

**CONNALLY INDEPENDENT SCHOOL DISTRICT
NOTICE AND AGENDA OF REGULAR MEETING**

The Board of Trustees of Connally Independent School District will hold a Regular Meeting at 5:30 PM on Thursday, July 23, 2026 at the Connally Administration Building, 200 Cadet Way, Waco, Texas 76705. The subjects to be discussed are listed on the agenda which is attached to and made part of the notice.

On July 17, 2026, this Notice is posted on the bulletin board in a place convenient and readily accessible to the general public at four o'clock p.m. on said date.

AGENDA

1. Call to Order
2. Pledge and Invocation
3. Public Comments on Agenda Items
4. Special Recognitions
 - A. Ceremonial Oath of Office - Chief of Police 3
5. Superintendent's Report
 - A. Leadership Strategic Planning
 - B. Summer Reading Program Update
 - C. Elementary Library Update
 - D. Summer School Outcomes Report
6. Consent Agenda: Consider and Take Appropriate Action
 - A. Board Meeting Minutes for Regular Board Meeting on June 23, 2026 4
 - B. Amendments to the Budget 2025-2026 8
 - C. Purchase Over \$50,000 for ILO Group 10
 - D. Memorandum of Understanding between Mentoring Alliance and Connally ISD 14
 - E. Memorandum of Understanding between Heart of Texas Goodwill and Connally ISD 18
 - F. Memorandum of Understanding between Challenge Academy and Connally ISD 20
 - G. Memorandum of Understanding between Communities in Schools of the Heart of Texas and Connally ISD 37
 - H. 2026-2027 Student Code of Conduct 43
 - I. 2026-2027 T-TESS Appraisers 97
 - J. 2026-2027 T-TESS Calendar 99
 - K. BSN Sports Agreement 102
 - L. Purchase Over \$50,000 for NWEA Measures of Academic Progress (MAP) 107
 - M. Voluntary Separation Agreement with Former Superintendent (J.B)
7. Review and Discuss 2026-2027 Budget for Improved Student Outcomes 109
8. Consider and Approve 2026-2027 District Contributions for Health Insurance 110
9. Closed Session

The Board of Trustees reserves the right to enter into a closed meeting at any point in the meeting, which is permitted by Texas Government Code, Section 551.101-551.071-551.076, 551.082, and Texas Education Code, Section 39.096. The Board of Trustees reserves to take action in the open portion discussed in closed meeting.
10. Announcements
11. Adjournment

Josie Gutierrez, Superintendent

The Board of Trustees reserves the right to enter into a closed meeting at any point in the meeting, which is permitted by Texas Government Code, Sections 551.101-551.071-551.076, 551.082, and Texas Education Code, Section 39.096. The Board of Trustees reserves to take action in the open portion discussed in closed meeting.

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Special Recognitions

Contact Person: Herman Pereira

Presented for: Recognition Only

Supporting Documents: None

Background Information:

Ceremonial Oath of Office – Chief of Police

The Board of Trustees will recognize the ceremonial Oath of Office for Chief of Police, Donnie Ramsey.

With more than 23 years of law enforcement experience, Chief Ramsey brings extensive expertise in school safety, emergency preparedness, and police administration. A Master Peace Officer with specialized training in school-based law enforcement, behavioral threat assessment, and mental health, he has dedicated his career to creating safe and supportive learning environments. Chief Ramsey is recognized for his collaborative leadership, strong ethical standards, and commitment to building positive relationships with students, staff, families, and the community.

The ceremonial oath recognizes his commitment to serving the district with integrity and professionalism while reinforcing the Board's commitment to providing a safe and secure learning environment for all students and staff.

Fiscal Implications:

None

Administrative Recommendation(s):

For discussion only

CONNALLY INDEPENDENT SCHOOL DISTRICT

Board Meeting Minutes

Regular Board Meeting, June 23, 2026 - 5:30 P.M.

Connally Administrative Office

200 Cadet Way

Waco, TX 76705

Board Members Present:

Matthew Stufflebeam

Linda Lindsey Peoples

Carla Thomas

Board Members Absent:

Call to Order:

Matthew Stufflebeam, Board President, called the meeting of the Connally Independent School District Board of Trustees to order at 5:30 P.M. He stated that a quorum of the Board Members was present, that the meeting had been duly called, and notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Invocation and Pledge:

The Board led the Pledge of Allegiance and Linda Lindsey Peoples led the invocation.

Public Comments Regarding Items on the Agenda:

None

Superintendent's Report

Summer Consolidation Update

Dr. Gutierrez provided an update on the district's elementary school consolidation for the 2026-2027 school year. Due to a lack of space and the maximum occupancy limitations, Pre-K and Kindergarten students will temporarily remain at the former Early Childhood Center while enrollment is monitored at the beginning of the school year. The former fourth and fifth grade cafeteria will continue to be utilized, several DAEP classrooms will be relocated to better learning spaces, and a School Resource Officer will be hired to support both campuses. Administration will continue communicating updates regarding the consolidation plan with staff, parents, and the community.

Summer School Update

Dr. Gutierrez reported that the district successfully completed its End-of-Course and bilingual summer school programs and is currently operating a 14-day summer school session with approximately 150 students attending daily. This summer school is serving as the pilot implementation of the district's new Cadet Academy instructional model, allowing staff to practice before the start of the school year. Students have responded positively to the program, and teachers are citing positive instructional support.

The State of Reading

Dr. Gutierrez shared the district's reading data, emphasizing that improving literacy is the district's highest priority. She stressed the importance of ensuring students achieve reading proficiency by third grade and outlined plans to strengthen literacy through daily high-quality instruction, targeted interventions, extended learning opportunities, and increased reading and writing across all content areas. District leadership will closely monitor individual student reading data to ensure instructional decisions are driven by student needs and academic growth.

Future of Connally ISD

Dr. Gutierrez shared the district's vision for improving student outcomes and rebuilding community confidence. She discussed the urgency of addressing persistent academic challenges, and emphasized the need to establish consistent instructional systems, accountability, and a culture of high performance throughout the district.

Student Outcomes

Preliminary STAAR Grades 3-8 and STAAR EOC (End-of-Course) Data

Dr. Hosick presented the preliminary 2026 STAAR Grades 3-8 and End-of-course (EOC) results, comparing Connally ISD's performance to regional and state averages. Additionally, student demographic data was presented to highlight performance trends among student groups and support ongoing efforts to monitor academic outcomes and educational equity. District and campus leaders will continue to analyze assessment outcomes to identify areas of strength, opportunities for growth, and priorities for instructional planning and student support for the upcoming school year.

2026-2027 Cadet Academy Model

Dr. Taylor presented an overview of the 2026-2027 Cadet Academy instructional model, which is designed to accelerate student achievement through high-quality instruction, daily formative assessments, and targeted interventions. Dr. Whitaker also presented an overview of the district's after-school enrichment program, which will offer academic support and student-selected enrichment opportunities to further promote student engagement.

Information Items/Reports

- Public Notification for 2026-2027 ESSA Consolidated Federal Grant Application

Consent Agenda

- Board Meeting Minutes for Special Board Meeting on May 12, 2026
- 2026-2027 Compensation Plan
- Recruitment/Retention Incentives for the 2026-2027 School Year
- Renewal of Service Agreement with Texas Rural Student Transportation for the 2026- 2027 School Year
- Records Management Officer for Connally ISD in Accordance with Policy CPC (Local)
- Consolidation of Connally Early Childhood Center, Connally Primary, and Connally Elementary
- Signature Card Updates with American Bank

Board President, Matthew Stufflebeam entertained a motion to approve the consent agenda as presented. Carla Thomas made a motion to approve all consent agenda items, second by Linda Lindsey Peoples. The motion passed unanimously.

Review and Discuss and Take Appropriate Action Regarding the Superintendent's Contract

Dr. Gutierrez was appointed the Superintendent of Connally ISD by the Commissioner of the Texas Education Agency in May 2026. Board President, Matthew Stufflebeam entertained a motion to approve the Superintendent Contract. Linda Lindsey Peoples made a motion to approve the Superintendent contract as written, seconded by Carla Thomas. The Board approved the Superintendent's contract by unanimous vote. Following the approval, Dr. Gutierrez thanked the Board, staff, and community for their confidence and support. She reaffirmed her commitment to improving student outcomes at Connally ISD.

Announcements

Hermann Pereira, Director of Communications, shared the following announcements:

- 6/15-7/2 - Summer School
- 7/3 - District Closed
- 7/6-7/24 - Summer Reading Program
- 7/6-7/23 - Athletics Strength and Conditioning
- 7/8 - Mobile Distribution Shepherd's Heart
- 7/16-7/18 - Blue Angels Dance Camp
- 7/24 - Regular Board Meeting

Adjournment

The meeting was adjourned at 6:44 P.M.

Board President

Board Secretary

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Amendments to the Budget 2025-2026

Contact Person: Pam Hunter

Presented for: Action

Supporting Documents: Attached

Background Information:

Under TEC § 44.006 and Board Policy CE (LOCAL), the board must formally vote to approve the budget amendments to the functional categories of the adopted budget prior to the expenditure of funds.

The administration would like to amend the following functions. Function 12 – Instructional Resources and Media for the organization of the libraries due to the reorganization of the campuses and Function 95 – Payments to JJAEP – for charges for students enrolled in the JJAEP.

Function 12 - \$8,000 Increase

Function 95 - \$7,000 Increase

Fund Balance - \$15,000 Decrease

Fiscal Implications:

\$15,000 reduction from fund balance

Administrative Recommendation(s):

The administration recommends the Board of Trustees approve the budget amendment as presented.

Connally ISD

Statement of Revenues and Expenditures

General Fund

Budget Amendment - July 23, 2026

Unaudited

<u>Description</u>	<u>2025-26</u>	<u>2025-26</u>	<u>2025-26</u>	<u>2025-26</u>
	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Amendment</u>	<u>Revised Budget</u>
5700 Local and Intermediate Sources	\$ 8,874,056	\$ 9,991,889	\$ -	\$ 118,895
5800 State Program Revenue	\$ 17,563,861	\$ 17,563,861	\$ -	\$ 840,740
5900 Federal Program Revenue	\$ 375,875	\$ 375,875	\$ -	\$ 25,241
Total Revenues	\$ 26,813,792	\$ 27,931,625	\$ -	\$ 984,875

<u>Function</u>	<u>Description</u>				
11	Instructional	\$ 14,742,625	\$ 14,717,625		\$ 14,717,625
12	Instructional Res & Media Svcs	\$ 79,293	\$ 79,293	\$ 8,000	\$ 87,293
13	Curriculum Development & Staff	\$ 365,231	\$ 365,231		\$ 365,231
21	Instrucional Leadership	\$ 236,982	\$ 236,982		\$ 236,982
23	School Leadership	\$ 2,089,701	\$ 2,089,701		\$ 2,089,701
31	Guidance, Counseling, & Eval	\$ 1,387,537	\$ 1,387,537		\$ 1,387,537
32	Social Work Services	\$ 1,500	\$ 1,500		\$ 1,500
33	Health Services	\$ 231,515	\$ 231,515		\$ 231,515
34	Student Pupil Transportation	\$ 2,022,000	\$ 2,032,000		\$ 2,032,000
36	Co-Curricular Extracurricular	\$ 1,626,937	\$ 1,651,937		\$ 1,651,937
41	General Administration	\$ 1,523,397	\$ 1,558,397		\$ 1,558,397
51	Plant Maintenance & Operations	\$ 3,303,020	\$ 3,398,020		\$ 3,398,020
52	Security & Monitoring	\$ 579,768	\$ 579,313		\$ 579,313
53	Data Processing	\$ 177,334	\$ 207,789		\$ 207,789
61	Community Services	\$ 2,500	\$ 2,500		\$ 2,500
71	Debt Services	\$ 66,000	\$ 66,000		\$ 66,000
81	Facilities Acquisition & Const	\$ 15,000	\$ 1,605,367		\$ 1,605,367
93	Member District Of Shared Serv	\$ 15,000	\$ 15,000		\$ 15,000
95	Payments To JJAEP	\$ 35,000	\$ 55,000	\$ 7,000	\$ 62,000
99	Other Intergovernmental Charge	\$ 113,000	\$ 113,000	\$ -	\$ 113,000
Total Expenditures	\$ 28,613,340	\$ 30,393,707	\$ 15,000	\$ 30,408,707	

Excess (Deficiency) of Revenues over (Under) Expenditures	\$ (1,799,548)	\$ (2,462,082)	\$ (15,000)	\$ (29,423,832)
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Operating Transfers In				
Operating Transfers Out				

Excess (Deficiency) of Revenues over (Under) Expenditures After Transfers	\$ (1,799,548)	\$ (2,462,082)	\$ (15,000)	\$ (29,423,832)
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Notes: Function 12 - reorganization of the libraries
Function 95 - JJAEP charges

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Purchase Over \$50,000 for ILO Group

Contact Person: Dr. Amy Hosick

Presented for: Action

Supporting Documents: Attached (Statement of Work)

Background Information:

In the Life Of (ILO) Group, an educational consulting group, will provide Curriculum Implementation Support as part of the Effective District Framework Accelerator (EDFA). Specifically, ILO will provide support for the district's curriculum materials implementation process which includes 1) program and curriculum launch, 2) monthly professional learning content development, 3) on-site implementation support and calibration, and 4) virtual coaching and strategic support. The district will use the 2026-2027 EDFA Instructional Leadership Support Grant to cover the costs of professional and contracted services.

Fiscal Implications:

\$256,538.00 Effective District Framework Accelerator Instructional Leadership Support Grant

Administrative Recommendation(s):

The administration recommends that the Board of Trustees accept the ILO purchase as presented.

STATEMENT OF WORK

Curriculum Implementation Support

Proposal

PREPARED FOR Connally ISD **PREPARED BY** ILO Group **DATE** June 2026

OVERVIEW

This document outlines ILO Group's proposed approach to partner with Connally ISD to support the implementation and continuous improvement of the Effective District Framework Accelerator academic program and curriculum materials. The sections below detail our understanding of the work, proposed scope, timeline, and investment.

ABOUT ILO GROUP

Today's education leaders are facing unprecedented and increasingly complex challenges, and the stakes have never been higher. At ILO Group, we believe in the power and importance of leaders in moving the needle. We also believe that for leaders to succeed, they must be supported in their work.

ILO Group is a proudly women-owned education strategy and advocacy firm. We are a dedicated team of strategic partners and specialists who support school districts and states in executing their biggest bets and highest-priority efforts. Our name, ILO Group, stands for In the Life Of: we work as members of our partners' teams, operating side-by-side with the country's leading educators, experts, and government partners.

Our work is as expansive as our partners' ambitions are bold: we provide leadership development, comprehensive project management and implementation support, systems transformation, and more. We enable education leaders to be the catalyst for enduring change that benefits their students, schools, and communities. **We've proudly supported state and district leaders who serve 1 in 2 students in America.**

THE WORK AHEAD

Our proposed engagement is organized into focused workstreams that build on one another to deliver durable outcomes. Each workstream is anchored by clear deliverables, a defined owner, and shared accountability with the Connally ISD team. In addition to the activities outlined below, ILO will provide ongoing program management, project coordination, and administrative support necessary to ensure effective execution, communication, scheduling, stakeholder engagement, progress monitoring, and overall implementation success.

01 Professional Learning - Program and Curriculum Launch

ILO will develop, facilitate, and support district leaders to redeliver professional learning sessions designed to ensure the effective launch of selected curriculum materials and the academic program.

Key Deliverables

- Academic program and curriculum launch session development and facilitation
- Trainer of trainer materials to support session redelivery
- District coaching and support for session customization and redelivery
- Co-delivery or support with session delivery for high-impact content and instructional sessions

02 Monthly Professional Learning Content Development

ILO will develop, facilitate, and disseminate monthly professional learning sessions to support the continuous improvement of instructional practices, including supporting district leaders to redeliver session content. Session content will be informed by selected curriculum network data roll-ups and district reflection.

Key Deliverables

- Monthly professional learning session materials designed for redelivery to campus principals
- Trainer of trainer materials to support session redelivery
- District coaching and support for session customization and redelivery
- Develop and distribute Math and RLA content and instructional resources for leaders and teachers, including instructional video capture

03 On-site Implementation Support & Calibration

ILO will partner with district leadership to provide strategic support, including co-facilitating instructional coaching cycles and observations, ensuring rigorous alignment with the specialized math and RLA pedagogical models, and informing critical continuous improvement cycles for instructional supports and curriculum products.

Key Deliverables

- Monthly site visits and instructional walkthroughs
- Pre-visit planning and post-visit debriefs

04 Virtual Coaching and Strategic Support

ILO will partner with district leadership to provide strategic support and ongoing virtual coaching with a CAO/CSO or district leader or lead team responsible for implementing program model elements.

Key Deliverables

- Virtual coaching calls twice per month

PROPOSED TIMELINE

The timeline below reflects our recommended sequencing across the engagement period. Specific dates and milestones will be finalized during kickoff.

ACTIVITIES	JUNE - JULY	AUG - SEPT	OCT - DEC	JAN - MAY
Professional Learning - Launch				
Monthly PD Sessions				
On-site Implementation Support				
Virtual Coaching and Support				

Legend: *Shaded cells indicate active work during the corresponding month.*

PRICING AND PAYMENT TERMS

Based on the activities and assumptions outlined in this proposal, ILO Group is pleased to share the total investment for this engagement as **\$256,538**. Project-related travel costs are included in the engagement's total investment. Invoices will be issued quarterly, with the first invoice due upon execution of this Statement of Work.

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Memorandum of Understanding (MOU) between Mentoring Alliance and Connally ISD

Contact Person: Hermann Pereira

Presented for: Action

Supporting Documents: Attached

Background Information:

The proposed Memorandum of Understanding between Connally ISD and Mentoring Alliance continues a collaborative partnership to provide after-school programming for students during the 2026–2027 school year. Under the agreement, Mentoring Alliance will provide trained staff, curriculum, program materials, student supervision, registration, and liability coverage, while Connally ISD will provide campus facilities, operational support, and access necessary for program implementation. The MOU establishes the framework for the partnership, outlines the responsibilities of each organization, and confirms that no transfer of district funds is required under the agreement. This partnership expands quality after-school opportunities that promote students' academic readiness and emotional resilience while supporting the district's commitment to student success.

Fiscal Implications:

None

Administrative Recommendation(s):

The administration recommends that the Board of Trustees accept the signed Memorandum of Understanding between the Mentoring Alliance and Connally ISD as presented.



MENTORING ALLIANCE

AFTER SCHOOL • SUMMER CAMPS • MENTOR CONNECT

To: Dr. Josie Gutierrez, Superintendent
From: Justin Hardegree, Executive Director for Greater Waco
Subject: Memorandum of Understanding for 2026-2027 school year
Date: July 2, 2026

This Memorandum of Understanding (the Memorandum) is made on this day, July 2, 2026, by and between Connally Independent School District, of 200 Cadet Way, Waco, TX 76705, hereinafter referred to as Connally ISD and Mentoring Alliance, of 1227 N. Valley Mills, Ste. #235, Waco, TX 76710, hereinafter referred to as MA. MA is comprised of three unique yet overlapping programs. They are: Mentoring Alliance Summer Camps program hereinafter referred to as Summer Camp, Mentoring Alliance After School program hereinafter referred to as After School and Mentoring Alliance Mentor Connect hereinafter referred to as Mentor Connect.

This Memorandum is for the purpose of achieving the various aims and objectives relating to After School and Mentor Connect.

WHEREAS Connally ISD and MA desire to enter into an agreement in which Connally ISD and MA will work together to complete After School and Mentor Connect hereinafter known as the Projects;

AND WHEREAS Connally ISD and MA are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agrees are necessary to complete the Projects;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding After School between Connally ISD and MA.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united, visible and responsive leadership of the Projects and to demonstrate financial, administrative and managerial commitment to the Projects by means of the following individual services.

Mentoring Alliance After School Cooperation

The activities and services for the Project shall include, but not limited to:

A. Services to be rendered by Connally ISD include:

1. Provide schools as operational facilities for After School
2. Provide campus principal or designee as contact person in case of emergency or incidents that may arise
3. Provide bus transportation for students/staff in case of a mandatory mobile evacuation from the campus site
4. Provide adequate storage space to secure materials for daily use
5. Provide pertinent student data information for program evaluation purposes
6. Provide Wi-Fi internet access for administrative purposes only
7. Provide appropriate building access to staff (if possible, key card access preferred)
8. Provide approval for the After School to serve meals/snacks to its students during the 24.5 weeks of programming

B. Services to be rendered by Mentoring Alliance include:

1. Provide an excellent after-school program focused on MA's 3 Priority Outcomes: Vibrant Faith, Academic Readiness, and Emotional Resilience
2. Provide well-trained staff, supplies, and materials needed for the program, and proper supervision of students at all times

3. Provide a contact person in case of emergency or other incidents that may arise
4. Provide advertisement and registration for After School
5. Provide reimbursement for any damages to facilities, equipment, or school property caused by After School
6. Provide advance notice of any cancellations of programs

C. Curriculum approval

Connally ISD has determined that the curriculum developed by Mentoring Alliance After School is in accordance with DFPS Licensing exemption criteria 40 Texas Administrative Code (TAC) §745.119 (3).

"Before and/or After-School Child Day-Care Operated by a Contracted Entity"

Also, in accordance with the exemption by the TEA Texas Human Resources Code Chapter 42.041 b.#7.

"a before-school or after-school program operated directly by another entity under contract with the educational facility, if the Texas Education Agency, the Southern Association of Colleges and Schools, or the other accreditation body, as applicable, has approved the curriculum content of the before-school or after-school program operated under the contract;"

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Projects and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Projects.

Liability

Mentoring Alliance shall maintain liability insurance in the amount of at least \$1,000,000.00 to protect the participants in the program while they are on the premises. Connally ISD shall not be liable for any injury or harm caused or occasioned by Mentoring Alliance to any participant or staff member of the program, and Mentoring Alliance herein agrees to indemnify and hold harmless Connally ISD against any claims that may be asserted against Connally ISD for bodily injury, accident or death involving any participant or staff member of Mentoring Alliance, to the extent caused by Mentoring Alliance.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to the Projects, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Projects.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Texas.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- A. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- B. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- C. To the extent possible, each Partner will participate in the development of the Projects.
- D. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contributions of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- E. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- F. This Memorandum will be effective upon the signatures of both Partners.
- G. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of Mentoring Alliance After School:

Signatories

This Agreement shall be signed on behalf of Connally Independent School District by Dr. Josie Gutierrez, Superintendent, Connally ISD and on behalf of Justin Hardegree, Executive Director for Greater Waco. This Agreement shall be effective as of the date first written above and renewed annually.

Dr. Josie Gutierrez, Superintendent
Connally Independent School District

Date

Justin Hardegree, Executive Director for Greater Waco
Mentoring Alliance

Date

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Memorandum of Understanding (MOU) between Heart of Texas Goodwill Industries and Connally ISD

Contact Person: Hermann Pereira

Presented for: Action

Supporting Documents: Attached

Background Information:

The proposed agreement between Connally ISD and Heart of Texas Goodwill Industries establishes a partnership to provide career training, employment readiness, and wraparound support services for participating students through Goodwill's Youth Employment Program (YEP) during the 2026–2027 school year. Goodwill will provide job skills instruction, case management, resource navigation, and family engagement, while Connally ISD will identify eligible students and provide space for program staff and training activities. The agreement also includes strict student confidentiality requirements and data sharing to measure program outcomes. This partnership expands career readiness opportunities while connecting students and families with valuable community resources.

Fiscal Implications:

None

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the Memorandum of Understanding between the Heart of Texas Goodwill Industries and Connally ISD as presented.



Heart of Texas Goodwill Industries, Inc.

Serving the community since 1955



Agreement Between Connally Independent School District and Heart of Texas Goodwill Industries, Inc. 2026-2027

Connally Independent School District (CISD) and Heart of Texas Goodwill Industries, Inc. agree to jointly provide training and support services to students during the 2026-2027 school year. CISD students who choose to participate will be enrolled in Goodwill Youth Employment Program (YEP).

Heart of Texas Goodwill Industries, Inc. agrees to provide the appropriate personnel to teach specific job skills to the students along with the necessary facilities, materials, and equipment needed for the training. Goodwill also agrees to provide a staff member to case manage and provide wrap around supports to the students enrolled in the program. Additionally, Goodwill agrees to participate in resource fairs and other family engagement events to provide resource navigation and information about Goodwill services to student's families and other support systems.

CISD agrees to refer students to the Goodwill's program according to each student's interest and ability to participate. CISD will provide office space for the Goodwill staff member to utilize to meet with students and training space for group classes as needed and per an agreed upon schedule.

The Goodwill program agrees that its employees and volunteers will maintain the confidentiality of information from student records to which they may be granted access and further agrees that its employees and volunteers will not reveal information from student records to any individual other than CISD employees without the express written consent of CISD.

Goodwill agrees to share baseline data and program outcomes with CISD. Data reports will be housed in Heart of Texas Goodwill's Salesforce data system.

This contract is subject to renegotiation if required during the year, upon mutual agreement.

The agreement may be terminated by either party upon thirty days' written notice to the other party of its intent to terminate this agreement.

This agreement may only be amended by written agreement between the respective parties.

Superintendent or Designee
Connally Independent School District

Vice President of Mission Advancement
Heart of Texas Goodwill Industries, Inc.

Date

Date

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Memorandum of Understanding (MOU) between McLennan County Challenge Academy and Connally ISD

Contact Person: Dr. Norbert Whitaker

Presented for: Action

Supporting Documents: Attached

Background Information:

Chapter 37 of the Texas Education Code requires independent school districts located in counties with populations exceeding 125,000 to collaborate with the county juvenile board to provide a Juvenile Justice Alternative Education Program (JJAEP) for students who are expelled. Texas Education Code Section 37.011(k) further requires the district and the county juvenile board to establish a Memorandum of Understanding (MOU) outlining each party's responsibilities for the operation and funding of the program.

Approval of this MOU ensures the district remains in compliance with state law and provides for the uninterrupted educational placement of students who are expelled, as required under Texas Education Code Sections 37.010 and 37.011 and Board Policy FOD (LEGAL).

Fiscal Implications:

The cost of McLennan County Challenge Academy services will be included in the 2026-2027 proposed budget.

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the 2026-2027 McLennan County Challenge Academy Memorandum of Understanding as presented.

2026-2027
INTERLOCAL COOPERATION CONTRACT/MEMORANDUM OF UNDERSTANDING
FOR THE OPERATION
OF THE McLENNAN COUNTY CHALLENGE ACADEMY
TO PROVIDE
ALTERNATIVE EDUCATION PROGRAMS

This Interlocal Cooperation Contract/Memorandum of Understanding is made by and between the McLennan County Juvenile Board, Waco ISD (as fiscal agent and as a participating school district), and each of the independent school districts of McLennan County, Texas who are signatories to this agreement as set forth below, pursuant to V.T.C.A. Education Code, Chapter 37 and the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 upon the following terms and conditions:

- (1) **Purpose:** The purpose of this Agreement is to govern and operate the McLennan County Challenge Academy (hereinafter “Academy”) and to provide education services including a juvenile justice alternative education program (JJAEP), and an Alternative Education Program (AEP) for students, school districts and the juvenile board in McLennan County, Texas pursuant to V.T.C.A. Education Code Chapter 37.
- (2) **Governance:** The Academy shall operate independent and apart from the parties to this agreement and shall not be a political subdivision, subsidiary, joint venture, or partnership of McLennan County or the McLennan County Juvenile Board. The governance of the Academy shall be as set forth in Attachment “1” titled Governance Structure for the McLennan County Challenge Academy, and the laws of the state of Texas, including but not limited to the Texas Education Code and regulations of the State Board of Education and/or the Texas Juvenile Justice Department. All terms and conditions in Attachment “1” are incorporated by reference herein and made a part hereof, the same as if copied into this contract verbatim.
- (3) **Services, Terms, Rights and Duties:** The general services, terms, rights and duties addressed and/or created hereby are as set forth in Attachment “2” hereto, which is incorporated by reference herein. McLennan County and the Juvenile Board shall not, and do not by the execution of this Agreement assume any responsibility to participate financially, legally or otherwise in the education process and the business of the school districts and their students except for those obligations specifically mandated by statute involving certain expelled students or adjudicated delinquents.
- (4) **Payment for Services:** Payment for services hereunder will be made from current revenues of the paying party. Payment for services shall be made as set forth in Attachment “2”. The parties understand, acknowledge and agree the payments provided for in Attachment “2” are in an amount which will fairly compensate McLennan County Challenge Academy and Waco ISD, as fiscal agent for the services provided hereunder.
- (5) **Term:** This Agreement shall become effective August 1, 2026 and shall remain in force unless terminated by the mutual agreement of the parties.
- (6) **Authorization:** This agreement has been authorized by the McLennan County Juvenile Board and by the Board of Trustees of each school district who is a party to the agreement.

**McLENNAN COUNTY
JUVENILE BOARD**

By: _____
(Name) (Title)

Date: _____

**WACO ISD (Fiscal agent and
Participating School District)**

By: _____
(Name) (Title)

Date: _____

AXTELL ISD

By: _____
(Name) (Title)

Date: _____

BOSQUEVILLE ISD

By: _____
(Name) (Title)

Date: _____

BRUCEVILLE-EDDY ISD

By: _____
(Name) (Title)

Date: _____

CHINA SPRING ISD

By: _____
(Name) (Title)

Date: _____

CONNALLY ISD

By: _____
(Name) (Title)

Date: _____

CRAWFORD ISD

By: _____
(Name) (Title)

Date: _____

GHOLSON ISD

By: _____
(Name) (Title)

Date: _____

HALLSBURG ISD

By: _____
(Name) (Title)

Date: _____

LA VEGA ISD

By: _____
(Name) (Title)

Date: _____

LORENA ISD

By: _____
(Name) (Title)

Date: _____

MART ISD

By: _____
(Name) (Title)

Date: _____

McGREGOR ISD

By: _____
(Name) (Title)

Date: _____

MIDWAY ISD

By: _____
(Name) (Title)

Date: _____

MOODY ISD

By: _____
(Name) (Title)

Date: _____

RIESEL ISD

By: _____
(Name) (Title)

Date: _____

ROBINSON ISD

By: _____
(Name) (Title)

Date: _____

VALLEY MILLS ISD

By: _____
(Name) (Title)

Date: _____

WEST ISD

By: _____
(Name) (Title)

Date: _____

Attachment “1”

GOVERNANCE STRUCTURE

FOR THE

McLENNAN COUNTY CHALLENGE ACADEMY

On or about December 1, 1995, an interlocal agreement defining the responsibilities and duties of the eighteen (18) public schools of McLennan County and the McLennan County Juvenile Board was signed bringing into existence the **McLennan County Challenge Academy** (MCCA or Academy). This collaboration created and is operating an alternative education program (AEP) and a Juvenile Justice Alternative Education Program (JJAEP).

The Academy’s Governance Board

MCCA will be governed by a Governance Board as set forth below:

A eleven (11) member Governance Board of the McLennan County Challenge Academy shall be formed and constituted as follows:

Chairperson: The chairperson of the McLennan County Juvenile Board (or an appointed representative thereof) shall serve as a chairperson for the MCCA Governance Board. The chairperson of the MCCA Governance Board shall have a vote. Said vote may be counted as two votes in the event of a tie vote in order to break the tie.

Member-McLennan County Juvenile Probation Department: The Chief Probation Officer of the MCJPD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member Fiscal Agent ISD: The Superintendent of Schools or his/her designee for the district serving as fiscal agent for the MCCA shall serve as a voting member of the MCCA Governance Board. The fiscal agent for 2026-2027 is Waco ISD.

Member-La Vega ISD: The Superintendent of Schools of La Vega ISD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member-Midway ISD: The Superintendent of Schools of Midway ISD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member Zone I: One Superintendent annually elected from the schools in Zone I shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone I are: Bosqueville ISD, Gholson ISD, West ISD, and Connally ISD.

Member Zone II: One Superintendent elected from the schools in Zone II shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone II are: Robinson ISD, Axtell ISD, Mart ISD, Hallsburg ISD, and Riesel ISD.

Member Zone III: One Superintendent elected from the schools in Zone III shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone III are: China Spring ISD, Crawford ISD, McGregor ISD, Lorena ISD, Bruceville-Eddy ISD, and Moody ISD.

Member At-Large Representing the Minority Community: One representative from the Hispanic community of McLennan County shall be named by the Chairman of the Juvenile Board. Each representative will serve a one-year term as a voting member of the MCCA Governance Board.

Member At-Large Representing the Minority Community: One representative from the African-American community of McLennan County shall be named by the Chairman of the Juvenile Board. Each representative will serve a one-year term as a voting member of the MCCA Governance Board.

Member At-Large Representing McLennan County: One voting member of the MCCA Governance Board shall be selected annually from the residents of McLennan County. The Chairman of the Juvenile Board shall select this representative. The representative will serve a one-year term as a voting member of the MCCA Governance Board.

The eleven (11) member Governance Board shall serve as the legally constituted governing body for the McLennan County Challenge Academy. Those members who are annually appointed or elected shall be so elected or appointed by July 1 of each calendar year. The Chairperson of the Governance Board may cast a tie-breaking vote if the ISDs in any Zone otherwise cannot select a superintendent to represent the Zone on the Board. The one-year term for those members shall run from July 1 of the current year to June 30 of the following year.

The Academy's Governance Board shall meet at the call of the Chairperson, the Superintendent of the fiscal agent, or upon the written request of any two members of the Board delivered to the Chairperson. The Board shall conduct business, act and proceed in accordance with the laws of the state of Texas including the Texas Education Code, the Texas Family Code, the policies, rules, regulations, and standards of the Texas Juvenile Justice Department, the regulations of the State Board of Education, and the policies, rules and regulations adopted by the Academy's Governance Board. The Board shall conduct business in accordance with the Roberts Rule of Order unless inconsistent with this Governance Structure, state laws or policies, rules or regulations adopted by the Board.

Six members of the Board must be present to constitute a quorum. The board shall act or proceed by and through resolutions, motions or orders adopted or passed by the Board and the affirmative votes of a majority of all members of the Board shall be required to adopt or pass a motion, resolution or order.

The duties of the Academy's Governance Board shall include but not be limited to:

- (1) The selection and recommendation for employment of the MCCA Director of Operations. The Director of Operations will become legally employed by the fiscal agent, Waco ISD, and must be formally approved by the Waco ISD Board of Trustees. Employees of the MCCA shall be governed by the policies and procedures of the employing school district.
- (2) The approval of Operating Policies and Procedures for MCCA.
- (3) The approval of an annual operating budget including the establishment of annual per student rate charged to each member school district for students served by the MCCA and reimbursement to the fiscal agent for its expenses in acting as fiscal agent.
- (4) The approval of a McLennan County Student Code of Conduct. As set out in the Texas Education Code, Chapter 37, this overarching Student Code of Conduct shall be approved by the Juvenile Board and shall become the guiding code of conduct for the placement of students in the MCCA.
- (5) The approval of contractual or unbudgeted purchases necessary to the effective operation of the MCCA.
- (6) Other policies or procedures as appropriate to the governance of the MCCA and as necessary to obtain approval of the Texas Juvenile Justice Department.

Attachment "2"

SERVICES, DUTIES, COMPENSATION AND FUNDING, OPERATIONS, RIGHTS, AND RESPONSIBILITIES

1. Funding of Academy.

- (a) Funding for Juvenile Justice Alternative Education Program (JJAEP): Pursuant to §37.011 of the Education Code, the Juvenile Board is required to provide a JJAEP for students who have been found to have engaged in conduct described in §37.007 and §37.0081 of the Education Code. The Academy will meet this requirement for the Juvenile Board by providing a JJAEP as part of the Academy system. For those students whose expulsion was **discretionary** (§37.007 (b), (c), (f), and §38.0081 of the Education Code), the JJAEP placement shall be funded by the ISD receiving ADA funding and if the student is not enrolled, the residing address determines the school district responsible for funding the student placed in the JJAEP based on a rate established by the Academy's Governance Board. For those students **placed** by the ISD as registered sex offenders (§37.301-§37.311 of the Education Code) the placement shall be funded by the ISDs having students placed in the JJAEP based on a rate established by the Academy's Governance Board. For those students adjudicated for delinquent conduct who are **judicially placed** in the JJAEP, the placement shall be funded by the ISDs having students placed in the JJAEP based on a rate established by the Academy's Governance Board. The established daily rate for the JJAEP for the 2026-2027 school year is \$99.00 per day for each day the student is in attendance. For those students whose expulsion was **mandatory** (§37.007 (a), (d), and (e) of the Education Code), the JJAEP placement shall be funded by the McLennan County Juvenile Board with funds provided contractually through the Texas Juvenile Justice Department. The revenue source for the JJAEP shall be kept separately by the fiscal agent. In addition to any other funding or payment obligations under this Agreement, if any, all school districts who are party to this Agreement shall pay an annual participation fee of \$1,500 dollars to support program operations. If a school district does not pay the annual participation fee of \$1,500 dollars by the annual deadline established by the Academy's Governance Board, then the established daily rate for the JJAEP for the 2026-2027 school year for that school district shall be \$198.00 per day for each day the student is in attendance.
- (b) Funding for Alternative Education Programs (AEP): Programs for students residing in the Logue Juvenile Detention Center will be provided at the Logue Center in accordance with the existing practice of providing education programs and staff at the detention facility, at the expense of and with the cooperation of the Independent School Districts (hereinafter "ISD"). Each ISD shall allocate and pay to the Academy for the provision and operation of the AEP a daily sum determined pursuant to a rate adopted by the Academy's Governance Board (subject to adjustment by the MCCA Governance Board within said year) during each calendar year of this Agreement. The rate established, and the sum arrived at by application thereof, must be at least equal to the amount required by Chapter 37, Education Code. The established daily rate for the AEP (Logue Detention Center) for the 2026-2027 school is \$77.00 per day for each day the student is in attendance. Each ISD shall be billed monthly for every day of attendance by the ISDs' students enrolled in the Academy. AEP placement shall be funded by the ISD receiving ADA funding. If the student is not enrolled, the residing address determines the school district responsible for funding the student placed in the AEP. In addition, La Vega ISD makes available to MCCA Title One, Part D, Sub Part 2 funds for instructional materials.

- (c) Payments. Monthly payments shall be made to the Waco ISD, as the fiscal agent for the Academy (or any successor Fiscal Agent) not later than the tenth (10th) day of the month following the date of billing. The payment should be sent to the Assistant Superintendent for Business and Support Services at Waco ISD, P.O. Box 27, Waco, Texas, 76703. Deficiency payment after adjustment shall be sent to the same officer and address.
- (d) Failure to Pay -- Remedies. In addition to any other remedy available in law or in equity, the Academy shall have the right to refuse to accept students from an ISD if the ISD responsible fails to timely pay amounts due and owing hereunder and continues to fail and/or refuse to pay such amounts after ten (10) days' notice and opportunity to cure.
- (e) No Authority to Bind. The Academy's Governance Board, the parties to this Agreement, the fiscal agent or any officer, employee or agent of any of them shall have no power or authority to bind any party hereto to any obligation made or incurred by any of them or to any obligation, financial or otherwise, arising from their acts or omissions. Any expenditure or obligation with regard to the Academy, beyond that required to be paid hereunder by the ISDs for AEP and JJAEP services to be provided at the Academy, shall not be a responsibility or obligation of any party hereto unless such expenditures or obligations are approved by that party's governing body.
- (f) Student Enrollment. Students shall be enrolled in the ISD in which their parent or guardian resides. If a student moves into a different ISD located in McLennan County, MCCA staff will notify the PEIMS contact designees for both the current (withdrawing) and future (enrolling) ISDs. The future (enrolling) ISD contact will provide MCCA a list of information required to complete the enrollment process and work cooperatively with MCCA to ensure the enrollment is processed in a timely manner. The current (withdrawing) ISD shall agree to carry the student for 10 school days after the date of notification. After 10 school days, the student shall be enrolled in the future (enrolling) ISD and withdrawn from the current district unless the future (enrolling) district produces sufficient evidence to deny residency.
- (g) Extended School Year. Educational services may continue to be offered beyond the regular 180 school year if requested by a member ISD. The established daily rate for extended services is \$86.00 per day for each day the student is in attendance. If the Texas Juvenile Justice Department chooses to fund an extended school year program for students expelled for mandatory reasons, the ISD will not be charged a daily rate for these students.

2. Services.

- (a) Juvenile Justice Alternative Education Programs and Alternative Educational Programs. The Academy will provide AEP and JJAEP programs in accordance with Chapter 37 of the Education Code and the standards and regulations of the State Board of Education and the Texas Juvenile Justice Department. An operations manual and a code of conduct shall be created and adhered to which must be approved by the Academy's Governance Board. The policies and codes for the JJAEP must also be approved by the Juvenile Board. All such policies and codes of conduct are also subject to prior approval of any state agency, board or commission to which such matters are directed to be submitted for approval by Chapter 37 of the Education Code and/or the regulations promulgated thereunder, or under the terms of the grant for this project, or pursuant to any other applicable federal, state, or local law or regulation.
- (b) Supervision and Monitoring of Students in the JJAEP. Expelled or delinquent juveniles may be placed in the Academy's JJAEP only after approval of such program or programs by a vote of the Juvenile Board. In the event of such approval, the Juvenile Board, by and through the Juvenile Probation Department, will provide probation and/or detention officers to monitor the students in the JJAEP. The extent and nature of said monitoring shall lie in the discretion of the Juvenile Board and/or the Chief Probation Officer of the Juvenile Probation Department and shall be subject to availability of existing staff of the Juvenile Probation Department. The provision of these officers is not a guarantee of the security of teachers, Academy personnel or other students. Likewise, these officers are provided solely for the JJAEP, and are not intended to provide detention or security services in any other program.
- (c) Supervision and Monitoring of Students in the AEP. Students placed in the AEP at the Logue Center will be supervised and monitored by detention officers provided by the Juvenile Probation Department, in accordance with the standards of the Texas Juvenile Justice Department.
- (d) Mandatory and Discretionary Grounds for Expulsion. (Subject to legislative change) If a student commits an offense that falls under §37.007(a), (d), or (e), then the ISD by law must expel the student, and the grounds for expulsion are considered **mandatory**. Mandatory offenses are outlined below and Chapter 37 of the Texas Education Code.

MANDATORY GROUNDS FOR EXPULSION:

If a student commits an offense that falls under §37.007(a), (d), or (e), then the ISD by law must expel the student, and the grounds for expulsion are considered **mandatory**. Mandatory offenses include (Subject to change by legislation):

- Bringing to school a firearm as defined by federal law. "Firearm" under federal law includes:
 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 weapon.
 4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

▪ **Using, exhibiting, or possessing the following, as defined by the Texas Penal Code:**

1. A firearm (any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by explosion or burning substance or any device readily convertible to that use).
2. An illegal knife, such as a knife with a blade over 5 ½ inches; hand instrument, designed to cut or stab another by being thrown; dagger, including but not limited to a dirk, stiletto, and poniard; bowie knife; sword; or spear. **OR** Any knife including a pocket knife.
3. A club such 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, including a blackjack, nightstick, mace, and tomahawk.
4. A prohibited weapon, such as an explosive weapon; a machine gun; a short-barrel firearm; a firearm silencer; a switchblade knife; knuckles; armor-piercing ammunition; a chemical dispensing device; or a zip gun.

Behavior containing elements of the following offenses under the Texas Penal Code.

1. Aggravated assault, sexual assault, or aggravated sexual assault.
2. Arson.
3. Murder, capital murder, or criminal attempt to commit murder or capital murder.
4. Indecency with a child.
5. Aggravated kidnapping.
6. Aggravated robbery.
7. Manslaughter.
8. Criminally negligent homicide.
9. Behavior punishable as a felony that involves the selling, giving, or delivering to another person, possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
10. Retaliation against a school employee combined with one of the above-listed offenses on or off school property or at a school-related activity.
11. Continuous sexual abuse of young child or children under Section 21.02, Penal Code.

If a student is expelled from school for an offense that falls under §37.007(b), (c), or (f), then the grounds for expulsion are considered **discretionary**. Discretionary offenses are outlined below.

DISCRETIONARY GROUNDS FOR EXPULSION:

If a student is expelled from school for an offense that falls under §37.007(b), (c), or (f), then the grounds for expulsion are considered **discretionary**. Discretionary offenses include (Subject to change by legislation):

- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.
- 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 on or off school property.
- 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:
 1. 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, if the conduct is not punishable as a felony.
 2. Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
 3. Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
 4. Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
 5. Engaging in deadly conduct.
- **Any of the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:**
 1. Committing aggravated assault, sexual assault, or aggravated sexual assault.
 2. Committing arson.
 3. Committing murder, capital murder, or criminal attempt to commit murder or capital murder.
 4. Committing indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
 5. Committing a felony drug- or alcohol-related offense.
 6. Using, exhibiting, or possessing a firearm (as defined by state law, an illegal knife, a club, or prohibited weapon, or possessing a firearm (as defined by federal law).
- **Engaging in the following conduct no matter where the conduct takes place:**
 1. Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
 2. Engaging in criminal mischief, if not punishable as a felony.

In an emergency, the principal or the principal's designee may order the immediate expulsion of a student for any reason for which expulsion may be made on a non-emergency basis.

The JJAEP program will enroll and serve only students who have been expelled according to the specific reasons stated in §37.007 and §37.0081 of the Education Code. However, if a participating school district allows additional discretionary expulsions through an approved District of Innovation plan and TJJD and TEA approve those expulsions, those students shall be served as discretionary placements.

- (e) Term of Placement for the JJAEP. Each student's term of placement should be clearly expressed as a number of days in the expulsion letter prepared by the expelling ISD. The term of placement will be a flexible term and may be lengthened or shortened according to the policies and procedures outlined in the Student Code of Conduct. If the student is no longer under juvenile court jurisdiction, the juvenile may continue to be served by the JJAEP if the juvenile is not allowed to return to their home district.
- (f) Expelled Students over the Age of 16. Although a student expelled on or after his/her 17th birthday will not enter the Academy through the juvenile probation department, such a student may be served by the JJAEP. If the student is expelled on a **mandatory** basis, he/she must be ordered into the JJAEP by the adult probation department as a condition of probation. The student will remain in the JJAEP for the term of placement described in (e) above, unless otherwise ordered by the adult probation department. If the student is expelled on a **discretionary** basis, he/she may attend the JJAEP, remaining in the program for the term of placement described in (e) above. However, the Academy reserves the right to return a student expelled on a discretionary basis to the ISD if the student persistently refuses to abide by the Academy's Student Code of Conduct.
- (g) Special Education Services. Students with disabilities who are placed in the JJAEP or AEP will be afforded education services determined by a duly constituted Admissions Review and Dismissal (ARD) Committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State Laws. Each ISD will continue to serve as the LEA for each of their students. Each ISD shall remain responsible for making available the special education services necessary to implement the student's Individual Education Plan. Both those educational and non-educational services to be provided in accordance with the student's Individual Education Plan and/or Individual Transition Plan which are not statutorily required to be provided by the JJAEP shall be provided by the school district. The expelling ISD shall provide the JJAEP with reasonable notice of the manifestation ARD and a representative of the JJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the program. A JJAEP representative shall be given an opportunity to attend ARD meetings held for all students currently enrolled. If the Director of Operations has concerns that a student's academic or behavioral needs cannot be met in the program, a written notice will be sent to the student's home ISD requesting an ARD to reconsider the placement of the student in the program.

- (h) Students on Medical Leave. If a student is diagnosed by a physician as physically unable to attend the Academy due to a medical disability, the Academy shall inform the ISD and shall be responsible for securing documentation from the physician. Provision of homebound educational services or other services required by a medical disability shall be the responsibility of the ISD.
- (i) Truancy or Failure to Attend. Expelled students are expected to attend as required by the compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the student's home ISD shall file a complaint against the parent or guardian 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 or guardian fails to require the child to attend school as required by law.
- (j) Transportation. The Academy will not provide transportation services. Member districts have the option of providing transportation services. Each party will bear the responsibility or liability for its own transportation services, and neither the Academy nor any other party hereto shall have any responsibility or liability therefore.
- (k) Transition Services for JJAEP Students. When a student is within 20 days of completion of, or release from, the program, the student begins the process of transition back to the ISD. Academy services to address the transition process include academic counseling, vocational counseling, and individual counseling (when indicated). Academy staff shall notify the school district one week prior to the student's scheduled return to the campus, when possible. Academy staff also facilitates referrals to community agencies and in-school programs when indicated. The Academy will not make decisions regarding the retention or promotion of a student returning to an ISD.
- (l) Maximum Enrollment for the JJAEP. Maximum enrollment for the JJAEP is 70 students. The JJAEP reserves the right to temporarily exceed the maximum enrollment. The JJAEP will guarantee a minimum number of slots for each participating district as set forth in Attachment "3". Slots not utilized may be temporarily filled by students from other participating districts. In the event of overcrowding, the JJAEP reserves the right to return any discretionary student to his or her home district prior to the completion of their term of placement.
- (m) Exceptions to Enrollment and Withdrawal of Discretionary Students. Discretionary students will not be enrolled in the JJAEP or withdrawn to return to their home campus during the two weeks prior to the end of the spring semester nor during any week students of their grade level have state testing scheduled. Discretionary students will not be withdrawn to return to their home campus during the two weeks prior to the end of the fall semester.

(n) Expulsion Packet Requirements. Prior to the enrollment of a student into the JJAEP, the ISD in which the student resides shall provide to MCCA a copy of:

- The order of expulsion including reason for expulsion and term of placement;
- Parent contact information;
- Attendance and disciplinary records;
- Special programs information and appropriate records showing transfer to MCCA including, but not limited to, 504, Special Education, and ESL;
- Transfer grades/average for each class;
- Current transcript for high school students;
- Graduation plan for high school students;
- Most recent report card;
- Immunization record;
- Police offense report if applicable;
- State assessment scores;
- Home language survey.

(o) Placement of Registered Sex Offenders. (Subject to change by legislation) Students may be **placed** by the ISD as registered sex offenders according to §37.301-§37.311 of the Education Code. The placing ISD may substitute the expulsion letter with a letter of placement.

3. Administrative Expenses of Fiscal Agent. The fiscal agent shall be reimbursed at the unrestricted indirect cost rate as approved by the Texas Education Agency for the 2026-2027 fiscal year. Indirect costs will include custodial, security and utility expenses. The fiscal agent shall receive no fee or profit for its activities hereunder other than such expense reimbursement and the promise of each of the parties hereto to cooperate in this project.

4. Insurance. 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. However, the fiscal agent shall, after approval of the Academy's Governance Board, purchase a policy or policies of liability insurance covering the Academy and its Governance Board from liability for acts, omissions or conditions in the operation of the Academy. The policy or policies should cover civil rights and related claims in addition to negligence claims. The parties hereto shall be named as additional insureds. The policy or policies shall be in at least the amount of \$500,000, and shall be written on a "claims made" basis. The premiums for such policy/policies shall be paid out of the AEP and JJAEP funding to the extent not paid from other funding sources, and to the extent such funding is sufficient to cover the costs of the programs and pay the premiums. If sufficient funds are not available to pay the premiums, the ISDs shall pay the premiums based on a formula to be determined by the Academy's Governance Board and submitted to, and approved by the governing bodies of the parties hereto. Adequate provision shall be made for property insurance for building(s) in which the Academy conducts its operations unless the building(s) are leased, and the Academy is not required to provide such insurance or accept the risk of loss under the lease terms. Premiums for such insurance shall be funded in the same manner as set out above with regard to liability insurance.

5. Funding of other necessary expenses/obligations. To the extent that other approved expenses or obligations are incurred in, or are necessary for, the operation of the Academy, that exceed general funding and available grant funding, these expenses or obligations shall be paid by the ISDs on a pro rata basis based on the number of days of student participation in the program by each respective ISD as determined by the Governance Board of the Academy.
6. Assets Upon Dissolution. If a party withdraws from the cooperative agreement, it shall waive its right to retake or recover any assets (or the value thereof) it has provided to the Academy, or for its operations, until such time as the Academy ceases to operate, or ceases to use such assets in its operations. Upon complete dissolution of the Academy, contributed assets shall be the property of the entity which made the contribution. All other assets will be divided by value on the basis of the proportionate funding of the Academy (including the provision of matching funds). For example, if one ISD has paid 25% of the funding of the Academy since its inception, it would be entitled to 25% of the non contributed assets of the Academy operations. The distribution may be in kind, or the assets may be liquidated and sold with the proceeds, after satisfaction of any remaining obligations of the Academy, being distributed on the same basis. The manner of distribution and the plan for proportionate share distribution shall be mediated if the parties cannot reach an agreement thereon. The mediation shall be binding, and shall be conducted by a representative of the Texas Education Agency assigned by the Agency, or an agreed mediator if a TEA representative is not assigned to mediate the matter after a request to the TEA therefore.

Caveat: Assets procured with grant funds shall be the sole property of the Juvenile Probation Department of McLennan County upon dissolution, except to the extent that the grant or applicable law requires otherwise.

7. Grant Funding: A separate contract between the fiscal agent and the Juvenile Board will be entered into with regard to the administration of the grant funding procured by the Juvenile Board from the Criminal Justice Division of the Governor of the State of Texas. All parties agree that the fiscal agent shall provide the grant administration and shall be reimbursed for the costs incurred by it in doing so by the ISDs in the same manner as it is reimbursed for other administrative expenses, unless the grant funding provides for reimbursement of such expenses. The parties also agree that all "matching funds" required under the terms of the grant are to be paid/contributed to the project by the ISDs on agreed proportionate basis from funds generated from student attendance, and that the Juvenile Board shall not be responsible for providing such matching funds. It is further agreed that the grant funds and matching funds shall be used only for the purposes set forth in the grant, and grant application, and shall not be used in any other manner except with the express prior approval of the Juvenile Board, the Governance Board of the Academy, and the Grantor Agency.

Attachment “3”

MINIMUM NUMBER OF JJAEP SLOTS FOR EACH PARTICIPATING DISTRICT*

Axtell	1
Bruceville Eddy	1
Bosqueville	1
China Spring	4
Connally	5
Crawford	1
Gholson	1
Hallsburg	1
LaVega	5
Lorena	3
Mart	1
McGregor	3
Midway	12
Moody	1
Riesel	1
Robinson	4
Valley Mills	1
Waco	24
West	2

*In order to receive a dedicated minimum number of JJAEP slots, the respective school district must have timely paid the \$1,500 participation fee.

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Memorandum of Understanding (MOU) between Communities in Schools of the Heart of Texas and Connally ISD

Contact Person: Hermann Pereira

Presented for: Action

Supporting Documents: Attached

Background Information:

The proposed agreement between Connally ISD and Communities In Schools of the Heart of Texas (CIS-HOT) establishes a partnership to provide comprehensive, school-based support services for at-risk students during the 2026–2027 school year. Through this agreement, CIS-HOT will provide three full-time, campus-based site coordinators serving Connally Elementary, Connally Junior High, and Connally High School.

Services will include case management, academic support, counseling, family engagement, enrichment opportunities, and referrals to health and human service resources. The agreement also ensures compliance with student confidentiality requirements and Texas Education Agency program standards. To support implementation, the District will provide office space, facilitate access to student information in accordance with applicable laws and parental consent requirements, and collaborate with CIS-HOT through campus and district improvement planning.

Approval of this agreement will allow Connally ISD to continue providing targeted, wraparound supports that address barriers to student success, strengthen family engagement, and improve student attendance, behavior, and academic achievement. This partnership aligns with the District's commitment to supporting the whole child and ensuring every student has the resources needed for strong academic success.

Fiscal Implications:

The total cost of the Communities In Schools program for the 2026–2027 school year is \$285,000. Connally ISD's cost share is \$30,000, while Communities In Schools of the

Heart of Texas will contribute \$223,250, along with a one-time Gap Fund contribution of \$31,750.

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the Memorandum of Understanding between Communities in Schools of the Heart of Texas and Connally ISD as presented.

Contract for Communities In Schools of the Heart of Texas Support Services

School Year: 2026-2027

The Texas Education Agency (“TEA”) administers the Communities In Schools (“CIS”) program in accordance with the Texas Education Code §33.152 and provides guidance to local CIS programs for implementation of programs statewide based on a model designed for Texas.

The primary goals of CIS are to help students who demonstrate early warning signs for dropping out of school to improve in academics, attendance, and/or behavior and, ultimately, to stay in school, graduate, and achieve in life.

Parties to Contract

This contract is entered into by and between **CONNALLY ISD** hereinafter referred to as “District”, and **Communities In Schools of the Heart of Texas**, a 501(c)3 non-profit organization, hereinafter referred to as “CIS”.

The Parties agree to enter into a cooperative effort to provide school-based support services to at-risk students and their families.

In support of this contract, CIS shall:

1. Fully implement and adhere to CIS program requirements on each campus served by CIS, in accordance with the guidance provided by the Texas Education Agency which has established rules and procedures for the operation of the program.
2. Provide overall management and supervision of CIS programs and employees on named District campuses. CIS employees assigned to District campuses are responsible for developing, implementing, and managing the CIS program and activities under the direction of the CIS Chief Executive Officer and the CIS Board of Directors. **While CIS employees are an additional resource and support to the campus, TEA requirements as well as CIS responsibilities restrict them from accepting additional duties generally fulfilled by District employees (administrative, clerical, substitute teacher, or otherwise).** However, CIS staff are able to show their support by assisting the campus in other ways.

When possible, CIS Site Coordinators will be hired with the concurrence of the Campus Principal. All CIS personnel assigned to campus sites remain employees of CIS and will receive direct supervision from their direct supervisor who is responsible for their performance and demeanor. Input from the Principal of the school campus will be obtained for the Site Coordinator’s annual performance evaluation. **Any questions or concerns regarding the performance of any CIS Site Coordinator should be directed as soon as possible to the Supervisor assigned to the Site Coordinator or the Chief Program Officer.**

3. Follow the calendar of the assigned District. CIS employs both exempt and non-exempt salaried employees. It is CIS policy that no employee may work overtime (more than 40 hours per week) without prior and expressed authorization from the CIS Chief Executive Officer.

4. Develop and provide the principal of the assigned campus with a CIS Campus Plan. The CIS Campus Plan is an annual, formal written agreement developed by CIS and signed by the principal, which contains all the information, requirements, standards, processes, and forms necessary to develop a plan that reflects the service needs of a campus and its students, as well as all of the services that will be provided to students and their families. The CIS Campus Plan includes an Agreement which addresses the role of CIS in the Campus Improvement Plan, the access to student records that CIS will have, the sharing of student data, CIS responsibilities, school responsibilities, reporting of data, and any other issues critical to the success of the CIS program.
5. Implement the Texas Education Agency's Case Management Model utilizing the full array of the following six (6) component services to meet the diverse needs of CIS students and their families:
 - Supportive Guidance/Counseling
 - Health & Human Services
 - Academic Support
 - Enrichment Activities
 - Parent and Family Engagement
 - Career and College Readiness
6. Provide multidisciplinary case management for students and coordinate the resources of the community to benefit students and families. The number of case managed students for each CIS Site Coordinator is determined each year by TEA's contract with CIS.
7. CIS-HOT will provide each high school campus, named in this agreement, with access to the CIS-HOT Workforce Program. This program will deliver services to in-school youth through the support and guidance of dedicated Career Coaches, aimed at promoting career exploration, skill development, and workforce readiness.
8. Ensure the integrity of the CIS program service delivery initiatives by providing training and support (managerial, administrative, logistical and technical) to all CIS staff assigned to District campuses.
9. Provide periodic progress reports to the District's CIS Representative as well as an annual report of program outcomes.
10. Safeguard all student data and information according to TEA policy for CIS programs as well as federal and state laws, specifically FERPA, HIPPA, and HB300.

In support of this contract, the District shall:

1. Facilitate and support the implementation and adherence to CIS program requirements on each campus served by CIS.
2. Allow CIS Staff to obtain written parental consent to access student records and render services using the official Texas Education Agency Parent Consent and Release of Information forms.
3. **Allow CIS, with written parental consent, access to student information such as school records, test scores, attendance, free/reduced lunch status, at-risk list, public assistance status, and grades through access to all necessary student databases including but not limited to: Eduphoria, TEAMS, TxEIS, etc.**
4. Allow CIS, in the absence of written parental consent, but acting at the request and on behalf of the District/Campus, access to student information in order to provide services. This allows the local CIS program to provide crisis type services, at the request of a school official, until a signed Parental Consent- Release of Information (PC-ROI) form is obtained.

5. Identify CIS as a Contract Provider who will be granted access to student data and listed in the District's FERPA notification to parents, i.e.; "Code of Conduct Book", "Student Handbook", etc.
6. Include CIS as a partner in addressing dropout issues and is written into the District and Campus Improvement Plans (note: TEA requires that CIS be included in the District and Campus Improvement Plans).
7. Provide each CIS Staff with office space, to include: internet access and District software programs access (to facilitate communication and student data retrieval), office furniture, phone, printer/access to a printer, janitorial services, maintenance/repair, and utilities.
8. Assist with the distribution and collection of Parent Consent Forms by adding the CISHOT PC-ROI in all Campus Registration Documents – electronic or paper

CIS Support Services will be provided by 3 full-time CIS Campus Staff at the following campuses:

**Connally Elementary School
Connally Middle School
Connally High School**

District Cost Share for the 2026–2027 School Year

The total cost of CIS Support Services in Connally ISD for the 2026–2027 school year is **\$285,000**

- **Connally ISD** agrees to contribute **\$30,000**, representing approximately **11%** of the total program cost.
- **Communities In Schools of the Heart of Texas (CIS)** agrees to contribute **\$223,250**, representing approximately **78%** of the total program cost.
- **CIS** will provide an additional **one-time Gap Fund contribution of \$31,750**, representing approximately **11%** of the total program cost. This contribution is made possible through a limited allocation from the CIS Gap Fund and is available **only for the 2026–2027 school year**. The Gap Fund is a temporary funding source with limited availability and should not be considered a recurring or guaranteed source of funding in future agreements. Future Gap Fund assistance, if available, will be determined annually at the sole discretion of CIS and is intended to support all participating CIS partner districts, subject to available funding.

**Timeline: 7/31/2026 contract signed and due back to CIS
9/1/2026 CIS will send the invoice to the district**

The term of this agreement shall be from September 1, 2026, through August 31, 2027, which is automatically extended for one calendar year on the first day of every August, unless one or both parties request modification of, and the cancellation of this Memorandum, prior to June 30th of any year. Either party may cancel this agreement if thirty days written notification is provided to the other party.

CISHOT reserves the right to increase cost-share amounts per contract year to address increases in operational expenses.

Connally ISD:

Superintendent Signature

Date

Communities In Schools of the Heart of Texas:

www.pearson.com

Chief Executive Officer Signature

Date

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: 2026-2027 Student Code of Conduct

Contact Person: Dr. Norbert Whitaker

Presented for: Action

Supporting Documents: Attached

Background Information:

In accordance with Board Policies FO (LEGAL) and FO (LOCAL), school districts are required to adopt and annually review a Student Code of Conduct. Following Board approval, the district will post the approved document on its website as required by law.

The proposed 2026–2027 Code has been reviewed to ensure compliance with applicable state and federal laws and local Board Policy. It establishes clear expectations for student behavior, outlines student rights and responsibilities, and defines disciplinary procedures that promote a safe, orderly, and supportive learning environment while supporting consistent implementation of student discipline across the district.

Fiscal Implications:

None

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the 2026-2027 Student Code of Conduct as presented.

Connally ISD

Student Code of Conduct



Cadet Pride

2026 – 2027

Table of Contents

Student Code of Conduct.....	5
Accessibility.....	5
Purpose	5
School District Authority and Jurisdiction.....	6
Campus Behavior Coordinator.....	6
Threat Assessment and Safe and Supportive School Team.....	7
Searches.....	7
Reporting Crimes	7
Security Personnel	7
“Parent” Defined.....	8
Participating in Graduation Activities.....	
8 Unauthorized Persons.....	
8	
Standards for Student Conduct	10
General Conduct Violations.....	11
Disregard for Authority.....	11
Mistreatment of Others.....	11
Property Offenses.....	12
Possession of Prohibited Items.....	12
Possession of Personal Communication Devices.....	13
Illegal, Prescription, and Over-the-Counter Drugs	13
Misuse of Technology Resources and the Internet.....	14
Safety Transgressions	15
Miscellaneous Offenses.....	15
Discipline Management Techniques.....	16
First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette	16
Students with Disabilities.....	16
Techniques.....	16
Prohibited Aversive Techniques	18
Notification	18
Parental Involvement.....	19
Appeals.....	19
Removal from the School Bus.....	20
Removal from the Regular Educational Setting.....	21

Routine Referral.....	21
Formal Teacher Removal	21
Returning a Student to the Classroom	22
Appeals of Formal Teacher Removals.....	22
In-School Suspension	23
Process.....	23
Out-of-School Suspension.....	24
Misconduct	24
Process.....	24
Alternative Assignment.....	25
Coursework During Suspension.....	25
Disciplinary Alternative Education Program (DAEP) Placement.....	26
Discretionary Placement: Misconduct That May Result in DAEP Placement.....	26
Mandatory Placement: Misconduct That Requires DAEP Placement	27
Sexual Assault and Campus Assignments.....	28
Process.....	29
Length of Placement.....	30
Appeals.....	31
Restrictions During Placement.....	31
Placement Review.....	32
Additional Misconduct.....	32
Notice of Criminal Proceedings.....	32
Withdrawal During Process	33
Newly Enrolled Students.....	33
Emergency Placement Procedure.....	33
Transition Services.....	33
Placement and/or Expulsion for Certain Offenses	34
Registered Sex Offenders.....	34
Expulsion.....	35
Discretionary Expulsion: Misconduct That May Result in Expulsion.....	35
Mandatory Expulsion: Misconduct That Requires Expulsion	36
Under Age 10	38
Virtual Expulsion Program	38
Consideration of Virtual Education as Alternative to Expulsion.....	38
Process.....	38

Length of Expulsion.....	40
Withdrawal During Process	40
Additional Misconduct.....	40
Restrictions During Expulsion	41
Newly Enrolled Students.....	41
Emergency Expulsion Procedures.....	41
DAEP Placement of Expelled Students	41
Transition Services.....	41
Certain Felonies	42
Hearing and Required Findings.....	42
Length of Placement.....	42
Placement Review.....	43
Glossary.....	44

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at 254-296-6460 for assistance.

Purpose

The Student Code of Conduct (“Code of Conduct”), as required by [Chapter 37](#) of the Texas Education Code, provides 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 Code of Conduct has been adopted by the Connally 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 of Conduct 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 of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct 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.

Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.

Because the 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 of Conduct and the Student Handbook, the Code of Conduct 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

School District Authority and Jurisdiction

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, 37.007, or 37.0081](#); and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of [Chapter 37, Subchapter A](#) are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team:

- Conduct that contains the elements of the offense of terroristic threat under [Penal Code](#)

[22.07](#);

- Conduct that contains the elements of the offense of unlawfully carrying weapons under [Penal Code 46.02](#);

School District Authority and Jurisdiction

- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under [Education Code 37.125](#); and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

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 CBC. Contact information may be found at [Connally.org](#).

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 CBC 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.

Security Personnel

The board utilizes school resource officers (SROs) and security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The duties of school resource officers and security personnel are:

- Patrol assigned campus(es) and routes walking or driving within district jurisdiction.
- Respond to all calls from campuses concerning crisis situations, accidents, and reports of crime.

School District Authority and Jurisdiction

- Investigate criminal offenses occurring within the district's jurisdiction.
- Collect and preserve evidence for criminal investigations including witness statements and physical evidence.
- Arrest perpetrators, file appropriate charges, and ensure placement in jail or juvenile detention centers for law violations as necessary.
- Write effective legal incident reports.
- Testify in court as needed.
- Work cooperatively with other police agencies to share information and provide other assistance.

“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 of Conduct.

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, 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

School District Authority and Jurisdiction

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 Restrictions During Placement for information regarding a student assigned to DAEP at the time of graduation.]

Standards for Student Conduct

Standards for Student Conduct

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 Code of Conduct.

General Conduct Violations

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 In-School Suspension, Out-of-School Suspension, Disciplinary Alternative Education Program (DAEP) Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, 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.

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. [See Placement and/or Expulsion for Certain Offenses for assault.]
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [See Glossary]
- 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.

General Conduct Violations

- 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. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- 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. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- 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;
- A short barrel firearm;
- 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;

General Conduct Violations

- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches), 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.

*See Placement and/or Expulsion for Certain Offenses for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Personal Communication Devices

Students shall not:

- Bring or use a personal communication device, including a cell phone, or other electronic device on school property during the school day in grades PreK - 8. [See Glossary]
- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district in grades 9 - 12. [See Glossary]
- The district may authorize the use of a personal communication device for the following reasons:
 - To implement an individualized education program (IEP) or for a plan created under [Section 504, Rehabilitation Act of 1973 \(29 U.S.C Section 794\)](#) or a similar program or plan;
 - With documented need based on a directive from a qualified physician; or
 - To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

General Conduct Violations

- Possess, use, give, or sell alcohol or an illegal drug. [See Disciplinary Alternative Education Program (DAEP) Placement and Expulsion 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 the 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.

General Conduct Violations

- 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.
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, 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.

Discipline Management Techniques

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. 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.

First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e cigarette, as defined by [Section 161.081, Health and Safety Code](#).

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days.

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 in a manner that results in a change to the student's educational placement 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.

Discipline Management Techniques

- 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.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- In-school suspension, as specified in In-School Suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP, as specified in Disciplinary Alternative Education Program (DAEP) Placement.
- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.
- 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.

Discipline Management Techniques

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 [Education Code 37.0012\(d\)](#).

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

Discipline Management Techniques

not be 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.

Parental Involvement

The principal, campus behavior coordinator, or other appropriate administrator shall notify the parent of or person standing in parental relation to a student who has been placed in a disciplinary alternative education program (DAEP) or expelled of the parent's or person's right to request a behavioral agreement that specifies the responsibilities of the parent or person and student.

The behavioral agreement must specify the responsibilities of the student and parent/guardian. If followed, the agreement may result in a reduced disciplinary placement period, as outlined in the agreement. Reduction in the disciplinary placement period does not entitle the student to different disciplinary placement. The decision to reduce, revoke, or amend the disciplinary placement period is at the sole discretion of the school administration. Compliance with the agreement is required for the reduction to remain valid.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, 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 this policy may be obtained from the central administration office or online at connally.org.

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

Removal from the School Bus

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC 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 or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

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 Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by [Education Code 37.0832.0](#).

A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

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.

Removal from the Regular Educational Setting

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 written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

Appeals of Formal Teacher Removals

A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.

In-School Suspension

In-School Suspension

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

[See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.]

Process

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.

In deciding whether to order in-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.

Out-of-School Suspension

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 below grade 3 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 threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; 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

State law allows a student to be assigned to out-of-school suspension 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;

Out-of-School Suspension

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.

Alternative Assignment

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

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.

Disciplinary Alternative Education Program (DAEP) Placement

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.

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 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 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 of Conduct.

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 die by 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]
- Criminal mischief, not punishable as a felony.

Disciplinary Alternative Education Program (DAEP) Placement

- Assault (no bodily injury) with threat of imminent bodily injury.
- Any criminal mischief, including a felony.
- Assault by offensive or provocative physical contact.
- Engages in conduct that contains the elements of the offense of disruptive activities under [Education Code 37.123](#).
- Engages in conduct that contains the elements of the offense of disruption of classes under [Education Code 37.124](#).
- Possesses or uses an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#), except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days. See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

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 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. Aggravated robbery or felonies listed as offenses in Title 5 [see Glossary] of the Penal Code are punishable as mandatory expulsions.

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\(a\)\(1\)](#).
- Except as provided by [Education Code 37.007\(a\)\(3\)](#), 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.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]

Disciplinary Alternative Education Program (DAEP) Placement

- 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 an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#).
- 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 sections 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 under [Penal Code 36.06](#) against any school employee or volunteer on or off school property.
- Engages in conduct that contains the elements of harassment under [Penal Code 42.07](#) against any school employee or volunteer on or off of school property.

The student receives deferred prosecution [see Glossary], or a court or jury finds that the student has engaged in delinquent conduct [see Glossary], or the superintendent or designee has a reasonable belief [see Glossary] under [Section 53.03, Family Code](#), for conduct defined as any of the following offenses under the Penal Code:

1. A felony offense under [Title 5](#);
2. The offense of deadly conduct under [Section 22.05](#);
3. The felony offense of aggravated robbery under [Section 29.03](#);
4. The offense of disorderly conduct involving a firearm under [Section 42.01\(a\)\(7\) or \(8\)](#); or
5. The offense of unlawfully carrying weapons under [Section 46.02](#), except for an offense punishable as a Class C misdemeanor under that section.

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

Disciplinary Alternative Education Program (DAEP) Placement

- 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.

Disciplinary Alternative Education Program (DAEP) Placement

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

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.

Disciplinary Alternative Education Program (DAEP) Placement

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 FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at connally.org.

Appeals shall begin at Level One with the campus principal.

Appeals shall begin at Level Two with superintendent or designee to appeal Level One decision.

Appeals shall begin at Level Three with the board.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

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

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

Disciplinary Alternative Education Program (DAEP) Placement

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

Disciplinary Alternative Education Program (DAEP) Placement

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 parents 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 continue the DAEP 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.

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 if the extended placement is in the best interest of the student.

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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.

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 Disciplinary Alternative Education Program (DAEP) Placement]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by 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.
- Criminal mischief, if punishable as a felony.
- 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, unless the conduct is punishable as a felony. A student with a valid prescription for low THC cannabis as authorized by [Chapter 487 of the Health and Safety Code](#) does not violate this provision. [See Glossary for "under the influence."]

Expulsion

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in deadly conduct. [see Glossary]

Within 300 Feet of School

A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line.

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 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]
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
- 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.
 - Kidnapping or aggravated kidnapping.
 - Burglary, robbery or aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.

Expulsion

- 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 conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

When a student under the age of 10 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.

Virtual Expulsion Program

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under [Education Code 37.0081 or 37.007\(a\), \(d\), or \(e\)](#).

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 parents 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.

Expulsion

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'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.

Expulsion

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 campus administration 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 continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

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. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 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 10 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.

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;

Expulsion

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.

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.

Antisemitism is defined by [Government Code section 448.001](#) as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

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 its 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:

Glossary

- 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.

Glossary

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 drugs are 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

Glossary

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;

Glossary

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.

Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

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;

Glossary

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. Personal communication devices 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:
 - a. An explosive weapon; or
 - b. A machine gun.
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 [Penal Code Section 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.

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 another 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 die by suicide under [Section 22.08](#); and
- Tampering with a consumer product under [Section 22.09](#).

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

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

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

Connally Independent School District

Board of Trustee Meeting Agenda Item

July 23, 2026

Item: 2026-2027 T-TESS Appraisers

Contact Person: Keith Hannah

Presented for: Action

Supporting Documents: Attached

Background Information:

The Texas Teacher Evaluation and Support System (T-TESS) is the state-approved educator appraisal system used to evaluate teacher performance and support continuous professional growth. In accordance with Texas Education Agency requirements and district policy, DNA (LOCAL), the Board of Trustees must annually approve the list of certified T-TESS appraisers authorized to conduct teacher evaluations. The individuals recommended for approval have completed the required T-TESS appraiser certification and training and are qualified to conduct teacher appraisals during the 2026–2027 school year.

Attached is the 2026-2027 T-TESS Appraiser list for Board consideration. T-TESS Administrators who may serve as Second Appraisers for 2026-2027 are designated in the attached list with an asterisk (*).

Fiscal Implications:

None

Administrative Recommendation(s):

The administration recommends approval of the 2026-2027 T-TESS Appraisers as presented.

2026 – 2027 T-TESS Appraisers
July 23, 2026

Last Name	First Name	Role
Brownlee	Elizabeth	Associate Principal, CJHS
Burnett	Betsy	Principal, CES
Fisher	Joni	Associate Principal, CES
*Gutierrez	Josie	Superintendent
*Hannah	Keith	Senior Director of Talent Management
Jones	Sammy	Assistant Principal, CHS
Keller	Marianne	Associate Principal, CHS
*Pereira	Hermann	Director of Communications, State & Federal Programs, CCMR
Stroud	Christopher	Associate Principal, PK-12
Weeks	Jessica	Principal, CHS
*Whitaker	Norbert	Executive Director of Support

*T-TESS Second Appraisers

Connally Independent School District

Board of Trustee Meeting Agenda Item

July 23, 2026

Item: 2026-2027 T-TESS Calendar

Contact Person: Keith Hannah

Presented for: Action

Supporting Documents: Attached

Background Information:

Per DNA (LOCAL), the district shall establish a calendar for teacher appraisals and provide the calendar to teachers within three weeks from the first day of instruction. The appraisal period for each teacher must include all the days of the 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 after the day of completion of the T-TESS orientation in the school years when an orientation is required; and
2. Indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students.

Attached is the 2026-2027 T-TESS Appraisal Calendar for Board consideration.

Fiscal Implications:

None

Administrative Recommendation(s):

The administration recommends approval of the 2026-2027 T-TESS Calendar as presented.



CONNALLY INDEPENDENT SCHOOL DISTRICT

TEXAS TEACHER EVALUATION AND SUPPORT SYSTEM (T-TESS) APPRAISAL CALENDAR FOR 2026-2027	
APPRAISAL ACTIVITY	DATES
T-TESS Calendar adopted by CISD Board of Trustees	July 23, 2026
First Day of School	August 11, 2026
T-TESS ORIENTATION	
T-TESS Orientation	August 3, 2026 – August 10, 2026
T-TESS Orientation for New Teacher Late Hires	Teachers new to the profession must receive T-TESS three weeks from hire date
T-TESS ANNUAL APPRAISAL PROCESS	
Informal Walkthrough Observations Ongoing throughout the school year	Beginning as early as August 17, 2026 Spot Observations (10-15 minute instructional walkthroughs)
Self-Assessment & Goal Setting	Complete no later than September 18, 2026
Observation Pre-Conference	Pre-conference must occur no later than three calendar days prior to the formal observation
Formal Observation Announcement	The formal observation should be announced to the teacher at least three calendar dates prior to formal observation
Formal 45 Minute Observation	Formal observations may begin three weeks after the teacher completes T-TESS Orientation. The appraiser shall observe the beginning, middle, and end of the lesson
	Formal observations must be completed for the 2026-2027 school year no later than April 16, 2027
Observation Post Conference & Written Observation Report	Must be conducted within 10 working days after the completion of the formal observation Written observation is provided by the appraiser to the teacher at the end of the post conference
Mid-Year Check-in	January 11 - 15, 2027



CONNALLY INDEPENDENT SCHOOL DISTRICT

(Goal Setting & SLOs)	Check-In with all employees for progress
End of Year Conference Written Summative Annual Report	The Summative Report is shared with the teacher within 10 working days following the end-of-year conference, but no later than 15 working days before the last day of instruction. No later than May 5, 2027. Purpose of End-of-Year Conference: • Review current and previous appraisal data • Review T-TESS Domains • Review student performance • Identify potential goals and professional development activities for the Summer and following year
TEACHER RESPONSE AND REBUTTAL OR SECOND APPRAISAL (OPTIONAL)	
Optional Teacher Response/Rebuttal	Any written response or rebuttal by the teacher must be submitted to the appraiser within 10 working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation associated with the teacher's appraisal.
Teacher Request for Second Appraisal	A teacher must request a second appraisal within 10 working days of receiving a written observation or written summative annual report. The teacher must send such a request to the campus principal, who will then contact the HR Director for the assignment of a Second Appraiser.
Last Day of School	May 28, 2027
BLACK OUT DATES: It is recommended that formal observations NOT occur on the following dates:	
Instructional Day Before/After School Holiday Early Release Day, Bad Weather Days Fall Break Thanksgiving Break Winter Break Spring Break Semester Exams (to be determined) State Testing (to be determined)	September 4, 2026 - September 8, 2026 October 9, 2026 - October 19, 2026 November 20, 2026 - November 30, 2026 December 17, 2026 - January 5, 2027 January 15, 2027 - January 19, 2027 March 4, 2027 - March 15, 2027 March 25, 2027 - March 30, 2027

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: BSN Sports Agreement

Contact Person: Jerry N. Allen

Presented for: Action

Supporting Documents: None

Background Information:

Connally ISD Athletics would like to enter into an agreement for a five-year partnership with BSN SPORTS, effective from July 2026 to June 2031. This partnership will secure access to high-quality athletic program apparel, uniforms, footwear, equipment and accessories for all athletic programs. The District will also be entitled to preferred discount pricing on apparel for the duration of the agreement,

The agreement also includes the following incentives:

Year One Signing Incentives

- \$145,000 Signing Bonus: This bonus will be provided as a BSN product allotment for use in the first year for athletic apparel, uniforms, footwear, and accessories.
- \$15,000 Branding Package: This package is dedicated for custom Connally ISD-branded items.

Significant Pricing Discounts: The district is entitled to preferred discount pricing on all athletic apparel for the duration of the contract.

Fiscal Implications:

Purchases made under the partnership will be funded through the Athletic Department's budget and incorporated into the proposed 2026-2027 budget.

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the five-year agreement with BSN SPORTS as presented.



BSN SPORTS REWARD PROGRAM
for
Connally ISD Athletics– Waco, TX

BSN SPORTS is pleased to offer **Connally ISD Athletics** (“Customer”) the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment.

BSN SPORTS Product Pricing: Customer shall be able to purchase products at the following discounts:

- | | |
|---|------------------------------|
| • NIKE Team Apparel/Stock Uniforms | 35% off Retail Price |
| • NIKE Team Footwear & Accessories | 35% off Retail Price |
| • NIKE Custom Uniforms | 30% off Retail Price |
| • BSN SPORTS Victory Custom Uniforms | Team Pricing |
| • BSN SPORTS Products | 15% off Catalog Price |
| • BSN SPORTS Catalog Branded Products | 5% off Catalog Price |

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code. BSN SPORTS Catalog Branded Products are products distributed by BSN SPORTS from manufacturers such as Wilson, Spalding, Rawlings, etc...

All Custom Uniforms and Footwear will be priced separately. Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at the then-current team discount pricing.

Decoration charges are not included in the above discounts.

My Team Shop (MTS): BSN SPORTS’ online player pay site (MTS) is required to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate.

Shipping: Customer will pay freight charges on all orders.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



TOTAL INCENTIVE PROGRAM – Connally ISD Athletic Department:

- **SIGNING BONUS: \$145,000.00 in BSN Product Allotment for Connally ISD Athletics Year One (1) Only**
- **\$15,000.00 BSN Branding Package Year One (1) Only (see Terms and Conditions below).**
- **\$25,000.00 Annually in BSN Product Allotment for Connally ISD Athletics Years Two through Five (2-5)**

Terms and Conditions:

This Agreement is limited exclusively to the procurement of products and services for Connally Independent School District's athletic department. No provision of this Agreement shall be interpreted as granting BSN SPORTS exclusive rights to provide products or services for any other District program, department, or activity, including, without limitation, cheerleading, graduation, fine arts, band, academic organizations, or other non-athletic functions. Any such products or services shall be subject to separate consideration and agreement by the parties.

The **BSN Branding Allotment** shall be used exclusively for the purchase of **custom Connally ISD-branded items featuring approved Connally ISD names, marks, and logos**. For the avoidance of doubt, this allotment does not grant BSN SPORTS the right to place or require BSN SPORTS branding, logos, or trademarks on District apparel, equipment, facilities, or other items purchased under this Agreement unless separately approved in writing by Connally ISD.

All purchases will be made through BSN SPORTS.

Any decoration or customization to Promo Incentive Products is paid for by the Athletic Program.

The School and Athletic Program must be current on all payment obligations to BSN to be eligible for the Annual Promo Incentive Products.

Term: The duration of this agreement is five (5) years – July 1, 2026 to June 30, 2031.

Through purchasing with BSN Sports, Connally ISD Athletics consents to this program.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



Acknowledged and agreed to:

Connally ISD Athletics

BSN SPORTS

Ath. Director or Authorized
Representative

Date

Tawni Angel

Tawni Angel – Area Sales Manager
BSN Sports

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Purchase Over \$50,000 for NWEA Measures of Academic Progress (MAP)

Contact Person: Dr. Amy Hosick

Presented for: Action

Supporting Documents: Attached

Background Information:

The NWEA Measures of Academic Progress (MAP) assessment system will play an integral part of the district's assessment strategy for the 2026–2027 school year. NWEA is a nationally normed, computer-adaptive assessment that provides educators with timely data to monitor student growth, inform instructional planning, and support academic decision-making. The assessment system measures student achievement and academic growth in reading and mathematics for students in grades K–12.

The assessment system equips teachers with actionable data to identify students' strengths and areas for growth, differentiate instruction, target interventions, and monitor progress toward district student outcome goals. Approval of this purchase will ensure the district continues to utilize a reliable assessment tool and supports improved student outcomes throughout the 2026–2027 school year.

Fiscal Implications:

\$62,162.75 eMAT Funds

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the purchase of the NWEA MAP assessment services for the 2026-2027 school year as presented.

PO DATE

06/19/2026

CONNALLY INDEPENDENT SCHOOL DISTRICT

200 CADET WAY
WACO, TX 76705
Phone: 254-296-6460

PURCHASE ORDER NUMBER

2002600084

COPIES:

white business office
yellow return copy
pink campus
PRINTED 06/19/2026
REPRINTED

VENDOR KEY : NWEA 000
SHIP DATE : 06/19/2026
FISCAL YEAR : 2025-2026
ENTERED BY : PHILLES000

VENDOR:

NWEA
PO BOX 2745
PORTLAND, OR 97208-2745

SHIP TO:

CONNALLY ADMINISTRATION
200 CADET WAY
200 CADET WAY
WACO, TX 76705

ATTN: AMY HOSICK

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	MAP GROWTH K-12 LICENSE, CONSULTING AND PARTICIPANTS PARTNER ID #21873 SALES ORDER #00142131 ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 410 E 11 6299 00 001 0 24 000 20,720.91 410 E 11 6299 00 041 0 30 000 20,720.92 410 E 11 6299 00 104 0 30 000 20,720.92	62162.75000	62,162.75
			PAGE TOTAL	62,162.75
			TOTAL	62,162.75

Tax ID # 74-6003571

Please reference the PO number on the invoice.
NO BACKORDERS ALLOWED

PURCHASE APPROVED BY:

Josie Gutierrez
Jennifer Mess

Connally Independent School District
Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Review and Discuss 2026-2027 Budget for Improved Student Outcomes

Contact Person: Pam Hunter

Presented for: Information

Supporting Documents: Attached

Background Information:

The administration has been working with the campuses and departments on the budget needs for the 2026-2027 fiscal year.

The administration will present information on the 2026-2027 budget.

Fiscal Implications:

None

Administrative Recommendation(s):

For discussion only

Connally Independent School District

Board of Trustee Meeting Agenda Item

July 23, 2026

Item: Consider and Approve 2026-2027 District Contributions for Health Insurance

Contact Person: Keith Hannah

Presented for: Action

Supporting Documents: Attached

Background Information:

Employers across the nation continue to experience significant increases in healthcare and prescription drug costs due to inflation, increased utilization of healthcare services, and the rising cost of specialty medications. These industry-wide trends have resulted in substantial increases in employer-sponsored health insurance premiums.

In late June, Universal Benefits Consortium (UBC) notified the district that Connally ISD would experience a significant increase in health insurance rates for the 2026–2027 plan year. Without action, these increases will result in substantially higher employee premium costs, making health insurance less affordable for many members of our workforce.

Following notification of the rate increase, district administration met with UBC to evaluate multiple plan options from various insurance providers. Throughout this process, the district's priorities remained clear: to manage rising healthcare costs, preserve comprehensive and competitive employee benefits, maintain high-quality coverage for employees and their families, and support the long-term sustainability of the district's health plan.

To lessen the financial impact on employees, the administration recommends increasing the district's local contribution toward employee health insurance premiums. In addition, the district is recommending a salary-based, tiered contribution structure that provides greater support for lower-paid employees, making healthcare coverage more affordable while reducing the financial burden of rising premiums.

Supporting the well-being of our employees is essential to attracting and retaining a high-quality workforce and aligns with the district's commitment to investing in the people who serve our students every day.

Fiscal Implications:

District contribution is estimated to increase \$515,760 and will be included in the proposed 2026-2027 budget.

Administrative Recommendation(s):

The administration recommends approval to increase the District's contribution for health insurance as presented.



Connally ISD BlueCross BlueShield Employee Monthly Medical Rates 2026-2027

Compensation less than \$30,000 annually (< \$30K)	
Employee Only	\$113.88
Employee + Spouse	\$1,604.70
Employee + Child(ren)	\$757.29
Employee + Family	\$2,051.94

Compensation greater than \$30,000 and less than \$60,000 annually (\$30K - \$60K)	
Employee Only	\$273.88
Employee + Spouse	\$1,764.70
Employee + Child(ren)	\$917.29
Employee + Family	\$2,211.94

Compensation greater than \$60,000 annually (> \$60K)	
Employee Only	\$323.88
Employee + Spouse	\$1,814.70
Employee + Child(ren)	\$967.29
Employee + Family	\$2,261.94



Connally ISD BlueCross BlueShield Medical Plan Budget Impact by Tier 2026-2027

Compensation < \$30K	Current Enrollment	District Contribution	Budget Impact
Employee Only	25	\$710	\$213,000
Employee + Spouse	0	\$710	\$0
Employee + Child(ren)	3	\$710	\$25,560
Employee + Family	0	\$710	\$0
Total	28		\$238,560

113

Compensation \$30K - \$60K	Current Enrollment	District Contribution	Budget Impact
Employee Only	88	\$550	\$580,800
Employee + Spouse	1	\$550	\$6,600
Employee + Child(ren)	25	\$550	\$165,000
Employee + Family	1	\$550	\$6,600
Total	115		\$759,000

Compensation > \$60K	Current Enrollment	District Contribution	Budget Impact
Employee Only	44	\$500	\$264,000
Employee + Spouse	0	\$500	\$0
Employee + Child(ren)	20	\$500	\$120,000
Employee + Family	2	\$500	\$12,000
Total	66		\$396,000

Total Budget Impact	\$1,393,560
Previously Budgeted Amount	\$877,800
Overall Increase	\$515,760