2021-22	2	1	1	0	0	0	0	0	0	0	0	0	4
2022-23	0	0	0	0	0	0	0	0	0	0	0	0	0

* November 1, 2016 received \$70,000,000 from bond sale

Dickinson Independent School District
Investments by Fund/Cash Balance by Government Pools

Fiscal Year Investments By Fund for 5 Years							
Year	Operating	Debt Service	Workers Comp	Student Activity	Food Nutrition	Bond 2016	Bond 2020
2017-2018	\$47,798,402	\$12,031,994	\$1,573,672	\$87,899	\$1,036,252	\$22,465,123	\$0
2018-2019	\$53,705,255	\$10,814,880	\$1,612,105	\$89,942	\$1,389,434	\$4,494,856	\$0
2019-2020	\$47,867,920	\$10,820,839	\$2,347,303	\$90,912	\$855,525	\$851,451	\$0
2020-2021	\$45,907,822	\$12,027,546	\$2,354,493	\$90,967	\$606,018	\$210,948	\$90,888,288
2021-2022	\$34,657,889	\$12,167,176	\$2,368,002	\$91,428	\$3,625,998	\$0	\$63,340,222



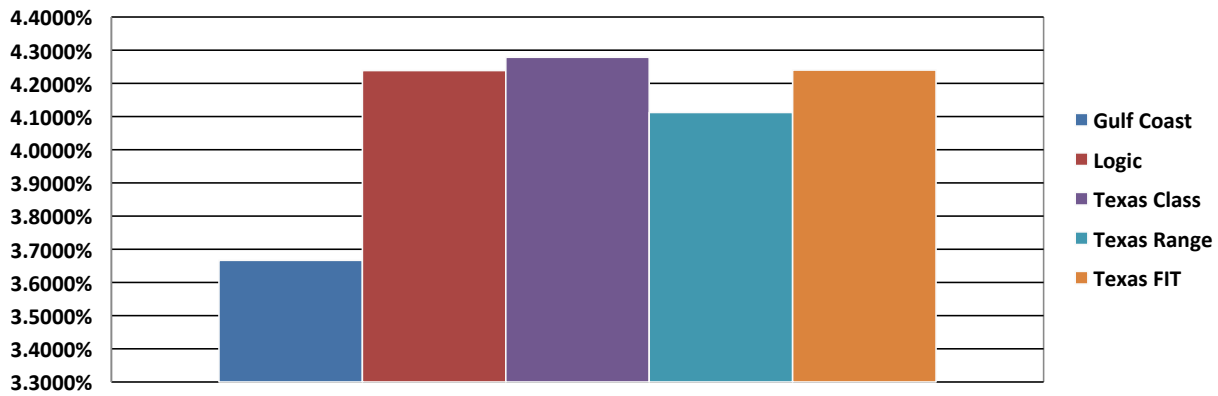
Monthly Cash Balance by Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Logic	4,650,553	4,662,842	4,677,900	4,695,118	4,713,272	4,730,406	4,749,756	4,769,258	4,790,267	0	0	0
Texas Class	6,889,293	8,308,972	8,335,335	19,024,212	48,250,732	45,762,665	37,527,524	25,356,019	20,961,258	0	0	0
Texas Range	16,144,976	16,173,855	16,177,453	15,779,342	15,779,345	27,046,554	27,138,990	29,912,424	34,055,467	0	0	0
GCEFCU	5,181,154	5,193,426	5,195,843	5,195,843	5,195,843	5,219,094	5,223,313	5,262,374	5,262,374	0	0	0
Texas FIT	63,309,358	59,505,936	55,881,834	52,320,433	46,034,275	44,402,435	41,320,931	43,649,751	40,943,381	0	0	0
Total	96,175,334	93,845,031	90,268,365	97,014,948	119,973,467	127,161,154	115,960,514	108,949,826	106,012,747	0	0	0

Dickinson Independent School District
Interest Earned (Unaudited)/Investment Rate of Return
Fiscal Year 2022-2023

Earned Fiscal Year Interest - Government Pools		
Fund	Amount	Yield Rate
Operating Fund	\$1,038,185	Variable
Debt Service	\$424,073	Variable
Workers Compensation	\$10,767	Variable
Student Activity	\$922	Variable
Food & Nutrition Services	\$139,040	Variable
2016 Bonds	\$0	Variable
2020 Bonds	\$1,530,323	Variable
Total	\$3,143,310	Average 4.1072%

Average Monthly Rate of Return - Government Pools					
Month	Gulf Coast	Logic	Texas Class	Texas Range	Texas FIT
September	2.9500%	2.4756%	2.6788%	2.4300%	2.3700%
October	2.9500%	3.1167%	3.2287%	3.0400%	2.8600%
November	2.9500%	3.9291%	3.8546%	3.6500%	4.1700%
December	2.9500%	4.3336%	4.3170%	4.1300%	4.3800%
January	2.9500%	4.5538%	4.5742%	4.3600%	4.6100%
February	2.9500%	4.7387%	4.7575%	4.5700%	4.7700%
March	5.1000%	4.8163%	4.8597%	4.7900%	4.8500%
April	5.1000%	4.9970%	5.0423%	5.0000%	5.0000%
May	5.1000%	5.1866%	5.1952%	5.0400%	5.1500%
June					
July					
August					
Average	3.6667%	4.2386%	4.2787%	4.1122%	4.2400%

Average Rate of Return by Government Pool



**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:

The Monthly Tax Collection Report for May 2023 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										
2022	\$6,398,239,851	\$1.294	\$82,793,224	\$79,212,657	95.68%										
2021	\$5,715,025,955	\$1.312	\$74,981,141	\$73,510,035	98.04%										
2020	\$4,851,053,036	\$1.344	\$65,198,153	\$63,813,518	97.88%										
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%										
2022 Tax Year	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Totals:	% To Total	
Current Year Tax	Pending Billing	\$596,358	\$4,347,285	\$14,001,873	\$45,222,484	\$12,213,284	\$1,302,975	\$728,414	\$799,984				\$79,212,657		
YTD % Collected	0.00%	0.72%	5.97%	22.88%	77.50%	92.26%	93.83%	94.71%	95.68%	95.68%	95.68%	95.68%	95.68%	95.68%	
Prior Years Tax	\$153,260	\$29,557	\$47,929	\$75,934	\$99,395	\$100,283	\$71,407	\$51,012	\$21,329				\$650,106		
Subtotal Taxes	\$153,260	\$625,915	\$4,395,215	\$14,077,806	\$45,321,879	\$12,313,567	\$1,374,382	\$779,426	\$821,313	\$0	\$0	\$0	\$79,862,762	96.46%	
Penalty & Interest	\$38,472	\$32,224	\$19,037	\$19,655	\$25,336	\$145,626	\$101,723	\$67,653	\$64,845				\$514,572		
Total Taxes & P&I	\$191,732	\$658,140	\$4,414,252	\$14,097,461	\$45,347,215	\$12,459,193	\$1,476,105	\$847,079	\$886,158	\$0	\$0	\$0	\$80,377,335	97.08%	
Attorney Fees	\$30,498	\$24,692	\$13,336	\$14,523	\$20,326	\$16,952	\$25,855	\$11,129	\$12,193				\$169,503		
Total Collections	\$222,229	\$682,832	\$4,427,588	\$14,111,984	\$45,367,541	\$12,476,145	\$1,501,960	\$858,208	\$898,350	\$0	\$0	\$0	\$80,546,838	N/A	
2021 Tax Year	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Totals:	% To Total	
Current Year Tax	Pending Billing	\$1,088,340	\$3,747,145	\$31,980,110	\$22,328,154	\$10,529,093	\$939,131	\$675,619	\$544,593	\$936,072	\$399,801	\$341,977	\$73,510,035		
YTD % Collected	0.00%	1.45%	6.45%	49.10%	78.88%	92.92%	94.17%	95.07%	95.80%	97.05%	97.58%	98.04%	98.04%	98.04%	
Prior Years Tax	\$62,609	\$122,577	\$73,266	\$68,898	-\$73,715	\$36,019	-\$162,238	\$69,695	\$54,029	\$80,337	\$23,741	\$116,144	\$471,363		
Subtotal Taxes	\$62,609	\$1,210,917	\$3,820,410	\$32,049,008	\$22,254,439	\$10,565,113	\$776,893	\$745,315	\$598,622	\$1,016,409	\$423,542	\$458,121	\$73,981,398	98.67%	
Penalty & Interest	\$35,037	\$47,711	\$23,970	\$21,093	\$30,931	\$99,484	\$102,498	\$80,760	\$63,253	\$83,954	\$45,385	\$57,409	\$691,483		
Total Taxes & P&I	\$97,645	\$1,258,628	\$3,844,380	\$32,070,101	\$22,285,370	\$10,664,596	\$879,391	\$826,074	\$661,875	\$1,100,363	\$468,927	\$515,530	\$74,672,881	99.59%	
Attorney Fees	\$18,740	\$40,603	\$19,699	\$12,771	\$22,513	\$18,718	\$20,894	\$19,397	\$18,459	\$16,588	\$36,275	\$50,519	\$295,177		
Total Collections	\$116,385	\$1,299,231	\$3,864,080	\$32,082,872	\$22,307,883	\$10,683,314	\$900,285	\$845,471	\$680,334	\$1,116,952	\$505,202	\$566,049	\$74,968,058	N/A	
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	\$290,712	\$346,665	\$63,813,518		
YTD % Collected	0.00%	0.58%	4.49%	24.97%	70.21%	91.74%	94.46%	95.51%	96.26%	96.90%	97.34%	97.88%	97.88%	97.88%	
Prior Years Tax	\$261,234	\$82,519	\$117,291	\$80,410	\$69,068	\$80,828	\$34,645	\$78,174	\$87,587	\$67,362	\$44,020	\$166,788	\$1,169,927		
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	\$334,732	\$513,453	\$64,983,444	99.67%	
Penalty & Interest	\$45,743	\$21,674	\$29,695	\$33,306	\$21,003	\$57,700	\$105,272	\$70,803	\$56,352	\$56,101	\$47,512	\$42,502	\$587,663		
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	\$382,244	\$555,955	\$65,571,107	100.57%	
Attorney Fees	\$26,755	\$18,926	\$14,740	\$22,947	\$15,775	\$12,989	\$19,895	\$20,509	\$13,930	\$16,899	\$36,967	\$38,277	\$258,611		
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	\$419,212	\$594,232	\$65,829,718	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	

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:

The Monthly Tax Collection Report for June 2023 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										
2022	\$6,401,863,549	\$1.294	\$82,840,114	\$80,301,774	96.94%										
2021	\$5,715,025,955	\$1.312	\$74,981,141	\$73,510,035	98.04%										
2020	\$4,851,053,036	\$1.344	\$65,198,153	\$63,813,518	97.88%										
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%										
2022 Tax Year	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Totals:	% To Total	
Current Year Tax	Pending Billing	\$596,358	\$4,347,285	\$14,001,873	\$45,222,484	\$12,213,284	\$1,302,975	\$728,414	\$799,984	\$1,089,117			\$80,301,774		
YTD % Collected	0.00%	0.72%	5.97%	22.87%	77.46%	92.20%	93.78%	94.66%	95.62%	96.94%	96.94%	96.94%	\$80,301,774	96.94%	
Prior Years Tax	\$153,260	\$29,557	\$47,929	\$75,934	\$99,395	\$100,283	\$71,407	\$51,012	\$21,329	\$55,885			\$705,991		
Subtotal Taxes	\$153,260	\$625,915	\$4,395,215	\$14,077,806	\$45,321,879	\$12,313,567	\$1,374,382	\$779,426	\$821,313	\$1,145,002	\$0	\$0	\$81,007,764	97.79%	
Penalty & Interest	\$38,472	\$32,224	\$19,037	\$19,655	\$25,336	\$145,626	\$101,723	\$67,653	\$64,845	\$70,246			\$584,818		
Total Taxes & P&I	\$191,732	\$658,140	\$4,414,252	\$14,097,461	\$45,347,215	\$12,459,193	\$1,476,105	\$847,079	\$886,158	\$1,215,248	\$0	\$0	\$81,592,582	98.49%	
Attorney Fees	\$30,498	\$24,692	\$13,336	\$14,523	\$20,326	\$16,952	\$25,855	\$11,129	\$12,193	\$19,202			\$188,705		
Total Collections	\$222,229	\$682,832	\$4,427,588	\$14,111,984	\$45,367,541	\$12,476,145	\$1,501,960	\$858,208	\$898,350	\$1,234,450	\$0	\$0	\$81,781,287	N/A	
2021 Tax Year	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Totals:	% To Total	
Current Year Tax	Pending Billing	\$1,088,340	\$3,747,145	\$31,980,110	\$22,328,154	\$10,529,093	\$939,131	\$675,619	\$544,593	\$936,072	\$399,801	\$341,977	\$73,510,035		
YTD % Collected	0.00%	1.45%	6.45%	49.10%	78.88%	92.92%	94.17%	95.07%	95.80%	97.05%	97.58%	98.04%	\$73,510,035	98.04%	
Prior Years Tax	\$62,609	\$122,577	\$73,266	\$68,898	-\$73,715	\$36,019	-\$162,238	\$69,695	\$54,029	\$80,337	\$23,741	\$116,144	\$471,363		
Subtotal Taxes	\$62,609	\$1,210,917	\$3,820,410	\$32,049,008	\$22,254,439	\$10,565,113	\$776,893	\$745,315	\$598,622	\$1,016,409	\$423,542	\$458,121	\$73,981,398	98.67%	
Penalty & Interest	\$35,037	\$47,711	\$23,970	\$21,093	\$30,931	\$99,484	\$102,498	\$80,760	\$63,253	\$83,954	\$45,385	\$57,409	\$691,483		
Total Taxes & P&I	\$97,645	\$1,258,628	\$3,844,380	\$32,070,101	\$22,285,370	\$10,664,596	\$879,391	\$826,074	\$661,875	\$1,100,363	\$468,927	\$515,530	\$74,672,881	99.59%	
Attorney Fees	\$18,740	\$40,603	\$19,699	\$12,771	\$22,513	\$18,718	\$20,894	\$19,397	\$18,459	\$16,588	\$36,275	\$50,519	\$295,177		
Total Collections	\$116,385	\$1,299,231	\$3,864,080	\$32,082,872	\$22,307,883	\$10,683,314	\$900,285	\$845,471	\$680,334	\$1,116,952	\$505,202	\$566,049	\$74,968,058	N/A	
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	\$290,712	\$346,665	\$63,813,518		
YTD % Collected	0.00%	0.58%	4.49%	24.97%	70.21%	91.74%	94.46%	95.51%	96.26%	96.90%	97.34%	97.88%	\$63,813,518	97.88%	
Prior Years Tax	\$261,234	\$82,519	\$117,291	\$80,410	\$69,068	\$80,828	\$34,645	\$78,174	\$87,587	\$67,362	\$44,020	\$166,788	\$1,169,927		
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	\$334,732	\$513,453	\$64,983,444	99.67%	
Penalty & Interest	\$45,743	\$21,674	\$29,695	\$33,306	\$21,003	\$57,700	\$105,272	\$70,803	\$56,352	\$56,101	\$47,512	\$42,502	\$587,663		
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	\$382,244	\$555,955	\$65,571,107	100.57%	
Attorney Fees	\$26,755	\$18,926	\$14,740	\$22,947	\$15,775	\$12,989	\$19,895	\$20,509	\$13,930	\$16,899	\$36,967	\$38,277	\$258,611		
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	\$419,212	\$594,232	\$65,829,718	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%	\$59,423,702	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%	\$55,503,602	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	

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023

Item Title: TEA Accountability “WHAT IF” Reports

Agenda Item: Dr. Debby Noffsinger

Background Information:

In preparation for the public to understand how the new framework may affect campus and district ratings, TEA has created WHAT IF reports.

These reports take the 2022 accountability data and plug it into the formulas, framework, that will be used when we do calculate the 2023 accountability.

These reports do not reflect 2023 data nor does this recalculated data indicate what the 2023 accountability will be for any campus, it is simply a reflection of 2022 data pasted into a new framework of formulas.

TEA will release these reports to the public in September as a precursor to releasing the actual 2023 accountability.

Recommendation:

Informational only.

Action Item: _____ Yes No

2023 Accountability Will Have A New Framework

In preparation for the public to understand how the new framework may affect campus and district ratings, TEA has created *WHAT IF* reports.

These reports take the 2022 accountability data and plug it into the formulas, framework, that will be used when we do calculate the 2023 accountability.

These reports do not reflect 2023 data nor does this recalculated data indicate what the 2023 accountability will be for any campus, it is simply a reflection of 2022 data pasted into a new framework of formulas.

TEA will release these reports to the public in September as a precursor to releasing the actual 2023 accountability.

TEA *What If Reports* **2022 ACCOUNTABILITY** USING THE 2023 FRAMEWORK

2022 Accountability using 2023 Framework		DISD 2022	DISD	DHS 2022	DHS	DCC 2022	DCC
Overall	Score	86	75	83	75	89	85
	Rating	B	C	B	C	B	B
Student Achievement	Scaled Score	82	75	82	74	88	80
	Rating	B	C	B	C	B	B
School Progress	Scaled Score	76	77	63	76	83	87
	Rating	C	C		C	B	B
Closing the Gaps	Scaled Score	79	71	74	71		79
	Gaps Rating	C	C	C	C		C

2022 Accountability using 2023 Framework		KJH 2022	KJH	MJH 2022	MJH
Overall	Score	91	91	75	71
	Rating	A	A	C	C
Student Achievement	Scaled Score	85	85	73	73
	Rating	B	B	C	C
School Progress	Scaled Score	90	90	75	75
	Rating	A	A	C	C
Closing the Gaps	Scaled Score	93	94	75	60
	Gaps Rating	A	A	C	D

TEA *What If Reports* **2022 ACCOUNTABILITY** USING THE 2023 FRAMEWORK

2022 Accountability using 2023 Framework		BMS 2022	BMS	DMS 2022	DMS	LMS 2022	LMS
Overall	Score	89	87	74	72	71	65
	Rating	B	B	C	C	C	D
Student Achievement	Scaled Score	80	80	70	70	72	72
	Rating	B	B	C	C	C	C
School Progress	Scaled Score	86	86	75	75	59	59
	Rating	B	B	C	C	F	F
Closing the Gaps	Scaled Score	95	88	72	66	68	50
	Gaps Rating	A	B	C	D	F	F

2022 Accountability using 2023 Framework		BCES 2022	BCES	CRES 2022	CRES	HRES 2022	HRES
Overall	Score	80	78	82	84	68	62
	Rating	B	C	B	B	D	D
Student Achievement	Scaled Score	80	80	83	83	70	70
	Rating	B	B	B	B	C	C
School Progress	Scaled Score	84	84	85	85	70	70
	Rating	C	B	C	B	C	C
Closing the Gaps	Scaled Score	72	63	76	82	61	43
	Gaps Rating	C	D	C	B	D	F

TEA *What If Reports* **2022 ACCOUNTABILITY** USING THE 2023 FRAMEWORK

2022 Accountability using 2023 Framework		JSES 2022	JSES	KLES 2022	KLES	LLES 2022	LLES	SLES 2022	SLES
Overall	Score	71	67	78	78	87	88	68	64
	Rating	C	D	C	C	B	B	D	D
Student Achievement	Scaled Score	71	71	72	72	86	86	65	65
	Rating	C	C	C	C	B	B	D	D
School Progress	Scaled Score	75	75	80	79	86	82	70	70
	Rating	C	C	B	C	B	B	C	C
Closing the Gaps	Scaled Score	61	49	88	76	88	92	62	50
	Gaps Rating	D	F	B	C	B	A	D	F

2022 Accountability Report Card

ACTUAL

Campus Name	BAY COLONY EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901107
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	662	Gr 3-12 Enrollment	250	% EcoDis	61.2	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement STAAR Performance	53	80	B	<i>Better of Domain I or Domain II</i>	84	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		84	B			
Part A - Academic Growth	63	59	Not Rated: SB 130			
Part B - Relative Performance	53	84	B			
Domain III - Closing the Gaps	56	72	C	<i>Domain III Scale Score</i>	72	30%
				Overall Score		80
				Overall Letter Grade		B

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	BAY COLONY EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901107
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	662	Gr 3-12 Enrollment	250	% EcoDis	61.2	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement STAAR Performance	53	80	B	<i>Better of Domain I or Domain II</i>	84	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		84	B			
Part A - Academic Growth	62	59	F			
Part B - Relative Performance	53	84	B			
Domain III - Closing the Gaps	32	63	D	<i>Domain III Scale Score</i>	63	30%
				Overall Score		78
				Overall Letter Grade		C

2022 Accountability Report Card

ACTUAL

Campus Name	CALDER ROAD EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901109
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	702	Gr 3-12 Enrollment	246	% EcoDis	59.5	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement <i>STAAR Performance</i>	55	83	B	<i>Better of Domain I or Domain II</i>	70%	59.5
Domain II - School Progress <i>[Better of Part A or Part B]</i>		85	B			
Part A - Academic Growth	65	62	Not Rated: SB 130			
Part B - Relative Performance	55	85	B			
Domain III - Closing the Gaps	72	76	C	<i>Domain III Scale Score</i>	30%	22.8
				Overall Score		82
				Overall Letter Grade		B

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	CALDER ROAD EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901109
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	702	Gr 3-12 Enrollment	246	% EcoDis	59.5	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement <i>STAAR Performance</i>	55	83	B	<i>Better of Domain I or Domain II</i>	70%	59.5
Domain II - School Progress <i>[Better of Part A or Part B]</i>		85	B			
Part A - Academic Growth	68	69	D			
Part B - Relative Performance	55	85	B			
Domain III - Closing the Gaps	55	82	B	<i>Domain III Scale Score</i>	30%	24.6
				Overall Score		84
				Overall Letter Grade		B

2022 Accountability Report Card

ACTUAL

Campus Name	HUGHES ROAD EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901106	
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School		
Total Enrollment	681	Gr 3-12 Enrollment	285	% EcoDis	70.8		
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total	
Domain I - Student Achievement <i>STAAR Performance</i>	41	70	C	<i>Better of Domain I or Domain II</i>	70	49	
Domain II - School Progress <i>[Better of Part A or Part B]</i>		70	C				
Part A - Academic Growth	56	56	Not Rated: SB 1306				
Part B - Relative Performance	41	70	C				
Domain III - Closing the Gaps	28	62	Not Rated: SB 1306	<i>Domain III Scale Score</i>	62	30%	18.6
				Overall Score		68	
				Overall Letter Grade		Rated: SB 1306	

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	HUGHES ROAD EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901106	
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School		
Total Enrollment	681	Gr 3-12 Enrollment	285	% EcoDis	70.8		
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total	
Domain I - Student Achievement <i>STAAR Performance</i>	41	70	C	<i>Better of Domain I or Domain II</i>	70	49	
Domain II - School Progress <i>[Better of Part A or Part B]</i>		70	C				
Part A - Academic Growth	53	54	F				
Part B - Relative Performance	41	70	C				
Domain III - Closing the Gaps	13	43	F	<i>Domain III Scale Score</i>	43	30%	12.9
				Overall Score		62	
				Overall Letter Grade		D	

2022 Accountability Report Card

ACTUAL

Campus Name	JAKE SILBERNAGEL EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901105
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	615	Gr 3-12 Enrollment	222	% EcoDis	79.3	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement STAAR Performance	42	71	C	<i>Better of Domain I or Domain II</i>	75	52.5
Domain II - School Progress <i>[Better of Part A or Part B]</i>		75	C			
Part A - Academic Growth	58	57	Not Rated: SB 130			
Part B - Relative Performance	42	75	C			
Domain III - Closing the Gaps	26	61	Not Rated: SB 130	<i>Domain III Scale Score</i>	61	18.3
				Overall Score		71
				Overall Letter Grade		C

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	JAKE SILBERNAGEL EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901105
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	615	Gr 3-12 Enrollment	222	% EcoDis	79.3	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement STAAR Performance	42	71	C	<i>Better of Domain I or Domain II</i>	75	52.5
Domain II - School Progress <i>[Better of Part A or Part B]</i>		75	C			
Part A - Academic Growth	53	54	F			
Part B - Relative Performance	42	75	C			
Domain III - Closing the Gaps	13	43	F	<i>Domain III Scale Score</i>	43	12.9
				Overall Score		62
				Overall Letter Grade		D

2022 Accountability Report Card

ACTUAL

Campus Name	KENNETH E LITTLE EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901101
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	599	Gr 3-12 Enrollment	210	% EcoDis	84.5	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	43	72	C	<i>Better of Domain I or Domain II</i>	80	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		80	B			
Part A - Academic Growth	75	80	B			
Part B - Relative Performance	43	79	C			
Domain III - Closing the Gaps	57	72	C	<i>Domain III Scale Score</i>	72	30%
				Overall Score		78
				Overall Letter Grade		C

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	KENNETH E LITTLE EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901101
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	599	Gr 3-12 Enrollment	210	% EcoDis	84.5	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	43	72	C	<i>Better of Domain I or Domain II</i>	79	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		79	C			
Part A - Academic Growth	73	76	C			
Part B - Relative Performance	43	79	C			
Domain III - Closing the Gaps	46	76	C	<i>Domain III Scale Score</i>	76	30%
				Overall Score		72
				Overall Letter Grade		C

2022 Accountability Report Card

ACTUAL

Campus Name	LOUIS G LOBIT EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901102
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	756	Gr 3-12 Enrollment	293	% EcoDis	40.5	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement STAAR Performance	57	86	B	<i>Better of Domain I or Domain II</i>	70%	60.2
Domain II - School Progress <i>[Better of Part A or Part B]</i>		86	B			
Part A - Academic Growth	79	86	B			
Part B - Relative Performance	57	80	B			
Domain III - Closing the Gaps	93	88	B	<i>Domain III Scale Score</i>	30%	26.4
				Overall Score		87
				Overall Letter Grade		B

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	LOUIS G LOBIT EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901102
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	756	Gr 3-12 Enrollment	293	% EcoDis	40.5	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement STAAR Performance	57	86	B	<i>Better of Domain I or Domain II</i>	70%	60.2
Domain II - School Progress <i>[Better of Part A or Part B]</i>		82	B			
Part A - Academic Growth	78	82	B			
Part B - Relative Performance	57	80	B			
Domain III - Closing the Gaps	73	92	A	<i>Domain III Scale Score</i>	30%	27.6
				Overall Score		88
				Overall Letter Grade		B

2022 Accountability Report Card

ACTUAL

Campus Name	SAN LEON EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901108
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	643	Gr 3-12 Enrollment	232	% EcoDis	80.7	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement <small>STAAR Performance</small>	38	65	Not Rated: SB 130	<i>Better of Domain I or Domain II</i>	70	49
Domain II - School Progress <small>[Better of Part A or Part B]</small>		70	C			
Part A - Academic Growth	56	56	Not Rated: SB 130			
Part B - Relative Performance	38	70	C			
Domain III - Closing the Gaps	27	62	Not Rated: SB 130	<i>Domain III Scale Score</i>	62	18.6
					Overall Score	68
					Overall Letter Grade	Rated: SB 1

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	SAN LEON EL			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901108
District Name	DICKINSON ISD	Grade Span	'EE - 04	Campus Type	Elementary School	
Total Enrollment	643	Gr 3-12 Enrollment	232	% EcoDis	80.7	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement <small>STAAR Performance</small>	38	65	D	<i>Better of Domain I or Domain II</i>	70	49
Domain II - School Progress <small>[Better of Part A or Part B]</small>		70	C			
Part A - Academic Growth	53	54	F			
Part B - Relative Performance	38	70	C			
Domain III - Closing the Gaps	19	50	F	<i>Domain III Scale Score</i>	50	15
					Overall Score	64
					Overall Letter Grade	D

2022 Accountability Report Card

ACTUAL

Campus Name	JOHN AND SHAMARION BARBER MIDDLE			Campus Number <i>(enter 9-digit campus #, no hyphens or spaces)</i>		084901043
District Name	DICKINSON ISD	Grade Span	'05 - 06	Campus Type	Middle School	
Total Enrollment	585	Gr 3-12 Enrollment	585	% EcoDis	64.8	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement STAAR Performance	49	80	B	<i>Better of Domain I or Domain II</i>	86	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		86	B			
Part A - Academic Growth	76	85	B			
Part B - Relative Performance	49	86	B			
Domain III - Closing the Gaps	95	95	A	<i>Domain III Scale Score</i>	95	30%
				Overall Score		89
				Overall Letter Grade		B

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	JOHN AND SHAMARION BARBER MIDDLE			Campus Number <i>(enter 9-digit campus #, no hyphens or spaces)</i>		084901043
District Name	DICKINSON ISD	Grade Span	'05 - 06	Campus Type	Middle School	
Total Enrollment	585	Gr 3-12 Enrollment	585	% EcoDis	64.8	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement STAAR Performance	49	80	B	<i>Better of Domain I or Domain II</i>	86	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		86	B			
Part A - Academic Growth	73	81	B			
Part B - Relative Performance	49	86	B			
Domain III - Closing the Gaps	63	88	B	<i>Domain III Scale Score</i>	88	30%
				Overall Score		87
				Overall Letter Grade		B

2022 Accountability Report Card

ACTUAL

Campus Name	DUNBAR MIDDLE			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901042
District Name	DICKINSON ISD	Grade Span	'05 - 06	Campus Type	Middle School	
Total Enrollment	666	Gr 3-12 Enrollment	666	% EcoDis	74.8	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	38	70	C	<i>Better of Domain I or Domain II</i>	75	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		75	C			
Part A - Academic Growth	68	74	C			
Part B - Relative Performance	38	75	C			
Domain III - Closing the Gaps	37	72	C	<i>Domain III Scale Score</i>	72	30%
				Overall Score		74
				Overall Letter Grade		C

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	DUNBAR MIDDLE			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901042
District Name	DICKINSON ISD	Grade Span	'05 - 06	Campus Type	Middle School	
Total Enrollment	666	Gr 3-12 Enrollment	666	% EcoDis	74.8	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	38	70	C	<i>Better of Domain I or Domain II</i>	75	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		75	C			
Part A - Academic Growth	62	65	D			
Part B - Relative Performance	38	75	C			
Domain III - Closing the Gaps	34	66	D	<i>Domain III Scale Score</i>	66	30%
				Overall Score		72
				Overall Letter Grade		C

2022 Accountability Report Card

ACTUAL

Campus Name	ELVA C LOBIT MIDDLE			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901044
District Name	DICKINSON ISD	Grade Span	'05 - 06	Campus Type	Middle School	
Total Enrollment	525	Gr 3-12 Enrollment	525	% EcoDis	47.4	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement <i>STAAR Performance</i>	40	72	C	<i>Better of Domain I or Domain II</i>	72	50.4
Domain II - School Progress <i>[Better of Part A or Part B]</i>		59	Not Rated: SB 130			
Part A - Academic Growth	58	58	Not Rated: SB 130			
Part B - Relative Performance	40	59	Not Rated: SB 130			
Domain III - Closing the Gaps	25	68	Not Rated: SB 130	<i>Domain III Scale Score</i>	68	30%
				Overall Score		71
				Overall Letter Grade		C

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	ELVA C LOBIT MIDDLE			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901044
District Name	DICKINSON ISD	Grade Span	'05 - 06	Campus Type	Middle School	
Total Enrollment	525	Gr 3-12 Enrollment	525	% EcoDis	47.4	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement <i>STAAR Performance</i>	40	72	C	<i>Better of Domain I or Domain II</i>	72	50.4
Domain II - School Progress <i>[Better of Part A or Part B]</i>		59	F			
Part A - Academic Growth	54	57	F			
Part B - Relative Performance	40	59	F			
Domain III - Closing the Gaps	19	50	F	<i>Domain III Scale Score</i>	50	30%
				Overall Score		65
				Overall Letter Grade		D

2022 Accountability Report Card

ACTUAL

Campus Name	EUGENE 'GENE' KRANZ J H			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901051
District Name	DICKINSON ISD	Grade Span	'07 - 08	Campus Type	Middle School	
Total Enrollment	963	Gr 3-12 Enrollment	963	% EcoDis	62.6	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	55	85	B	<i>Better of Domain I or Domain II</i>	90	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		90	A			
Part A - Academic Growth	80	90	A			
Part B - Relative Performance	55	90	A			
Domain III - Closing the Gaps	93	93	A	<i>Domain III Scale Score</i>	93	30%
				Overall Score		91
				Overall Letter Grade		A

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	EUGENE 'GENE' KRANZ J H			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901051
District Name	DICKINSON ISD	Grade Span	'07 - 08	Campus Type	Middle School	
Total Enrollment	963	Gr 3-12 Enrollment	963	% EcoDis	62.6	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	55	85	B	<i>Better of Domain I or Domain II</i>	90	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		90	A			
Part A - Academic Growth	79	85	B			
Part B - Relative Performance	55	90	A			
Domain III - Closing the Gaps	78	94	A	<i>Domain III Scale Score</i>	94	30%
				Overall Score		91
				Overall Letter Grade		A

2022 Accountability Report Card

ACTUAL

Campus Name	R D MCADAMS J H			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901041
District Name	DICKINSON ISD	Grade Span	'07 - 08	Campus Type	Middle School	
Total Enrollment	912	Gr 3-12 Enrollment	912	% EcoDis	64.0	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	41	73	C	<i>Better of Domain I or Domain II</i>	75	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		75	C			
Part A - Academic Growth	68	74	C			
Part B - Relative Performance	41	75	C			
Domain III - Closing the Gaps	48	75	C	<i>Domain III Scale Score</i>	75	30%
				Overall Score		75
				Overall Letter Grade		C

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	R D MCADAMS J H			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901041
District Name	DICKINSON ISD	Grade Span	'07 - 08	Campus Type	Middle School	
Total Enrollment	912	Gr 3-12 Enrollment	912	% EcoDis	64.0	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement <i>STAAR Performance</i>	41	73	C	<i>Better of Domain I or Domain II</i>	75	70%
Domain II - School Progress <i>[Better of Part A or Part B]</i>		75	C			
Part A - Academic Growth	64	69	D			
Part B - Relative Performance	41	75	C			
Domain III - Closing the Gaps	78	94	A	<i>Domain III Scale Score</i>	94	30%
				Overall Score		71
				Overall Letter Grade		C

2022 Accountability Report Card

ACTUAL

Campus Name	DICKINSON H S			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901001
District Name	DICKINSON ISD	Grade Span	'09 - 12	Campus Type	High School	
Total Enrollment	3,497	Gr 3-12 Enrollment	3,497	% EcoDis	61.7	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement		82	B	<i>Better of Domain I or Domain II</i>	87	70%
STAAR Performance	43	72				
CCMR	74	94				
Graduation Rate	94.4	80				
Domain II - School Progress <small>[Better of Part A or Part B]</small>		87	B			
Part A - Academic Growth	58	63	Not Rated: SB 131			
Part B - Relative Performance	59	87	B			
Domain III - Closing the Gaps	44	74	C	<i>Domain III Scale Score</i>	74	30%
				Overall Score		83
				Overall Letter Grade		B

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	DICKINSON H S			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901001
District Name	DICKINSON ISD	Grade Span	'09 - 12	Campus Type	High School	
Total Enrollment	3,497	Gr 3-12 Enrollment	3,497	% EcoDis	61.7	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation		Weight
Domain I - Student Achievement		74	C	<i>Better of Domain I or Domain II</i>	76	70%
STAAR Performance	43	72				
CCMR	74	77				
Graduation Rate	94.4	70				
Domain II - School Progress <small>[Better of Part A or Part B]</small>		76	C			
Part A - Academic Growth	60	58	F			
Part B - Relative Performance		74	C			
STAAR Performance	43	74				
CCMR	74	78				
Domain III - Closing the Gaps	50	71	C	<i>Domain III Scale Score</i>	71	30%
				Overall Score		75
				Overall Letter Grade		C
				71		

2022 Accountability Report Card

ACTUAL

Campus Name	DICKINSON CONTINUATION CENTER			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901009
District Name	DICKINSON ISD	Grade Span	'08 - 12	Campus Type	High School	
Total Enrollment	67	Gr 3-12 Enrollment	67	% EcoDis	70.1	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement		88	B	<i>Better of Domain I or Domain II</i>	88	100%
STAAR Performance	37	87				
CCMR	25	90				
Graduation Rate	93.2	85				
Domain II - School Progress <i>[Better of Part A or Part B]</i>		83	B			
Part A - Academic Growth	69	83	B			
Part B - Relative Performance						
Domain III - Closing the Gaps	.	.	Not Rated	<i>Domain III Scale Score</i>	.	30%
<i>AEA Bonus Points: STAAR Retesters</i>			0	Overall Score		89
<i>AEA Bonus Points: Grad Plan</i>			1	Overall Letter Grade		B

2022 Accountability Report Card

WHAT IF THE PROPOSED 2023 A-F SYSTEM HAD APPLIED IN 2022?

Campus Name	DICKINSON CONTINUATION CENTER			Campus Number <small>(enter 9-digit campus #, no hyphens or spaces)</small>		084901009
District Name	DICKINSON ISD	Grade Span	'08 - 12	Campus Type	High School	
Total Enrollment	67	Gr 3-12 Enrollment	67	% EcoDis	70.1	
	Raw Score	Scale Score	Letter Grade	Overall Grade Calculation	Weight	Total
Domain I - Student Achievement		80	B	<i>Better of Domain I or Domain II</i>	87	70%
STAAR Performance	37	87				
CCMR	25	76				
Graduation Rate	93.2	75				
Domain II - School Progress <i>[Better of Part A or Part B]</i>		87	B			
Part A - Academic Growth	76	87	B			
Part B - EOC Retesters	38					
Domain III - Closing the Gaps	29	79	C	<i>Domain III Scale Score</i>	79	30%
			72	Overall Score		85
				Overall Letter Grade		B

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: August 1, 2023

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:

Rose Avalos (Region 4, Position A)	Aldine ISD
Marques Holmes (region 4, Position A)	Humble ISD
Doug James (Region 4, Position A)	Klein ISD
Darlene Breaux (Region 4, Position B)	Alief ISD
Angela Lemond Flowers (Region 4, Position D)	Houston ISD
Kristen Davision Malone (Region 4, Position G)	Fort Bend ISD

Darlene Breaux and Rose Avalos have 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** _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Policy Update 121

Agenda Item: Robert Cobb

Background Information:

Policy Update 121 includes changes to (LEGAL) policies and the following (LOCAL) policies:

CFB(LOCAL): ACCOUNTING - INVENTORIES

CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL

CKEC(LOCAL): SECURITY PERSONNEL - SCHOOL RESOURCE OFFICERS

CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - MAINTENANCE

CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE

CVA(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE BIDDING

CVB(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE SEALED PROPOSALS

DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN

FD(LOCAL): ADMISSIONS

FFI(LOCAL): STUDENT WELFARE - FREEDOM FROM BULLYING

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend the board add, revise, or delete (LOCAL) policies as offered by TASB Policy Service for consideration and according to the Instruction Sheet for TASB Localized Policy Manual Update 121.

Action Item: Yes No

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

Explanatory Notes

TASB Localized Policy Manual Update 121

Dickinson ISD

AC(LLEGAL) GEOGRAPHIC BOUNDARIES

This legal policy has been revised to include additional Education Code provisions related to ways in which a district's geographic boundaries may change, such as by detachment, annexation, consolidation, and abolition.

AF(LLEGAL) INNOVATION DISTRICTS

Amended Administrative Code rules, effective October 25, 2022, revised the list of Education Code sections and administrative rules from which a district of innovation may not be exempted. Changes include a requirement to provide TEA a link to the local innovation plan posted on the district's website. Previously, the rule required the district to provide TEA with a copy of the local innovation plan.

AIE(LLEGAL) ACCOUNTABILITY: INVESTIGATIONS

Changes reflect revised Administrative Code provisions regarding compliance investigations by TEA, effective October 26, 2022. Other changes are to better reflect legal sources.

BBBA(LLEGAL) ELECTIONS: CONDUCTING ELECTIONS

Provisions regarding confidentiality of the email address and personal phone number of an election judge or clerk have been moved from GBA(LLEGAL) to this code addressing elections.

BQ(LLEGAL) PLANNING AND DECISION-MAKING PROCESS

An existing requirement to include the district's bullying prevention policy and procedures in the district improvement plan has been added to this policy.

C(LLEGAL) BUSINESS AND SUPPORT SERVICES

The C section table of contents has been revised to add the new code CKED, Security Personnel: Other Security Arrangements. We have also added for future expansion new codes addressing facility standards at CSA (Safety and Security) and CSB (Gas and Pipelines).

CBB(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

Revisions are to better reflect legal sources.

CCA(LLEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

Citations have been updated to reflect the repeal and replacement of an Administrative Code provision regarding the bond guarantee program, effective March 1, 2023. References to Administrative Code provisions regarding the instructional facilities allotment and existing debt allotment have been clarified.

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

This policy has been revised to reflect the increased homestead exemption of \$40,000 approved by voters on May 7, 2022.

CCGB(LLEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

We have added a note regarding the expiration of the Texas Economic Development Act on December 31, 2022, and the continued application of the law to limitations on appraised value in existence at that time.

Explanatory Notes

TASB Localized Policy Manual Update 121

Dickinson ISD

CFB(LOCAL) ACCOUNTING: INVENTORIES

Revisions regarding the capitalization threshold are based on amended guidance from *GASB Implementation Guide 2021-1*, Question 5.1, regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant. The amended guidance applies to reporting periods beginning after June 15, 2023.

CH(LEGAL) PURCHASING AND ACQUISITION

We have replaced the citation to a repealed Administrative Code rule regarding purchases of automated information systems with a citation to a new rule effective December 19, 2022.

CKE(LOCAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

To better align the district's legal and local policies, provisions addressing school resource officers have been relocated to CKEC(LOCAL).

CKEC(LOCAL) SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS

Provisions addressing school resource officers have been relocated to this code from CKE(LOCAL). Please review the provisions for accuracy. If revisions are needed regarding other security personnel, please contact your policy consultant.

CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

We have replaced the citation to repealed Administrative Code provisions regarding public pool sanitation and safety with a citation to new provisions effective January 1, 2023.

CLA(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

New Administrative Code rules, effective February 2, 2023, have been added to address required warning signs regarding human trafficking.

CLB(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE

Changes reflect revisions to Administrative Code rules regarding integrated pest management, effective January 16, 2023.

CLB(LOCAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE

Administrative Code rules regarding integrated pest management (IPM) were amended to include district-owned residential property among the district facilities subject to the IPM requirements. Although the changes to the rules add "residential property" to the buildings and grounds subject to IPM requirements, it is our understanding from the Texas Department of Agriculture that this inclusion is intended to apply only to district-owned residential property that is primarily used as student housing. As requested by TDA, revisions include such residential property among the district facilities subject to the district's IPM program.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

An Administrative Code provision, effective June 7, 2022, has been added regarding purchasing technological equipment with the instructional materials and technology allotment.

Explanatory Notes

TASB Localized Policy Manual Update 121

Dickinson ISD

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Provisions have been added regarding the use of school bus warning signals.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

New Administrative Code provisions were adopted regarding appeals related to federal food and nutrition programs administered by the Texas Department of Agriculture. A reference to these provisions, effective November 27, 2022, has been added.

CQ(LEGAL) TECHNOLOGY RESOURCES

A reference to Administrative Code provisions regarding management of electronic transactions and signed records has been clarified.

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

The link to the Texas Department of State Health Services Guidelines for the Care of Students with Food Allergies has been updated.

CRF(LOCAL) INSURANCE AND ANNUITIES MANAGEMENT: UNEMPLOYMENT INSURANCE

There are no significant revisions to the text on reasonable assurance; however, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

CSA(LEGAL) FACILITY STANDARDS: SAFETY AND SECURITY

The Commissioner of Education proposed new School Safety Requirements in the Commissioner's Rules Concerning School Facilities in November 2022. The public comment period closed December 12, 2022, but the rules are not yet finalized. The proposed rules require local policy provisions. Policy Service will include legal provisions in this new policy code and provide local policy provisions for consideration following publication of the final rules.

CVA(LOCAL) FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online. This policy is being issued at no charge to the district.

Please note: We have retained unchanged your unique text throughout this policy, including at Retention of Bids.

CVB(LOCAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

As noted above, policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

DBAA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

Changes have been made to better reflect legal sources and to delete obsolete provisions.

Explanatory Notes

TASB Localized Policy Manual Update 121

Dickinson ISD

DEA(LOCAL) COMPENSATION AND BENEFITS: COMPENSATION PLAN

To eliminate the possibility of confusion about the frequency of pay, we recommend replacing *bimonthly* with the more specific and widely used *semi-monthly*. Other revisions are recommended for clarification and consistency with policy style.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

Please note: As requested by the superintendent, text stating noncontract employee pay increases will be reported to the board at the next regular meeting has been included.

DEAB(LEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

Changes have been made to better reflect legal sources.

E(LEGAL) INSTRUCTION

The E section table of contents has been updated to add the new code EHBCA, which includes provisions addressing accelerated instruction previously located at EHBC. The subtitle for policy EHBC has been changed to Compensatory Services and Intensive Programs.

EF(LEGAL) INSTRUCTIONAL RESOURCES

Legal definitions of "harmful materials" and "obscene" have been added for ease of access.

EHAD(LEGAL) BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION

A reference to Administrative Code provisions has been added regarding driver education safety program requirements.

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

Changes reflect revised Administrative Code provisions regarding students who are homeless or in substitute care, effective January 1, 2023.

EHBAF(LEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

Revisions reflect amended Administrative Code provisions, effective January 22, 2023, pertaining to filing certain documents electronically.

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

Update 121 includes a reorganization of the information regarding compensatory, intensive, and accelerated instructional services. Provisions addressing accelerated instruction have been moved to the new code EHBCA. The remaining provisions at this code, now subtitled Compensatory Services and Intensive Programs, have been reordered and adjusted for clarity.

EHBCA(LEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

This new policy addressing accelerated instruction comprises provisions moved from EHBC(LEGAL). For clarity, we have reordered and adjusted the material.

Explanatory Notes

TASB Localized Policy Manual Update 121

Dickinson ISD

EHBH(LEGAL) SPECIAL PROGRAMS: OTHER SPECIAL POPULATIONS

An amended Administrative Code provision, effective January 18, 2023, has been added pertaining to regional day school programs for the deaf.

EHBI(LEGAL) SPECIAL PROGRAMS: ADULT AND COMMUNITY EDUCATION

Changes reflect revisions to Administrative Code provisions, effective November 24, 2022, regarding essential program components of adult education programs.

EHBJ(LEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes include a new Administrative Code provision, effective February 26, 2023, regarding requests for approval of an innovative course by the State Board of Education.

EI(LEGAL) ACADEMIC ACHIEVEMENT

This legal policy has been revised to replace a repealed Administrative Code rule with a new rule, effective January 1, 2023, related to awarding credit to students who are homeless or in substitute care for coursework completed prior to the student enrolling in or transferring to the district. Other changes are to better reflect legal sources.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Duplicative text regarding students who fail to perform satisfactorily on a state assessment instrument has been deleted and replaced with a note pointing to EHBC and EHBCA.

FD(LEGAL) ADMISSIONS

The policy has been updated to delete an Administrative Code rule repealed by the State Board of Education, effective March 9, 2023.

FD(LOCAL) ADMISSIONS

Recommended revisions to this policy at Transition Assistance reflect the repeal and replacement of an Administrative Code provision regarding awarding credit to a student who is homeless or in substitute care. Under the new rule, a district must adopt a policy to ensure credit has been awarded appropriately prior to enrollment. Other changes provide greater flexibility for the district with regard to requiring proof of residency by removing specific requirements and referring to administrative regulations.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

This policy has been reorganized for clarity. Other changes are to better match statutory wording. Notes have been added to more clearly indicate the application of certain provisions.

FDC(LEGAL) ADMISSIONS: HOMELESS STUDENTS

A note has been added to clarify that information regarding support services for students experiencing homelessness, including provisions regarding district liaisons and transition services, is located at FFC.

Explanatory Notes

TASB Localized Policy Manual Update 121

Dickinson ISD

FEA(LLEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. A note has been added referring to the *Student Attendance Accounting Handbook* for additional guidance.

FEB(LLEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. We have also added a note referring to the *Student Attendance Accounting Handbook* for additional guidance, as well as existing statutory provisions for completeness and clarification.

FFAF(LLEGAL) WELLNESS AND HEALTH SERVICES: CARE PLANS

Links to the Texas Department of State Health Services' guidance for the care of students with diabetes and of students with food allergies have been updated.

FFC(LLEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES

Revisions throughout this policy reflect amended Administrative Code provisions, effective January 1, 2023, regarding transition assistance for students experiencing homelessness or in substitute care.

FFI(LLEGAL) STUDENT WELFARE: FREEDOM FROM BULLYING

A note has been added with a link to the [Minimum Standards for Bullying Prevention](#) finalized by TEA on January 31, 2023.

FFI(LOCAL) STUDENT WELFARE: FREEDOM FROM BULLYING

The [Minimum Standards for Bullying Prevention](#), completed by TEA on January 31, 2023, include a requirement for policy provisions on reporting bullying incidents. Existing policy language addresses reporting by students and staff. The enclosed revisions are recommended to address the new minimum standards.

FL(LLEGAL) STUDENT RECORDS

Provisions at Access, Disclosure, and Amendment, beginning on page 4, have been revised and reorganized for clarity and to better reflect legal sources. The definition of eligible student has been added. Additional reporting requirements under the National School Lunch Act or the Child Nutrition Act have also been added. A note has been added at the beginning of the policy to clarify that information regarding juvenile law enforcement records is located in GBA.

G(LLEGAL) COMMUNITY AND GOVERNMENTAL RELATIONS

The G section table of contents has been revised to reflect the correct subtitle for GBA, Access to Public Information.

GB(LLEGAL) PUBLIC INFORMATION PROGRAM

Update 121 includes a reorganization of the public information policies in the GB series. As part of the reorganization, we have deleted provisions that are duplicated at other policy codes and adjusted provisions for clarity and to better match statutory wording.

Explanatory Notes

TASB Localized Policy Manual Update 121

Dickinson ISD

GBA(LLEGAL)

PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

As part of the reorganization of the public information policies, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary, to improve usability.
- Moved provisions regarding confidentiality based on statutes outside the Public Information Act (Government Code Chapter 552) to the policy code addressing the specific topic.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

GBAA(LLEGAL)

ACCESS TO PUBLIC INFORMATION: REQUESTS FOR INFORMATION

As part of the reorganization of the GB series, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

GRA(LLEGAL)

RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL GOVERNMENTAL AUTHORITIES

This policy has been revised to include an Education Code provision prohibiting citation of a student alleged to have committed a school offense. Family Code definitions have also been added to support existing content regarding students taken into custody.



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the 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; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

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 make 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	800.580.1488

**Capitalization
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

**School Resource
Officers**

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

Training

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

**Integrated Pest
Management
Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, [including residential property primarily used as student housing](#).

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time
Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized
Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, [including residential property primarily used as student housing](#), without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

INSURANCE AND ANNUITIES MANAGEMENT
UNEMPLOYMENT INSURANCE

CRF
(LOCAL)

**Reasonable
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

Specifications

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Acceptance of Low Bid

When competitive bidding is chosen as the best value method, statute does not require acceptance of the low bid, the District is not required to purchase from the low bidder at the sacrifice of desired quality, and when quality is adequate, the purchase shall be made from the low bidder. Any decision to disqualify the low bidder because of poor quality shall be based on sound and substantial reason.

All bidding on items of \$10,000 or more shall be conducted through the business office unless specific authority is granted to do otherwise.

Submitting and Opening Bids

Each bidder shall be instructed that bids shall be sealed and plainly marked as a "Bid Proposal for _____" on the outside of the envelope. No bid shall be opened prior to the time of the stipulated public opening. Bids received after others have been opened shall be returned unopened. Bids shall only be opened in public at the time specified. All bidders and other interested persons shall be invited to attend the bid opening. A tabulation of the bids shall be furnished each bidder.

Retention of Bids

A file of all bids shall be kept for a period of three years and shall be open for public inspection.

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION
COMPETITIVE SEALED PROPOSALS

CVB
(LOCAL)

Specifications	The Superintendent or designee shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.
Process	All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.
Withdrawal and Late Proposals	Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.
Proposal Acceptance	The District may reject any and all proposals.
Safety Record	If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

	<p>The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA]- The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]</p>
Pay Administration	<p>The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.</p>
Annualized Salary	<p>The District shall pay all salaried employees over 12 months in equal monthly or bimonthly semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.</p>
Pay Increases	<p>The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.</p>
Mid-Year Midyear Pay Increases	<p>A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]</p>
Contract Employees	
Noncontract Employees	<p>The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.</p>
Pay During Closing	<p>If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools].]</p>

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent. The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

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

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

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited	The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.
Examples	Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.
Minimum Standards	In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.
Retaliation	The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.
Examples	Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.
False Claim	A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.
Timely Reporting	Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.
Reporting Procedures	To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.
Student Report	

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
Notice of Report	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
Prohibited Conduct	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
Investigation of Report	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
Concluding the Investigation	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	<p>A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.</p> <p>The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.</p>
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
Appeal	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
Records Retention	Retention of records shall be in accordance with CPC(LOCAL).
Access to Policy and Procedures	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: 2023-2024 Operating Budget and Set Budget Hearing Date

Agenda Item: Carla Voelkel and Ryan Boone

Background Information:

Administration has continued to work on the 2023-2024 district operating budget. Administration proposes that the Board consider finalizing the planning process and moving forward with approval of the 2023-2024 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 31, 2023 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 1, 2023

Item Title: Approval of Agenda Items A-K

Agenda Item: Carla Voelkel

Background Information:

Agenda Items:

- A. Teacher Appraisal Calendar
- B. Stadium Rules
- C. Code of Conduct
- D. SLO Amendment
- E. JJAEP Memorandum of Understanding
- F. TLC Day Memorandum of Understanding
- G. Detention and TLC Residential Memorandum of Understanding
- H. CAP Memorandum of Understanding
- I. Resolution for Identifying Hazardous Conditions within Two Miles of a School
- J. Seat Belts on School Buses
- K. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-K.

Action Item: Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023
Item Title: Appraisal Calendar
Agenda Item: Kimberly Rich

Background Information:

The District Appraisal Calendar for the 2023-2024 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 2023-2024 school year.

Action Item: √ Yes _____ No

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

Dickinson Independent School District Appraisal Calendar 2023-2024

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 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 8, 2023.

Timeline and Observation Limitations

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

Aug 21-Sept 1	First TWO Weeks of School - Informal Walk-Throughs of Classrooms (NO Formal Observations)
<i>No Later Than</i> September 22	PRELIMINARY Goal Setting & Professional Development (GSPD) Plan Completed and Submitted
October 13	ALL Beginning of Year (BoY) Conferences Completed and FINALIZED GSPD Plans Submitted in Eduphoria
	Holiday Exemption Dates (Before or After a Holiday): October 6, 10 November 17, 27 December 15 January 8, 12, 16 March 8, 18, 28 April 2 May 24, 28
April 24	GSPD Plan Part II Due TWO Weeks Prior to Summative and Revision of Part I (if necessary)
<i>No Later Than</i> May 8	SUMMATIVES COMPLETED
May 31	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 1, 2023

Item Title: Sam Vitanza Stadium Safety Rules Update

Agenda Item: Robert Cobb

Background Information:

A copy of the Sam Vitanza Stadium Safety Rules update (2023-24) is attached for your review. Changes have been made to address safety and seating concerns throughout the stadium.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Sam Vitanza Stadium Rules for 2023-24.

Action Item: Yes No

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 fans safe and students well supervised.

- All tickets will be sold online using gofan.co. Gates will open 1 hour prior to the game time for spectators. Home fans will enter through the main stadium gate, and all visitors will enter through "C Gate." No ticket refunds will be given.
- The home side middle section with chair backs is reserved. Students/spectators without reserved seats are not allowed to sit in this section.
- All fans will be subject to the stadium's clear bag policy. No backpacks, diaper bags, camera bags, large purses, etc. are allowed in the stadium. All bags are subject to search.
- Law prohibits firearms and weapons of any kind.
- Alcoholic beverages, controlled substances, and the use of tobacco products in any form, including vaporizers/ecigs are strictly prohibited at the stadium and on all school district property. State law and school district policies will be in effect.
- All elementary, middle school, and junior high students 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 their elementary, middle school, and junior high students' behavior during the event. This includes while in the stands watching the game and when going to the restroom or concession stand areas. Junior High students must wear their current school ID during the game.
- All high school students must wear their current school ID to enter the stadium and while attending the game. High school students will remain in the designated student section.
- Running in the stands and throwing food, drinks, or any other items is not permitted.
- Noisemakers (shakers, cowbells, whistles, airhorns, etc.), confetti, balloons, pyrotechnic devices, fireworks, baby strollers, skateboards, bicycles, coolers, outside food or drinks are not allowed in the stadium. (*Band, drill team, cheerleaders, JAFROTC, student media team may bring food/drinks to their specific area.*)
- No loitering will be permitted. All students/spectators must sit in the stands and keep off the rails. Aisles must be kept clear at all times. Congregating under the bleachers or by the restroom/concession areas before, during, or after the game will not be permitted.
- All signs and banners must be to promote the school team and program. No negative signs toward the opponent will be permitted, and no signs may be hung from the top rail fence. At the conclusion of the event, designated personnel from each school must remove all signage, tape, and straps.
- Students/spectators who leave the stadium are not allowed to return to the event (unless they purchase another ticket), and they must leave the stadium and high school grounds.
- No one will be allowed on the field or track during or after games unless authorized by the Stadium Manager. Sideline access is restricted to team personnel and other approved, credentialed individuals.
- Food, drinks, (other than water and sports drinks), gum, and sunflower seeds are prohibited on the field and track.
- 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.
- Students/spectators who violate stadium rules and refuse to comply with law enforcement or stadium officials' directives 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 1, 2023

Item Title: Student Code of Conduct for 2023-24

Agenda Item: Robert Cobb

Background Information:

TASB made one change to the 2023-2024 Student Code of Conduct based on HB114 (on pages 19-20). District administration is recommending two local changes for this year (page 8 and 20). All three changes are highlighted in teal.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Student Code of Conduct for 2023-2024.

Action Item: Yes No

Student Code of Conduct 2023-2024

Mission Statement

Dickinson ISD will equip and empower all learners with skills and experiences to achieve academic excellence and make meaningful contributions to our world.

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

Searches

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 remises 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 21 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 15, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 24, and **Expulsion** on page 26, 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 14.

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 24.)
- 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 24.)
- 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 24.)
- 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 24. 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 26 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.
- **Provide a liquid, food, or any substance that could potentially harm or injure another student.**

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 of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

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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 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 Admission, Review, and Dismissal (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 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.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- 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 15.
- 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 24.
- Expulsion, as specified in **Expulsion** on page 26.
- 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 CBC 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 CBC 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 CBC shall send written notification by U.S. Mail. If the CBC 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).

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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.

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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 CBC's office as a discipline management technique. The CBC 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 of Conduct 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 CBC 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 CBC 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 CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- 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 of Conduct 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 CBC 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 CBC 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 CBC 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 cocurricular 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 ISS 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.

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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 5 and secondary classification shall be grades 6–12.

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 CBC **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 a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 26.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. 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.
 - 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.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
 - 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 six to 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 26.)
- 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 CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC 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 CBC 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 CBC 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 CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services 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 of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then

transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

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

In coordination with district practice and the Principal for Alternative Education, the CBC 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 CBC 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 of Conduct.

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.

The district shall not delay disciplinary consequences pending the outcome of an appeal.

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 CBC 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 CBC 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 of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC 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 CBC 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(LLEGAL) for more information.

DRAFT

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 DAEP 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 CBC 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;

- 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;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- 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
- 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 CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC 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 any amount of marijuana, a controlled substance, or a dangerous drug. 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.
- 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 controlled substance or dangerous drug offenses, not including THC.
- 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 of Conduct, 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 a controlled substance or a dangerous drug.
- 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 CBC 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 CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- 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 CBC 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 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 CBC 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 CBC 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. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
 - i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is 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 and must consider the information furnished in 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 influence" 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 1, 2023

Item Title: Interlocal Governmental Agreement with Galveston County to Provide School Liaison Officers

Agenda Item: Robert Cobb

Background Information:

Dickinson ISD has an Interlocal Governmental Agreement with Galveston County to provide School Liaison Officers on our campuses. Dickinson Junior High School will open this year, and we will need to add 1 additional deputy to the contract

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend that the board approve the Agreement with Galveston County to provide an additional School Liaison Officer to our contract.

Action Item: Yes No

AMENDMENT 2021 – 2024 TO INTERLOCAL GOVERNMENTAL AGREEMENT
FOR SCHOOL LIAISON OFFICER PROGRAM

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and the Dickinson Independent School District (“DISD”), providing law enforcement services to DISD, executed as effective August 15, 2021, (Agreement).

Effective August 1, 2023 at midnight, the number of Officers performing services under the Agreement is increased by one (1) Deputies for a total of ten (10) Deputies. This amendment does not change or alter any term of the Agreement other than the number of Officers. The amendment is not the annual letter agreement called for in the Consideration section of the Agreement.

County of Galveston by:

Mark Henry, County Judge

Date of Execution _____

Attest:

Dwight Sullivan, County Clerk

By _____ Deputy

Brandy Chapman

Henry Trochesset, Sheriff

Date of Execution _____

Dickinson ISD by:

Corey Magliolo, President

Dickinson ISD Board of Trustees

Date of Execution: August 1, 2023

Attest:

Veanna Veasey, Board Secretary

Carla Voelkel, Superintendent

Date of Execution: August 1, 2023

Exhibit B – 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 2023 Salary
Deputy I – School Liaison	514	\$51,250.00
Deputy II – School Liaison	516	\$56,432.00
Deputy III – School Liaison	518	\$61,614.00
Deputy IV – School Liaison	519	\$64,205.00
Deputy V – School Liaison	520	\$66,795.00
Sergeant I – School Liaison	523	\$74,437.00
Sergeant II – School Liaison	524	\$78,205.00
Lieutenant – School Liaison	526	\$85,110.00

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:

$$(\text{Hourly Rate}) \times (0.22695 \text{ [variable benefits]}) + \$4.21 \text{ [fixed benefits]} = \text{Total Hourly Rate}$$

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		

Administrative Fee will not exceed 1% of the total monthly bill

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Galveston County Juvenile Justice Alternative Education Program
Interlocal Agreement for 2023-2024

Agenda Item: Robert Cobb

Background Information:

A copy of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2023-2024 is attached for your review. There are no substantive changes from last year.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2023-2024.

Action Item: Yes No

COUNTY OF GALVESTON §

STATE OF TEXAS §

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This Interlocal Cooperation Agreement and Memorandum of Understanding (MOU) is entered into by, between and among the COUNTY OF GALVESTON (County), the Galveston County Juvenile Board ("Board"), the Dickinson Independent School District, hereafter referred to as "DISD", Clear Creek Independent School District, Friendswood Independent School District, Galveston Independent School District, High Island Independent School District, Hitchcock Independent School District, Santa Fe Independent School District and Texas City Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" are joined for purposes of establishing the respective responsibilities of the Board and the Districts to the other. Nothing herein shall create a direct contractual relationship between the Districts and DISD in its capacity as fiscal agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

WHEREAS Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts to increase their efficiency and effectiveness by the consolidation of administrative functions of government;

WHEREAS, Texas Education Code, Chapter 37, requires the Board to establish a Juvenile Justice Alternative Education Program ("JJAEP") for Galveston County, based on its population;

WHEREAS, such a consolidated effort in the establishment and operation of a JJAEP, is beneficial to both the Board, DISD, and the Districts, as well as the general public; and

WHEREAS, the Board, DISD, and the Districts are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the Board, DISD, and the Districts agree that the educational services of the JJAEP can be administered most efficiently at a centralized location within the geographic boundaries of Galveston County, and the Board desires to engage the DISD to serve as the provider of the educational component of the JJAEP, as permitted by Texas Education Code, Section 37.011(e); and

WHEREAS, the Board, DISD, and the Districts specify that each party paying for the performance of said administrative functions of government shall make those payments from revenues available;

NOW, THEREFORE, it is mutually agreed as follows:

I. OPERATING POLICY

- 1.01 The Galveston County Juvenile Justice Alternative Education Program (GCJJAEP) shall be subject to a memorandum of understanding developed by the Board in cooperation with the Participating Districts and submitted to the Texas Juvenile Justice Department (TJJD) for review and comment. 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. PURPOSE OF THE AGREEMENT

- 2.01 The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department (“TJJD”) and operated by DISD, for the Participating Districts’ students as permitted by §37.011(e) of the Texas Education Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by Education Code, Section 37.011 and Title 37 of the Texas Administrative Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and Galveston County shall be responsible for funding, only those placements of students expelled from Participating Districts on the basis of conduct for which expulsion is mandatory under Texas Education Code §§37.007(a), (d) and (e).

III. GOVERNANCE

- 3.01 The Governing Board of the GCJJAEP shall include:

Chairperson: The County Judge of Galveston County shall serve as Chairperson for the GCJJAEP Governing Board. The Chairperson shall be entitled to vote on any tie vote.

Members: (each with one vote)

1. Director of Juvenile Services for Galveston County (or designee);
2. Two (2) Juvenile Judges as named by the Juvenile Board;
3. One (1) designee of Dickinson ISD, the school district serving as Fiscal Agent;
4. One (1) designee of Galveston County Commissioners Court; and
5. Three (3) school district representatives of school districts in Galveston County (Superintendent or designee) as named by Galveston County Superintendent group.

- 3.02 Meetings. The Governing Board of the GCJJAEP shall meet on the basis of called meetings as deemed appropriate by the Galveston County Judge in order to monitor and adjust the program. Such meetings shall be held at least annually. A minimum of four (4) members shall be required to establish a quorum for such meetings.
- 3.03 Notice of Meetings. Written notice of the regular meetings of the Governing Board shall be mailed, emailed or delivered to each member not less than five (5) days prior to the date thereof. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called.
- 3.04 Duties. The activities of the Governing Board shall include, but not be limited to the following:
- a. To develop and recommend proposed written operating policies to the Galveston County Juvenile Board ("Board") for approval by the Texas Juvenile Justice Department (TJJD) pursuant to the Texas Education Code §37.011(g), to review the operations, policies, and procedures of the GCJJAEP and to make advisory recommendations to the "Board" regarding such operations, policies, and procedures including suggested changes or amendments thereto;
 - b. To assist in an advisory capacity in the development of the annual operating budget for the administrative expenses incurred by GCJJAEP;
 - c. To participate in an advisory capacity in the development of the annual operating budget for the GCJJAEP; to recommend the initial criteria for, and thereafter monitor the Participating Districts' billing and payment schedule for the GCJJAEP; and
 - d. To facilitate coordination with the Participating Districts to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the GCJJAEP and the subsequent transition back into the school setting.

IV. DUTIES OF DISD

- 4.01 The Dickinson Independent School District ("DISD") is designated as the situs of the campus of the GCJJAEP and shall provide personnel and services necessary to operate, on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department ("TJJD"), for the Districts' students as permitted by §37.011(e). GCJJAEP instructional staff members shall be employees of DISD and shall be subject to the personnel policies of the DISD ("JJAEP Services"). DISD shall also serve as the Fiscal Agent for the JJAEP upon receipt of funds for program operation.

- 4.02 As Fiscal Agent for educational purposes, Dickinson ISD shall administer the education program on a day-to-day basis in accordance with Dickinson ISD Board Policies, in consultation with policies promulgated and/or adopted by the governing board of the GCJJAEP. Where GCJJAEP Policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 4.03 As Fiscal Agent, Dickinson ISD shall prepare the program application and budget; shall disburse program funds applicable to instructional personnel; 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' home 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.
- 4.04 DISD shall ensure that all DISD staff assigned to the GCJJAEP, including temporary, seasonal or substitute employees shall have orientation training prior to having contact with students. At a minimum this training, to be provided by the Galveston County Juvenile Justice Department ("GCJJD") without undue delay, shall include:
- A. safety and security procedures including, but not limited to, fire drills and the JJAEP's safety disaster plan;
 - B. child abuse reporting;
 - C. incident reports;
 - D. student code of conduct;
 - E. behavior management program;
 - F. transporting students, if applicable;
 - G. crisis intervention;
 - H. distribution of medication, if applicable;
 - I. sexual harassment;
 - J. physical restraint training, if applicable; and
 - K. requirements for providing services to students with disabilities.

- 4.05 To the extent that DISD schools are closed due to disaster, flood, extreme weather condition, public health emergency, or other calamity, DISD shall notify the Board, through the person(s) designated below, of emergency closures, and of any waiver(s) relating thereto filed by it on behalf of the GCJJAEP, and provide updates to Participant Districts on the status of any such waivers.

V. FINANCIAL OBLIGATIONS

- 5.01 The expenses of this program shall be covered pursuant to the Funding Parameters attached hereto as Exhibit "A" to this Agreement.
- 5.02 Nothing herein shall burden the Fiscal Agent, Galveston County, or any Participating District with the added expense necessary to address or accommodate any particular needs of special education students. The Fiscal Agent and the Participating District from which the student has been expelled 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 sending Participating District, which shall remain responsible for providing its students with a Free and Appropriate Public Education (FAPE) and which shall hold the Fiscal Agent harmless for the provision of 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 to facilitate convening IEP meetings.
- 5.03 Each Participating District shall assume and incur any and all fees and costs, to include attorney's fees in the defense of a special education due process hearing or response to a complaint filed with the State or U.S. Department of Education, or any other litigation filed on behalf of a student with a disability expelled to the GCJJAEP by that Participating District. It is agreed and understood that the Participating District from which a student has been expelled remains at all times responsible for the provision of FAPE to students suspected of or having been identified as students with disabilities for purposes of the IDEA and Section 504 of the Rehabilitation Act.
- 5.04 Nothing herein shall burden the Fiscal Agent or any Participating District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. This program must be submitted to the TJJD for approval pursuant to Section 37.011 of the TEC, but should additional obligations be deemed required of the County and/or the Board for this program to fully qualify under the statute, the 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.

VI. BUDGETING

- 6.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year. Such budget shall include, without limitation, 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.
- 6.02 The Parties concur that regular education services will be delivered by five teachers employed by Dickinson ISD under agreements entitled: Agreement for Educational Services - Transforming Lives Cooperative Day Program 2023-2024; Agreement for Educational Services between Juvenile Board and DISD 2023-2024 School Year; JJAEP Interlocal Agreement and MOU 2023-2024 and, one assistant principal for the coordination of all education services. Total program instructional personnel costs consisting of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of a Assistant Principal, 1/3 of a clerical aid, and 1/5 of a district program administrator shall be included in the educational services budget for the GCJJAEP. Student/teacher ratios are to be maintained between 8 to 1 and 15 to 1. The Parties agree that one or more regular education teacher(s) may be employed by Dickinson ISD at the request of the GCJJAEP and the Galveston County Commissioners Court in the event that GCJJAEP enrollment necessitates the addition of one or more certified full time teacher(s) with all associated cost borne by the County of Galveston. The financial responsibility of each Participating District with regard to funding personnel and related costs is set forth in Exhibit "A" to this Agreement.
- 6.03 The budget may be amended with concurrence of the Districts and the Galveston County Juvenile Board if program needs change during the year. Nothing herein nor in any juvenile court order shall require the Fiscal Agent or the Galveston County Juvenile Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

VII. ACCOUNTABILITY/ATTENDANCE

- 7.01 For purposes of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the GCJJAEP shall be reported as if the student were enrolled at the student's campus of residence, in the student's regularly assigned education program, including a special education program, where applicable, in the Participating District of the student's residence. The Participating District of residence for each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the GCJJAEP shall remain the responsibility of the Participating District in which the student resides. Students expelled for conduct resulting in a "mandatory" placement in the GCJJAEP shall be counted as "ineligible" for attendance counting purposes in the Participating District of residence.

- 7.02 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 Participating District of residence 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. In accordance with section 37.011(h) of the TEC, the students assigned to the GCJJAEP resulting from expulsion under Section 37.007(a), (d), or (e) of the TEC are funded through Galveston County TJJD and are ineligible for ADA accounting in the Participating District of residence.
- 7.03 Unexcused absences of GCJJAEP students subject to an Order of Juvenile Probation, who have been expelled by a Participating District on the basis of a mandatory offense as set forth in Chapter 37 of the Texas Education Code, will be handled through the Galveston County Juvenile Justice Department (Juvenile Justice Department). On the third consecutive day of unexcused absence from the GCJJAEP, the Juvenile Justice Department's Director of Juvenile Services (Director) or the Director's designee shall notify in writing the Participating District of student residence's Superintendent or designee of the student's absence from the program. In accordance with 37 Tex. Admin. Code Section 348.210(d)(3), a student on inactive status for 30 consecutive school days shall be withdrawn from the GCJJAEP immediately following expiration of the 30th consecutive school day, subject to any decision or action by the ARD committee should the student be identified as eligible for special education.
- 7.04 A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", as identified and set forth in Chapter 37 of the TEC, shall be reassigned to the sending district's alternative education program.
- 7.05 In the event a student assigned to the GCJJAEP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another school district, the student will remain the responsibility of the original Participating District until the registration/enrollment of the student in another district is completed.
- 7.06 A mandatory expulsion is one listed in TEC 37.007(a), (d), or (e), as amended.

VIII. COUNTY'S FINANCIAL OBLIGATIONS

- 8.01 The Galveston County Juvenile Board ("Board") and the County of Galveston shall provide:
- A. funding for the education component of all placements as detailed in this Agreement;
 - B. staffing of juvenile probation officers;
 - C. supervision officers and other staff, and training thereof;

- D. the physical plant necessary for the personal safety and security of all participants and providers of services; and
- E. for Galveston County resident students, any and all aspects of any residential component of the GCJJAEP.

IX. ADMINISTRATIVE RESPONSIBILITIES

- 9.01 Physical plant maintenance, utility expenses and facility standards to comply with the Americans with Disabilities Act relating to the Galveston County Juvenile Justice Center and associated facilities, shall be the responsibility of the County, not Dickinson ISD as the Fiscal Agent nor any other Participating District.
- 9.02 The County may request the removal of any instructional personnel staff member assigned to the GCJJAEP if the assigned staff member is no longer agreeable to the County because of performance, misconduct or other employment related concerns on the part of County Officials. The Director of Juvenile Services shall so notify the Superintendent of DISD and give the Superintendent in writing the specific reason(s) for the concerns. If upon review of the Director's expressed concerns the Superintendent agrees there are performance or other employment related issues, the Superintendent will timely counsel with the staff member and attempt to have those issues properly addressed within seven school days. If the staff member's performance or other employment related concerns are not corrected to the satisfaction of the County, the Director will again express the reasons for his/ her concern. The Director and the Superintendent will meet and discuss and attempt to reach a consensus on the matter. Instructional personnel shall remain at all times DISD employees and are subject to all DISD Board Policies, procedures and Operating Guidelines, including those governing the employment of said personnel.

X. LIABILITY/TERM

- 10.01 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.
- 10.02 The term of this Agreement shall be for the 2023-2024 school year according to the school calendar of Dickinson ISD.

XI. MEMORANDUM OF UNDERSTANDING

The GCJJAEP 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 agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program; and the Parties hereby initiate the following operating policy guidelines:

The daily administration of all aspects of the GCJJAEP other than educational services including the GCJJAEP Code of Conduct, will be conducted by the Juvenile Justice Department under the direction of its Director or the Director's designee. The program will serve all eligible students from eligible Districts.

11.01 ELIGIBLE STUDENT. An eligible student is a student who is or was last enrolled in a Participating District located within Galveston County and who currently resides in a Galveston County school district. An exception for placement may be made pursuant to 37.010 (g) when the student’s parents have made a residence change into the district/county and court jurisdictional issues have been properly accommodated. The following students shall be eligible to attend the GCJJAEP:

1. Mandatory expelled students under TEC section 37.007 (a), (d), or (e).
2. Students who are under the jurisdiction of the Juvenile Court and are not expelled may be court ordered to receive educational services in the GCJJAEP. A copy of the Court Order shall be provided to the student's home district in order to satisfy Texas Education Agency requirements.
3. Students expelled under TEC section 37.007 (a), (d) or (e) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County, providing that Galveston County Juvenile authorities have agreed to serve the student who resides in Harris County.
4. Students expelled under TEC section 37.0081 (felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03 of the Texas Penal Code).
5. Students expelled under TEC section 37.309 (removal of registered sex offenders) provided space is available.

11.02 **ADMISSION PROCEDURES**. The Parties agree to comply with the following admission procedures:

- A. If placement is initiated by a Participating District's expulsion of a student, the Participating District shall notify the GCJJAEP Program Director or the Director's designee in advance of an expulsion hearing to allow the GCJJAEP and the Participating District to facilitate the student's transition into the GCJJAEP in the event the student is expelled.
- B. The Participating District in which the student is or was last enrolled shall provide to the Juvenile Justice Department and the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion. Expulsion conducted pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
- C. Additionally, the Participating District in which the student is or was last enrolled shall provide to Dickinson ISD a copy the following:
 - expulsion letter signed by a Participating District official authorized to expel students, confirming that an expulsion hearing meeting the requirements of Chapter 37 of TEC has been afforded; and/or
 - a written waiver by the parent of the expulsion hearing (if used);
 - "Notification to Galveston County Juvenile Court" form;
 - copy of birth certificate or another document suitable as proof of the child's identity and date of birth;
 - documentation confirming social security number or state-issued PEIMS number, as applicable;
 - divorce decree or court orders showing custody;
 - restraining orders, other legal matters pertinent to school;
 - immunization and health records;
 - application for Free and Reduced Lunch Program or information on student's status;
 - attendance record;
 - disciplinary reports;
 - withdrawal/transfer grades in each subject;
 - current year's grade reports (progress reports, report cards);
 - Confidential Student Report for most recent state assessment scores (STAAR, EOC, TELPAS);
 - 504 paperwork and accommodation plan, if applicable;
 - Special Services paperwork, if applicable;
 - LPAC and other ESL/bilingual paperwork, if applicable; and
 - Transcript, and for high school students only – personal graduation plan.

- D. 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 or applicable court order. The Participating District shall provide required notice not later than the second business day after the date an expulsion 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. The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code. As required by TEC Section 37.010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion.
- E. If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation.
 - a. If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Student Code of Conduct. The Assistant District Attorney will request a court date as soon as practicable and the Court will be requested to consider the amendment of the Order.
 - b. If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct, subject to approval by the Juvenile Judge.
- F. If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision. If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval.
- G. Each Participating District will determine the length of time that each student will be enrolled at the JJAEP. Each Student will be assigned a program based on performance and behavior that includes earning points for expected behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the Participating District prior to a student being returned to that campus. Whenever possible, GCJJAEP will release the student at the end of the sending District's grading period. If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests. No student shall be released during the last week of the Participating District's semester.

- H. Prior to the completion of the student's placement in the GCJJAEP, the program's probation officer will coordinate with the program administrator to contact the campus of record to initiate the student's transfer back to the student's home campus. The probation officer will assist in obtaining any information for the home campus and briefly monitor the student's progress upon the student's return.
- I. The probation officer will conduct an admission conference with the student and a parent or guardian to review all the GCJJAEP requirements and answer any questions on the first day of attendance.
- J. Juvenile Justice Department personnel will advise parent(s) or guardian(s) to schedule a physical examination for the student through the Juvenile Justice Department. The student may be admitted to the program prior to completion of the physical exam but will not participate in the physical training aspect of the program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen. The form for the physical shall be as in Addendum 3 to this Agreement.
- K. Transportation of students attending the JJAEP will be the responsibility of the home school district or the student's parents at the sole discretion of the home school district. Neither the JJAEP, nor the Educational Fiscal Agent are responsible for transportation of students attending the JJAEP Program.
- L. As required under TEC 37.011(b)(4), GCJJAEP shall provide timely educational services in the GCJJAEP to all expelled students (including adult students 18 years of age or older) for which expulsion is required under Section 37.007(a), (d) or (e), regardless of the student's age or whether the juvenile court has jurisdiction over the student.

11.03 The GCJJAEP shall have its own Student Code of Conduct (Code of Conduct). The Texas Association of School Boards (TASB) model code of conduct shall be the basis for the Code of Conduct, with such modifications/additions, as the Governing Board deems appropriate. All modifications/additions shall be approved by the Governing Board.

Each District shall provide the Juvenile Justice Department with current copies of their respective Student Codes of Conduct. In the event a District amends its existing Student Code of Conduct, the District shall, within three days following action taken by the Board of Trustees of the District to approve the amendment, provide a copy of the Student Code of Conduct as amended to the Juvenile Justice Department. Each District's Student Code of Conduct shall be available for public inspection at the referring school at all times that the school is open. Additionally, each District's Student Code of Conduct shall be available for public inspection at the Juvenile Justice Department at all times that the Jerry J. Esmond Juvenile Justice Center is open.

11.04 Each student shall be provided an educational progress/ facilitation plan. GCJJAEP educational staff and administration shall review the student’s academic progress at regular intervals through the issuance of progress reports and report cards. In the case of a high school student, the GCJJAEP administrator of the education component, with the students parent or guardian, shall review the student’s progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. FAPE remains the responsibility of the sending school district. DISD will confer with the sending school district, as necessary, to share data and consult with the LEA to enable sending districts to meet federal requirements.

Responsibility for the administration of all educational testing rests with the educational component administrator and the student’s home campus as outlined by the TEA Division of Testing and Accountability and Texas Administrative Code section 348.208(d)(4). Responsibility for any other type of assessment and identification of educational status and need rest with the sending District. Responsibility for the timely submission of pre and post-testing as required by TJJD rest with Galveston County.

Identified special education students shall be provided required services (as set forth in their IEP) with the sending District bearing any additional cost that is over and above the regular cost of program services for all participants. Administration of any and all related services and speech therapy is the responsibility of the sending Participating District, which also assumes responsibility for the provision of FAPE. Administration of the services for Limited English Proficiency (LEP) students is the responsibility of the sending Participating District.

11.05 The Parties agree that the (1) Order requiring student participation in the JJAEP program, and (2) the Student Code of Conduct of the sending District shall be incorporated into each student’s case file prior to admission. The Parties further agree that no student shall be exempted from any requirement set forth in those documents unless specifically modified by a special education IEP committee document or section 504 Accommodation Plan. The Student Code of Conduct sets forth staff expectations of students and proper disciplinary actions for violations of that Code.

11.06 **PLACEMENT OF STUDENTS WITH DISABILITIES.**

- A. The placement into the JJAEP of a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. Section 1400 et seq.), the IDEA’s implementing federal regulations, and state law and regulations regarding the discipline of students with disabilities.

- B. A Participating District may expel a student who has been identified as an eligible student with a disability under the Individuals with Disabilities Education Act (IDEA) or a qualified student under Section 504 of the Rehabilitation Act of 1973 (504) only after (1) a duly constituted Admission Review and Dismissal (ARD) or 504 committee

determines that the alleged misconduct is not a manifestation of the student's disability/ies, and (2) the Participating District has complied with all other requirements as set forth in state and federal law regarding the discipline of students generally and the discipline of students with disabilities, specifically, including but not limited to the ARD or 504 committee determining what services, if any, are required to provide the student with a free, appropriate public education in the GCJJAEP as defined by law.

- C. The Participating District from which the special education student was expelled, whether for mandatory or permissive expulsion under Chapter 37 of the Texas Education Code, shall provide the administrator of the GCJJAEP or the administrator's designee with advance written notice a reasonable time prior to the meeting of a student's ARD or Section 504 committee to discuss the student's expulsion. A representative of the GCJJAEP may, at the election of the GCJJAEP and/or its Fiscal Agent if different from the GCJJAEP, participate in the meeting as a non-consensus member to the extent that the meeting relates to the student's placement in the GCJJAEP.
- D. The referring Participating District in which a student resides shall maintain the full responsibility to provide special education services, including related services, to eligible students under the Individuals with Disabilities Education Act. The GCJJAEP shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The cost of any special education services provided to students by GCJJAEP shall be borne by the referring Participating District with the responsibility to provide the services. The Participating District may make such services available in conjunction with the GCJJAEP or at a separate time and location, at the discretion of the referring, Participating District. If the referring Participating District elects to make special education services available to the student in conjunction with the time the Student is at the GCJJAEP, the referring Participating District shall cooperate with the GCJJAEP to minimize disruption of the JJAEP.
- E. GCJJAEP teachers employed by the Fiscal Agent will issue progress reports for all students at the mid-point of each grading period. Required progress monitoring and reporting on any IDEA eligible student's IEP shall be the responsibility of the referring Participating District for that student, in consultation with the GCJJAEP teacher.

11.07 **SUSPECTED DISABILITY.** If a student assigned to the GCJJAEP is suspected of having a disability for which the student would be eligible for services under the IDEA, the GCJJAEP Administrator or Administrator's designee, will inform the sending Participating District of such suspicion immediately, and the Participating District's Child Find procedure will be initiated to resolve whether a special education referral and evaluation is warranted. Similarly, if a student assigned to the GCJJAEP is suspected of having a physical or mental impairment that substantially limits a major life activity, the GCJJAEP Administrator or

Administrator's designee will inform the sending Participating District of such suspicion immediately for decision on any further required evaluation or action. The sending Participating District remains solely responsible for all required Notices, Assurances, and any other Procedural Safeguards to which the student and his/her parents are entitled. However, GCJJAEP staff will assist with contributing to the necessary referral documents if requested.

- 11.08 **BACKGROUND CHECKS.** Any staff member assigned to or providing services on-site at the GCJJAEP who will or may have direct contact with students shall submit to a criminal history record check and fingerprinting in accordance with 37 Tex. Admin. Code Section 348.106(d). Employment by the GCJJAEP or the right to provide direct services on the campus of the GCJJAEP is expressly contingent upon the completion and return of acceptable results of criminal history checks.
- 11.09 **IMMUNITY.** Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Texas Education Code, § 37.011(o).
- 11.10 **SUPPLEMENTARY PROGRAM FUNDING.** Each Participating District hereby agrees to allow the Fiscal Agent to submit a grant application for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Any such funds received from the State shall be utilized to offset educational expenses of County and Participating Districts, including the Fiscal Agent, and any remaining funds may be used for expansion and improvement of the GCJJAEP.
- 11.11 **INSPECTION OF RECORDS.** Upon request, all public records of DISD as the Fiscal Agent that are created and maintained pursuant to the Fiscal Agent's satisfaction of its obligations under this Agreement shall be made available for inspection at any time mutually convenient to the Fiscal Agent and the requesting party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said records.
- 11.12 **EQUAL EMPLOYMENT POLICIES.** DISD as the Fiscal Agent affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities.
- 11.13 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and shall take the place of any prior understandings, written or oral agreements. This Agreement consists of both an Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program, along with a statement of Funding Parameters attached hereto as Exhibit "A".

11.14 **SEVERABILITY**. If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

11.15 **TERM and EFFECTIVE DATE**. This Agreement is effective August 1, 2023, and shall remain in effect through July 31, 2024. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2024. In the absence of a revision, this Agreement 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.

[Remainder of page intentionally left blank]

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS (10)**, as authorized by the County of Galveston by action of the Commissioners Court on the _____ day of _____, 2023, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2023, and by each of the other Participating Member Districts by action on dates as indicated below, to be effective the 1st day of August, 2023.

GALVESTON COUNTY COMMISSIONERS COURT

By: _____

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

By: _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK 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: _____

EXHIBIT "A"

**GALVESTON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
(GCJJAEP)**

FUNDING PARAMETERS

FUNDING:

1. For the 2023-2024 school year, the Galveston County Juvenile Justice Center will educate students residing in Participating Districts located within Galveston County who are expelled due to a mandatory expulsion or student placement pursuant to Texas Education Code (TEC) 37.0081(g) and TEC 37.309(b). Mandatory expulsions are defined as those expulsions for offenses described in Section 37.007 (a), (d), or (e) of the TEC, funded by the allocation to Galveston County from the State through the Texas Juvenile Justice Department (TJJD) for that purpose. The entire cost of educating students identified as having committed an offense specifically set forth in Section 37.007 (a), (d), or (e) of the TEC shall be solely borne by Galveston County. It is further agreed and understood that expelled students covered by this paragraph are ineligible to be counted, for purposes of student attendance accounting and corresponding funding, by their Participating District of residence.
2. The entire cost of educating students identified as having committed an offense specifically set forth in Sections 37.0081(g) and TEC 37.309(b)(1) of the TEC, or other discretionary placements, shall be solely borne by the Participating District of residence for such students.

Additional Considerations

1. Average Daily Attendance (ADA) or other funding allotment, if any, that the Fiscal Agent District receives for a student placed at the GCJJAEP by any Participating District may be deducted, at the sole discretion of the Fiscal Agent, from the overall cost in determining net cost to the County.
2. Grant funds awarded to any Participating District, which in the determination of the Participating District to which the grant is awarded can be applied to lower costs for services provided to a student placed at the GCJJAEP, shall be applied to reduce net cost to the County for that student's placement in the GCJJAEP.
3. Galveston County shall be solely responsible for payment of all wages and any other costs related to the employment of Galveston County Juvenile Justice Department personnel. Galveston County further shall provide the physical plant, breakfast and lunch for all students,

and for costs incurred by the GCJJAEP for any non-educational matter not otherwise specified in this Agreement.

4. Galveston County shall pay Fiscal Agent District, identified herein as Dickinson ISD, fifty percent (50%) of all annual projected operating costs as a fixed-rate cost based on the proposed number of personnel identified by the Fiscal Agent for implementation of the GCJJAEP program for the Fiscal Year. All personnel are and shall be employees of the Fiscal Agent, currently Dickinson Independent School District (DISD), and are subject to the Board Policies and employment expectations of the Fiscal Agent District. Annual operating costs are defined as those costs associated with the hiring, retention, maintenance, salary and provision of benefits to employees identified in this paragraph and shall be paid by the County on the following schedule:

On or after September 1, but not later than October 1 of each year for which this Agreement remains in force:

- 1/2 of annual operating costs for two teachers appropriately certified to provide instruction in the State of Texas for the area and grade levels assigned;
- 1/3 of annual operating costs for one assistant principal;
- 1/3 of annual operating costs for one clerical aid, 1/5 of annual operating costs for one program administrator appropriately certified in the State of Texas to oversee and manage the GCJJAEP program; and
- Any other annual operating costs incurred by Dickinson ISD as Fiscal Agent for one or more additional teacher(s) certified to provide instruction in the State of Texas for the area and grade levels assigned upon the request of the GCJJAEP and Galveston County Commissioners Court pursuant to paragraph 6.02 of this Agreement.

Thereafter, the balance of all annual operating costs up to the 50% cap owed shall be paid by Galveston County to Fiscal Agent District. The balance shall be determined on the basis of actual operating costs for the Fiscal Year, less any reimbursement grants, ADA or other proceeds received for the operation of the GCJJAEP to reimburse for such costs, as determined by the Fiscal Agent and invoiced in June of the same Fiscal Year to the County by the Fiscal Agent District.

5. Galveston County (County) has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for each program. Instructional personnel shall comply with County's procurement procedures for the acquisition of instructional materials using the fund budgeted by the County. Fiscal Agent Dickinson ISD may supplement those funds for materials and supplies, at its discretion, but will not be reimbursed by the County for supplemental expenses, if any, without express approval by the County.

6. The T1 data circuit as provided by the County through Southwestern Bell or other service provider at the juvenile facility will be billed to and paid by the County.

7. If a student has been court-ordered to attend the GCJJAEP, the County shall be responsible for funding such placements contingent upon (1) confirmation that the placement is pursuant to the mandatory expulsion provisions under Chapter 37 of the Texas Education Code, and (2) the student has in fact been expelled by the Participating District.

8. Galveston County shall be responsible for (1) compensation and other costs associated with the employment of Galveston County Juvenile Justice personnel assigned to work or to provide services on site at the GCJJAEP, (2) provision and maintenance of the physical plant in which the GCJJAEP is located, (3) provision of breakfast and lunch meeting all USDA Nutritional Requirements applicable to public school districts to all students assigned to GCJJAEP by a Participating District, and (4) ancillary matters in support of the operation of the GCJJAEP program for assigned students assumed as reasonable costs.

9. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to (1) TEC section 37.0081 (Students found by the Participating District referring the student to have committed a felony offense identified under Title 5 of the Texas Penal Code), and (2) students expelled to the GCJJAEP pursuant to TEC section 37.309 (placement of registered sex offenders), provided space is available as determined by the GCJJAEP. Participating Districts shall reimburse Galveston County for the provision of services provided under this Agreement, and pursuant to 37.0081(g), the total reimbursement to the County by all Participating Districts shall not exceed actual costs incurred each instructional day per student during that period that the student is assigned to the GCJJAEP. It is agreed and understood that each Participating District shall be obligated to reimburse Galveston County in an amount proportionate to the number of students expelled from that Participating District pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309(b). Each Participating District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County not later than August 19, 2022.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Educational Services Agreement for Galveston County Detention and TLC Residential for 2023-2024

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 for 2023-2024 is attached for your review. There are no substantive changes from last year.

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 for 2023-2024.

Action Item: Yes No

**Agreement for Educational Services
between
Galveston County Juvenile Probation Board
and
Dickinson Independent School District
(2023-2024)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2023, 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, 2024,, 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.

3.07. The Board shall provide and maintain appropriate space for classroom instruction and office space for instructional personnel, including desks and other furniture. The Board is responsible for all utility expenses for the space.

3.08. The Board shall maintain a safe and secure environment for instructional personnel on duty at a facility and during student movement to and from classes. At least one Supervision Officer shall be assigned to be present in each classroom at all times that a student is attending the class. The Board shall designate additional Board personnel to provide support to instructional personnel should crisis intervention be required at the facility.

3.09. Instructional personnel shall cooperate with Board personnel in dealing with youth behavior and discipline matters. A teacher or teacher's aide may request that a Supervision Officer remove a youth from a classroom if the youth is ill or the youth's behavior seriously disrupts the learning of others. Disciplinary measures for a youth removed in this manner from a classroom shall be handled in accordance with Board policy and procedures.

4. INSTRUCTIONAL PERSONNEL

4.01. DISD shall hire and assign instructional personnel to the programs as follows:

- | | |
|--------------------------------|--|
| Residential Detention Program: | 3 teachers
1 Educational Records Secretary (one third of salary will be reimbursed by the residential detention program)
1 assistant principal (one third of salary will be reimbursed by the residential detention program) |
| TLC Program: | 2 teachers
1 Records Clerk Paraprofessional
1 Educational Records Secretary (one third of salary will be reimbursed by the TLC Program)
1 assistant principal (one third of salary will be reimbursed by the TLC Program) |

Instructional personnel must meet DISD hiring requirements. At least one teacher assigned to the residential detention program and Transforming Lives Cooperative Residential Program must be a certified teacher in accordance with certification requirements set forth by the Texas Education Agency (TEA). It is the intent of DISD and the Board that all teachers assigned to the programs are certified teachers in accordance with certification requirements set forth by the TEA. The special education teacher will be assigned to both the Programs as well as the JJAEP and the Transforming Lives Cooperative Day Programs. Copies of the teaching certificates and qualifications of the personnel shall be made available to the Board upon request.

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, Deputy-Director – Special Programs, who are County employees, and the designated assistant principal shall serve as the on-site administrators for the instructional personnel. The on-site administrators are 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

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: _____
Corey Magliolo, President, Board of Trustees

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 1, 2023

Item Title: Coastal Alternative Program (CAP) MOU for 2023-2024

Agenda Item: Robert Cobb

Background Information:

A copy of the CAP MOU for 2023-2024 is attached for your review.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the CAP MOU for 2023-2024.

Action Item: Yes No

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2023-2024
School Year

FUNDING PARAMETERS

FUNDING:

For the 2023-2024 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 2023-2023 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, 2023. Calculations on percentage of District ADA will be from the June 2023 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 2023-2024 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2023 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 2023-2024 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 2023-2024 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 2023-2024 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, 2023 through August 31, 2024. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2024. 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 _____, 2023; the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2023 and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2023.

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
CONSENT AGENDA DOCUMENT

Meeting Date: August 1, 2023

Item Title: Resolution for Identifying Hazardous Conditions within Two Miles of a School

Agenda Item: Ryan Boone

Background Information:

Policy CNA (local) requires that the Board shall adopt a resolution identifying hazardous conditions within two miles of a school campus. This allows us to receive partial funding for transporting our students who otherwise would endure unsafe conditions traveling to their campus.

The resolution is attached for your consideration.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations and Director of Transportation recommend approval.

Action Item: X Yes No

Motion made by _____ seconded by _____ vote

A RESOLUTION TO IDENTIFY HAZARDOUS CONDITIONS WITHIN TWO MILES OF A SCHOOL ZONE

WHEREAS, the Board of Trustees has identified that all Dickinson ISD campuses have significant safety/travel issues within two miles of each school per Education Code 48.151, and

WHEREAS, each campus has missing or insufficient walkways, and

WHEREAS, each campus has minimal safe places to ride a bike or walk to school, and

WHEREAS, each campus has intersections, roadways and streets that are difficult and/or dangerous to cross, and

WHEREAS, the drop-off and pick-up process creates congestion,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Dickinson ISD declares that hazardous conditions exist for all students living within two miles of each campus.

Adopted the 1st day of August, 2023.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023
Item Title: Seat Belts on School Buses
Agenda Item: Ryan Boone

Background Information:

Transportation Code 547.701 requires all 2018 and newer buses to have three-point seat belts installed unless this creates a hardship with regards to a district's budget.

The approximate cost to add two seat belts per seat is \$8,000 per bus and to add three seat belts per seat the cost would be \$10,000-\$12,000 per bus.

The law states that...if the constraints of a school board's budget limits them to the purchase of school buses, model year 2018 or newer, without three-point seat belts, this law will not affect that purchase so long as the school board votes to make that determination in a public meeting. We are requesting that the School Board opt out of Transportation Code 547.701.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations and Director of Transportation recommend the district opt out of Transportation Code 547.701 due to our budget limitations.

Action Item: X Yes _____ No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 1, 2023

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 June 7, 14, 21, and July 19, 26, 2023
- Campus Fundraising Request for 2023-2024
- New Hires for the Week of June 12, 2023
- New Hires for the Week of June 19, 2023
- Texas A&M Agrilife Extension Adjunct Faculty Agreement and Resolution Regarding Extracurricular Status of 4-H Organization
- COM Collegiate High School Agreement 2023-2025
- June 20, 2023 Minutes
- New Hires for the Week of July 10, 2023
- Campus Fundraising Requests-DHS c/o 2026, DHS Theatre, SLES, JSES
- Donation to KELES-Crystal Matthews, Lighthouse Christian Ministry
- July 10, 2023 Minutes
- New Hires for the Week of July 17, 2023
- Sale of Tax Resale Property Cause #10TX0904
- Food and Nutrition Service Charge Procedures and Meal Pricing

Recommendation:

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

Action Item: Yes No