

**NOTICE**

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

**BRYAN ISD BOARD OF TRUSTEES WORKSHOP**

**Boardroom**

**801 South Ennis Street**

**Bryan, TX 77803**

**Monday, August 21, 2023 – 6:00 PM**

**AGENDA**

**CALL TO ORDER PUBLIC HEARING**

1. 2023-24 Budget and 2023 Tax Rate

2

# Bryan ISD Proposed Budget & Tax Rate

**August 21, 2023**

2



# District Goals

- Support the academic and post-secondary success of every student.
- Support a culture and climate that encourages a shared responsibility for a positive learning environment that encourages positive regard for all people.
- Maintain a high-quality workforce through competitive benefits and differentiated professional learning.
- Actively partner with students, family, staff and the community to promote collaborative stakeholder engagement to achieve the District's vision.
- Ensure a physically and emotionally safe and secure environment while welcoming all students, staff and visitors.

# Budget Timeline (Board of Trustees)

Date	Description
04/30/2023	Preliminary property values received
07/12/2023	Finance committee update
07/17/2023	Budget update - July board meeting 4
07/25/2023	Certified property values due
08/01/2023	Finance committee update
08/07/2023	Budget update - August board workshop
08/11/2023	Finance committee update
08/21/2023	Public hearing on the budget and tax rate - adopt the budget and tax rate

# Looking Forward Financially

- Unassigned fund balance as of 8/31/2022 - \$40,980,474
  - Equals 90 days of operating expenditures
  - Policy recommends the District maintain 60-90 days
    - Also an indicator on the FIRST rating
- ESSER funds that can be transferred to general fund as indirect costs<sup>5</sup>
  - September 2023 - \$3,034,000
  - September 2024 - \$6,816,000

# Factors Influencing Next Year's Budget

- Recruitment & retention
- Available federal funding (ESSER ending Sept. 2024)
- Inflation (estimated 5% increase on non payroll categories)
- Opening of Sadberry Intermediate School
- New Instructional Facility Allotment (NIFA)
  - Up to \$1,000 per ADA for new instructional facility
    - Sadberry Intermediate

# Estimates/Assumptions Used to Prepare Budget

Student enrollment growth	No change from prior year
Property value growth	18% (net of the Chapter 313 adjustments)
Maintenance & operations tax rate	\$0.6792 per \$100 of valuation
Debt service tax rate	\$0.2700 per \$100 of valuation
Property tax collection rate	99%

# Proposed Budget Summary

	General Fund	Debt Service	Food Service	Total
<b>Revenue</b>	\$165,753,000	\$35,762,187	\$12,250,000	\$213,765,187
<b>Expenditures</b>	\$170,389,000	\$35,762,187	\$12,250,000	\$218,401,187
<b>Net Effect</b>	(\$ 4,636,000)	\$0	\$0	(\$ 4,636,000)

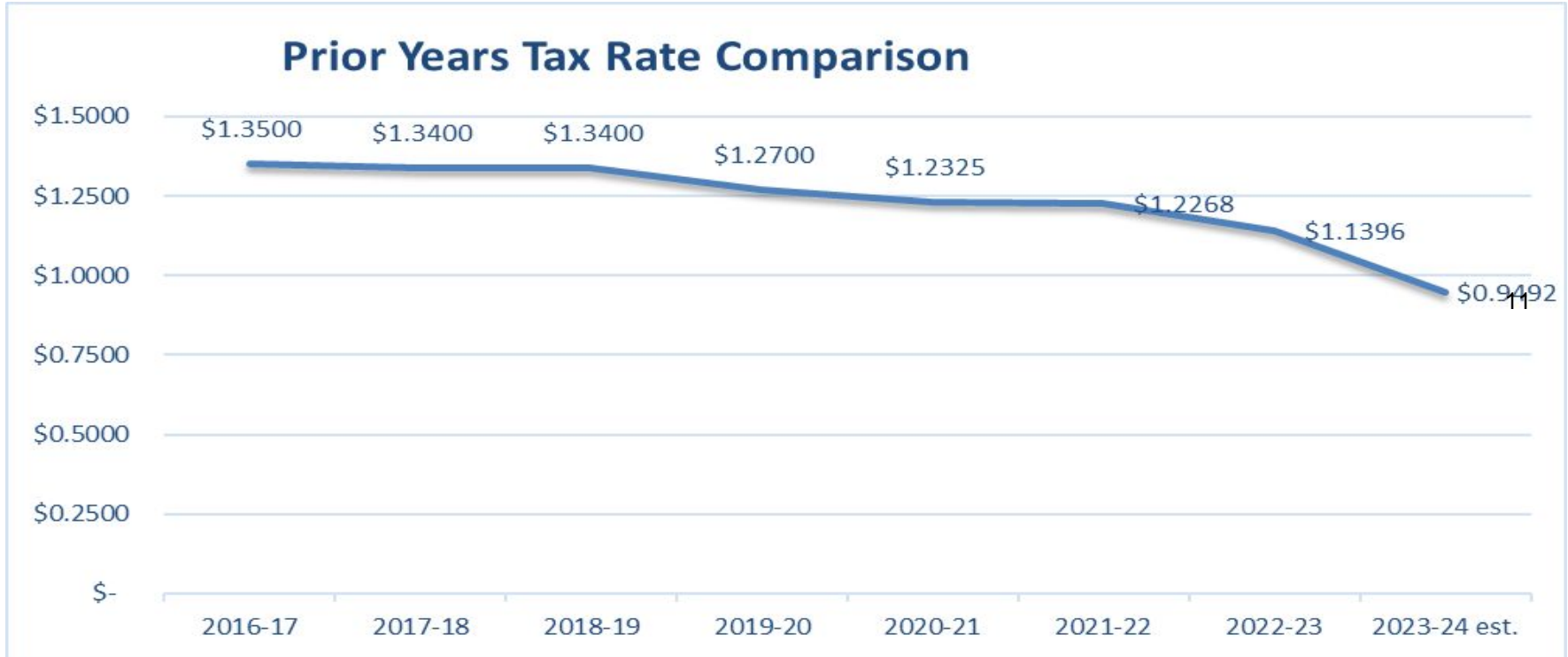
# General Fund Expenditures Include

- Increase in premiums for property and casualty insurance due to claims and market conditions
- Increase in amount budgeted for substitutes
- Increases in salary and stipends for hard to fill positions (mainly Special Education and Pre-K)
- Increase for additional School Resource Officer with the opening of Sadberry Intermediate School
- Increase for cost share with intergovernmental agencies (Brazos Central Appraisal District and Tax Office)
- Salary and general rate increases –
  - Raise starting teacher salary to \$51,000
  - Salary schedule steps plus 2% for Teachers, Counselors, Registered Nurses and Librarians
  - 2% general rate increase for all other eligible staff
- General Inflation (5% for non-payroll categories)

# Recommendations to Address Shortfall

- Short Term Steps
  - Increased efforts to improve attendance
  - Investment earnings
- Long Term Steps
  - Focused marketing campaign to increase student enrollment and attendance
  - Explore energy conservation opportunities
  - Form budget committee to seek out efficiencies to reduce expenditures
  - Restructuring programs to reduce budget impact
  - Legislation

# Property Tax Rate History



Bryan ISD's total property tax rate decreased 21 cents per \$100 of value from 2016-2023. It is projected to fall another 19 cents in the coming year.

# Estimated Debt Service for 2023-24

Property tax receipts at \$.270 per \$100 valuation		\$ 35,587,187
State revenue – hold harmless due to homestead exemption		<u>\$ 175,000</u>
Estimated debt service revenue		\$ 35,762,187
Principle & interest due on prior issues	\$ 35,754,687	
Estimated call of future debt	\$ -0-	
Estimated fees	<u>\$ 7,500</u>	
Estimated debt service expenditures		<u>\$ (35,762,187)</u>
Estimated Over/(Under) Collections		\$ -0-

# Summary Recommendations

Adopt the balanced Food Service budget as stated

Adopt the General Fund budget at a tax rate of \$0.6792 for revenue

Adopt a Debt Service Rate of \$0.270

	<b><u>2022-23 Tax Rate</u></b>	<b><u>2023-24 Recommended Tax Rate</u></b>
Maintenance & Operations	\$0.8646	\$0.6792
Debt Service (I & S)	<u>\$0.2750</u>	<u>\$0.2700</u>
Total Tax Rates	\$1.1396	\$0.9492

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◦A decrease in rates from 2023 to 2024 of .1904 or approximately 19 cents per \$100 of valuation

# Questions?

**ADJOURN PUBLIC HEARING**  
**CALL TO ORDER REGULAR MEETING**

**Welcome**

**Pledges of Allegiance**

**Citizens' Comments**

**Spotlight**

1. Essential Eight "E8" Partner Award - Truist Bank
2. Essential 8 "E8" Partner Award - Bryan ISD Education Foundation

**Superintendent Update**

1. Superintendent Update on Beginning of School Celebrations and Community Engagement

**Standing Committees**

1. Teaching and Learning Committee Update on STAAR Redesign, Policy Update, and Upcoming Purchases
2. Finance Committee - Budget Discussion for the 2023-2024 School Year

**Information Items**

1. STAAR Redesign and Accountability Refresh Update

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# **STAAR Redesign & Accountability Refresh**

**August 21, 2023**

# TEA Family Portal

- August 16: TEA Release STAAR 3–8 Results in the Family Portal.
- August 16: Parents should have received an email from the district with a 6-Character Unique Code for each student enrolled.



# STAAR/EOC Changes in Summary



## Structure

Changes to the structure of the assessment and question types.



## Content

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



## Indicators

Changes to the elements and indicators in the accountability system



## Cut Points

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



## Methodology

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

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

# KEEPING *YOU* INFORMED



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

## Children First. Always.

### Bryan ISD:

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

- TEA made content and structural changes to the state assessment and is also updating the accountability system.
- Therefore, per the TEA, this year's school ratings (letter grades) should not be compared to the prior year's ratings and are expected to be lower despite student progress.

### Statement from the Texas Education Agency

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

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

### What to Expect from TEA

#### Anticipated 3-8 Student Results:

August 16, 2023

#### School Accountability Ratings

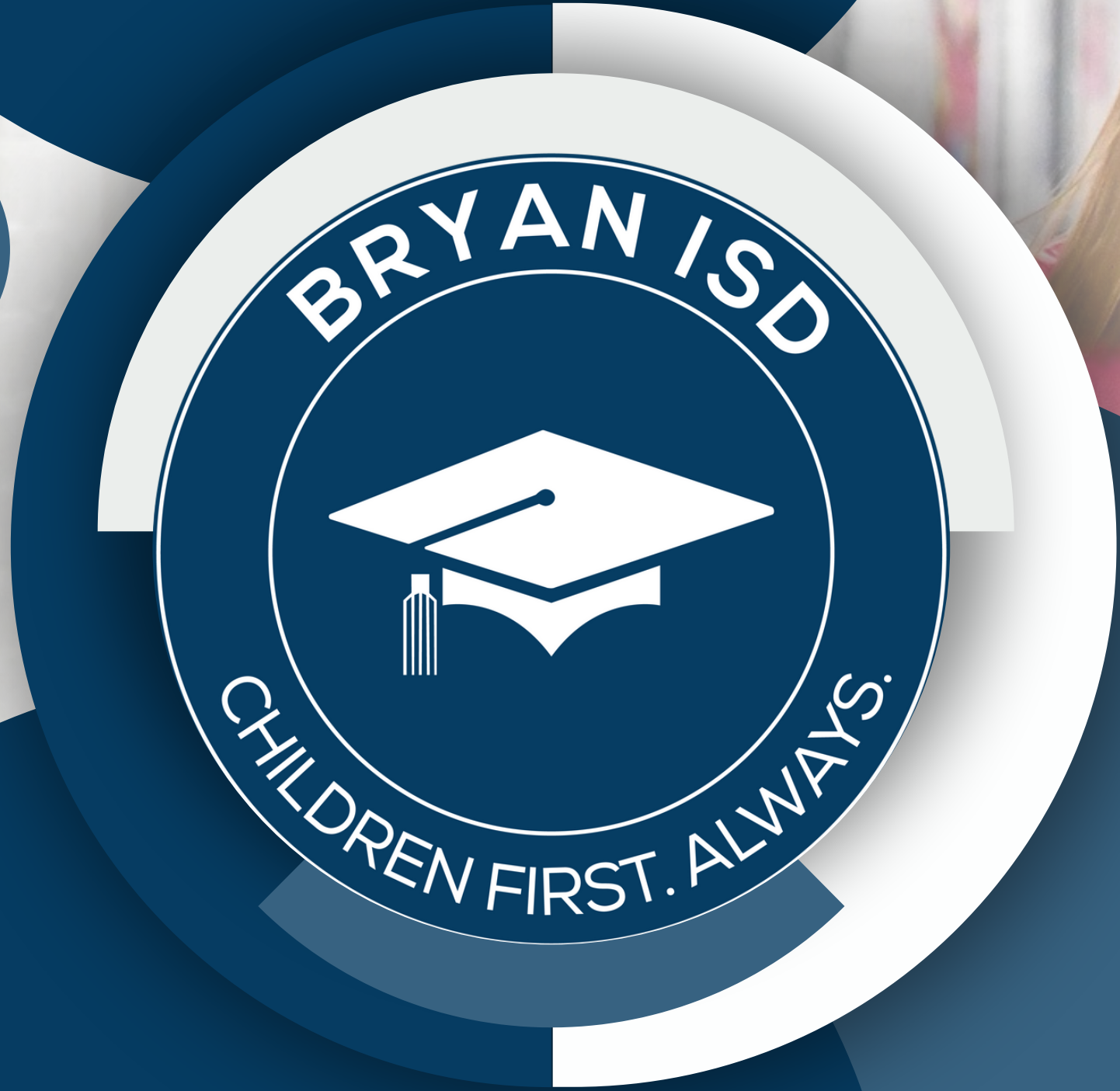
Late September 2023

### Bryan ISD Board Resolution



# Upcoming

- Early September: TEA will finalize the 2022-2023 Accountability Manual.
- Late September: TEA will release accountability ratings (letter ratings) for the 2022-2023 school year.



# STAAR Redesign & Accountability Refresh

August 21, 2023





**BRYAN ISD**  

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**FINE ARTS**

**FINE ARTS**  
**BOARD OF TRUSTEES**  
**AUGUST 21, 2023**



# VISUAL ARTS

District of Distinction

TAEA

TEXAS ART EDUCATION ASSOCIATION



4TH CONSECUTIVE YEAR TO EARN THE DISTRICT OF DISTINCTION FROM  
TEXAS ART EDUCATORS ASSOCIATION



# VISUAL ARTS



RECORD TURNOUT FOR  
THE 21ST ANNUAL  
BRYAN ISD ARTFEST  
IN MAY.





# VISUAL ARTS

You are invited to the

# 2023

IB DP  
STUDENT  
ART  
EXHIBITION

Some of the art pieces being shown

<p>Requiem</p>	<p>Kitsune</p>	<p>TIGR-2000nxs2</p>
<p>Aphrodite</p>	<p>Ares</p>	<p>Cutting Smile</p>
<p>Toblerone Mountain</p>		<p>Apple &amp; Pomegranate</p>



IB ART STUDENTS PREPARED THEIR GALLERY AT THE BRYAN ISD PERFORMING ARTS CENTER.

THEY PAINTED A MURAL AT THE VILLA MARIA H.E.B. AT THE REQUEST OF THE STORE MANAGER.



# VISUAL ARTS

OUR STUDENTS PARTICIPATED IN CREATING ART FOR BLACK HISTORY MONTH



ART DISPLAYED AT THE BOB BULLOCK MUSEUM IN AUSTIN,

6 STUDENTS QUALIFIED FOR STATE V.A.S.E.  
5 RECEIVED THE HIGHEST SCORE

THREE OF OUR TEACHERS PRESENTED AT THE NATIONAL ART EDUCATORS ASSOCIATION CONVENTION.





# MUSIC



Brought to you by The **NAMM** Foundation®

3RD CONSECUTIVE YEAR TO BE AWARDED THE "BEST COMMUNITIES FOR MUSIC EDUCATION"



# ELEMENTARY MUSIC



**“CELEBRATING OUR DIFFERENCES THROUGH MUSIC!”**

**OUR GRADE LEVEL PROGRAMS HELP TO TEACH IMPORTANT LESSONS  
THROUGH MUSIC.**



# BAND



**INSTRUMENT NIGHT IS ALWAYS A BIG EVENT FOR OUR 5TH GRADERS AS THEY CHOOSE THEIR INSTRUMENT FOR BEGINNING BAND.**



# BAND

**UIL CONCERT AND SIGHTREADING**

**BRYAN WIND SYMPHONY - STRAIGHT "1'S"**

**BRYAN SYMPHONIC BAND - SUPERIOR ON STAGE**

**RUDDER WIND ENSEMBLE - SUPERIOR ON STAGE**

**SFA WIND ENSEMBLE - SUPERIOR ON STAGE**





# CHOIR





# CHOIR

OUR CHOIR STUDENTS DO SO MUCH MORE THAN CONCERTS.

THEY ENGAGE OUR COMMUNITY WITH PERFORMANCES SUCH AS:

- PERFORM FOR THE BRAZOS VALLEY FOOD BANK
- THE ANNUAL FEAST OF CAROLS BRINGS HUNDREDS TO BRYAN HIGH SCHOOL
- THE PRINCESS TEA PARTY ENGAGES OUR YOUNG STUDENTS WITH HIGH SCHOOL CHOIR MEMBERS
- ACAFEST REACHES ACROSS TO COLLEGE STATION, WITH ALL 4 LOCAL HIGH SCHOOLS PRESENTING AN EVENING OF A CAPPELLA MUSIC





BRYAN ISD  
FINE ARTS

# ORCHESTRA

BRYAN ISD ORCHESTRA PROGRAM HAS GROWN BY ALMOST  
200 STUDENTS IN THE LAST 10 YEARS.

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BRYAN H.S. JV ORCHESTRA EARNS SUPERIOR RATING  
FIRST TIME IN SCHOOL HISTORY



SFA ORCHESTRA EARNS FIRST  
SWEEPSTAKES IN 32 YEARS



**BRYAN ISD**  
FINE ARTS

LOS VIKINGOS EARNED A TRIP TO THE  
UIL STATE MARIACHI FESTIVAL FOR THE 6TH STRAIGHT  
YEAR.

LOS VIKINGOS WERE INVITED TO PERFORM FOR THE  
OPENING DINNER OF THE TEXAS BANDMASTERS  
ASSOCIATION

COMING FALL 2023 RUDDER HIGH SCHOOL  
MARIACHI ESTRELLA DE PLATA

# MARIACHI





# THEATRE





# DANCE



SFA BRONCO BELLES



BRYAN SHY-ANNES



DAVILA TEX-ANNS



RUDDER RANGERETTES



# PERFORMING ARTS CENTERS

500+ - EVENTS AND REHEARSALS

12 - STUDENT WORKERS

TEXAS ASSOCIATION OF MARIACHI EDUCATORS STATE CONTEST

36 GROUPS FROM ACROSS THE STATE

UPGRADED THE SOUND AND LIGHTING AT THE

RUDDER PERFORMING ARTS CENTER



# WHY WE DO THIS

**RJ BADILLO, ASIA HESLIP, AND KYLIE JASSO  
SIGNING THEIR SCHOLARSHIP COMMITMENTS  
TO FURTHER THEIR EDUCATION IN FINE ARTS!**



**ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA**

1. Consider Approval of the Meeting Minutes for July 17 and July 25, 2023

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## **BRYAN ISD BOARD OF TRUSTEES MEETING**

July 17, 2023

The Bryan ISD Board of Trustees met for a regular meeting on July 17, 2023, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street Bryan, TX 77803.

### Board members present:

- Dr. Julie Harlin
- Felicia Benford
- Ruthie Waller
- David Stasny
- Leo Gonzalez, II

### Absent Board members:

- Dr. Deidra Davis
- Mark McCall

### Staff members present:

- Ginger Carrabine
- Dr. Barbara Ybarra
- Kevin Beesaw
- Carol Cune
- Julea Johnson
- Crystal Goodman
- Dr. Brian Merrell
- Jennifer Warren
- Ron Clary
- Linda Montoya
- Clay Falls
- Janice Williamson
- David Reynolds
- Tiffany Lee

### **CALL TO ORDER**

Board President, Dr. Julie Harlin, called the meeting to order at 6:00 p.m. and welcomed all attendees.

### **Pledges of Allegiance**

Students from Branch Elementary and the Brazos Valley Regional Day School recited the American pledge, while Navarro Elementary recited the Texas pledge. Both pledges were pre-recorded for the summer.

## **Citizens' Comment**

No comment cards were presented.

## **Spotlight**

### **Recognition of the Hispanic Forum of Bryan College Station Donation for Rudder High School Mariachi Uniforms**

Dr. Alma Velez and Erma Pineda, representatives from the Bryan College Station Hispanic Forum, presented the Rudder High School Director with a check for the district's Mariachi program at Rudder High School. The district recognized the Hispanic Forum for their outstanding contribution to education and continued support of Bryan ISD.

## **Superintendent's Update**

The Administration attended the Annual Hispanic Forum of Bryan College Station Gala. The countdown to the opening of Sadberry Intermediate is near. Bryan's ISD marketing campaign is underway. Enrollment is open district-wide. Cabinet Administrators presented to colleagues across the state at annual conferences.

## **Standing Committees**

### **Finance Committee: District Budget Process Information and Review of Local Policy**

Trustee, David Stasny, stated that the committee met and discussed the district's budgeting process for the upcoming year. The committee also discussed the accrual of compensatory time for paraprofessionals and district practices for promoting a work-life balance.

### **Safety & Security: District Safety Committee Update**

Trustee, Leo Gonzalez II, stated that the administration updated the committee on possible security devices that could be used for classroom doors. The committee also received information about the types of glass used in district facilities. The district will continue collaborating with Region 6 and the TX Education Agency to clarify HB3 legislative requirements.

## **Information Items**

### **STAAR Redesign and Accountability Update**

Associate Superintendent of Teaching and Learning, Dr. Barbara Ybarra, gave a high-level overview of the STAAR Redesign and Accountability Refresh. Earlier this year, TEA released raw score tables with the following guidance.

- Likely did not pass
- Zone of uncertainty
- Likely passed

In May 2023, TEA released the Preliminary Accountability Manual for public comment. The manual will act as a technical guide that explains how the Texas Education Agency uses the accountability system to evaluate the academic performance of Texas Public Schools. In the new district rating calculations for 2023, each campus domain score will be multiplied by the percent of enrollment and then summed to find the district accountability rating. This one change will impact the overall score for the district. The Texas Education Agency will adopt the final Accountability Manual in late summer. It will include the proposed changes to indicators and calculations, CCMR

adjustments in scoring, and district proportional rating calculation methodology. The proposed changes will make it impossible for districts to compare next year to prior years with any reliability. TEA has stated that a campus with an A in 2022 may improve in 2023 and yet receive a B under the new accountability system. The performance levels and assessment results for the 3-8 grade STAAR will be released in August. The final 2023 Accountability Manual will be released in September.

### **Student Attendance Campaign**

Executive Directors of School Leadership Crystal Goodman, Linda Montoya, and Dr. Brian Merrell gave a high-level overview of the 2023-2024 school year attendance initiative. The slogan for this year will be “Soar to Success, 9 days or Less. But, Exemplary is Best”. The focus will not be on perfect attendance but on missing 9 days or less. For students to be successful, they must be in school. The Administration met with campus administrators and staff for feedback to improve attendance district-wide. Campuses will implement a classroom motivation system and an attendance tracker to promote the initiative. The District’s goal for the 2023-2024 school year is for all Bryan ISD students to miss 5% or fewer school days (9 days or less). Bryan ISD’s goal is for every student in Bryan to graduate from high school and to prepare them for post-secondary opportunities and employment.

### **Athletics Year in Review**

Executive Director of Athletics, Janice Williamson, gave a high-level overview of all the 2022-2023 athletic programs. Athletes competed and qualified in numerous District and State competitions within their prospective sport. Multiple students signed letters of intent to play sports at the collegiate level. The future is bright for Bryan ISD, with students being committed to excellence in the classroom and in athletics.

### **District Budget Process Overview**

Assistant Superintendent of Business Services, Kevin Beesaw, provided an update on the budget process. The district received the certified property values. The unassigned fund balance was approximately \$40,000,00. Factors influencing next year’s budget are student enrollment, increase in property values, recruitment and retention, available federal funding, inflation, and new instructional facility allotment.

The Board approved employee stipends earlier this year. However, due to the uncertainty of the legislature, raises have been put on hold until a future date until further clarification from the State regarding the funding source for possible employee raises. The administration will continue to monitor the information the State shares to provide the best options for the district.

### **Career & Technical Education Overview and Update**

Career and Technical Education Director David Reynolds gave a brief overview of the current partnerships with area districts. Over the past 4 years, Bryan ISD has partnered with Snook ISD and is currently in its third year with College Station ISD. The program offers juniors and seniors the opportunity to take automotive technology, construction technology, and industrial engineering at the Career and Technical Education Complex.

### **ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA**

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

- Meeting Minutes June 5, 2023
- Meeting Minutes June 20, 2023

- Bills Paid, Financial Statements, and Purchasing Report for June 2023
- Bryan ISD Investment Policy
- Quarterly Investment Report for the Quarter Ended May 31, 2023

**ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA**

**Business Services**

**DISCUSS AND CONSIDER APPROVAL OF SCHOOL UNIT INTERLOCAL AGREEMENT BETWEEN BRYAN ISD AND THE CITY OF BRYAN PERTAINING TO THE PROVISIONS OF SCHOOL RESOURCE OFFICERS**

Assistant Superintendent of Business Services, Kevin Beesaw, reported that the contract included the following positions for the 2023-2024 school year.

- 1 Sargent
- 2 SROs at BHS
- 2 SROs at Rudder
- 1 SRO at Davila
- 1 SRO at SFA
- 1 SRO for Mary Catherine Harris/DAEP/Bryan Collegiate
- 1 SRO for Jane Long, which also supports the west side elementary campuses
- 1 SRO for Rayburn, which also supports the east side elementary campuses

The estimated annual cost to Bryan ISD for the 2023-2024 school year was \$1,018,776 for ten officers. Bryan ISD continues to have an excellent working relationship with the City of Bryan for these services.

A **motion** was made by David Stasny and seconded by Leo Gonzalez, II, to approve the resolution authorizing the District to enter into an interlocal Cooperation Agreement with the City of Bryan pertaining to the provision of School Resource Officers. *The motion passed unanimously.*

**School Leadership**

**CONSIDER APPROVAL OF THE 2023-2024 MEMORANDUM OF UNDERSTANDING BETWEEN BRYAN ISD AND SNOOK ISD FOR STUDENT ENROLLMENT AT THE CAREER AND TECHNICAL EDUCATION COMPLEX (CTEC)**

Executive Director of School Leadership, Dr. Brian Merrell, stated that Bryan ISD invites partner district Snook ISD to enroll external students at the Career and Technical Education Complex (CTEC). The programs are for juniors and seniors in automotive technology, construction technology, industrial engineering and robotics, and welding technology. This will be the fourth year of the partnership with Snook ISD.

A **motion** was made by Leo Gonzalez, II and seconded by Felicia Benford for the approval of the Memorandum of Understanding between Bryan ISD and Snook ISD for student enrollment at the Career and Technical Education Complex (CTEC) as presented. *The motion passed unanimously.*

**CONSIDER APPROVAL OF THE 2023-2024 MEMORANDUM OF UNDERSTANDING BETWEEN BRYAN ISD AND College Station ISD FOR STUDENT ENROLLMENT AT THE CAREER AND TECHNICAL EDUCATION COMPLEX (CTEC)**

Executive Director of School Leadership, Dr. Brian Merrell, stated that Bryan ISD partners with College Station ISD under an agreement to enroll external students in a half-day program at the Career and Technical Education Complex (CTEC). The program targets juniors and seniors in automotive technology, construction technology, industrial engineering and robotics, and welding technology. This will be the third year of the partnership with College Station ISD.

A **motion** was made by Felicia Benford and seconded by Leo Gonzalez, II, for the approval of the Memorandum of Understanding between Bryan ISD and College Station ISD for student enrollment at the Career and Technical Education Complex (CTEC) as presented. *The motion passed unanimously.*

### **Teaching & Learning**

#### **CONSIDER APPROVAL OF PURCHASE OVER \$50,000 FOR SPECIAL EDUCATION CONTRACTED SERVICES**

Executive Director of Special Programs, Jennifer Warren, stated that with the current vacancies for Licensed Specialists in School Psychology (LSSP) (4)/Diagnosticians (1) and the continued influx of referrals, the administration recommends authorization for contracted services not to exceed \$225,000 for the 2023 -24 school year.

While the Board approved three other partnerships in June, those entities do not have any available LSSPs or Diagnosticians. This will be a new partnership for the 2023-24 school year with National Recruiting Consultants, LLC, which has verified availability for an LSSP and Diagnostician. This vendor is part of the CTPA interlocal agreement and has been approved by the Finance Department. Individuals with Disabilities Education Act (IDEA)

A **motion** was made by Leo Gonzalez, II and seconded by Ruthie Waller for the approval of the purchase of special education contracted services not to exceed \$225,000 as presented. *The motion passed unanimously.*

### **Local Governance**

#### **CONSIDER APPROVAL OF REVISIONS TO BOARD POLICY DEAB LOCAL**

Assistant Superintendent of Business Services Kevin Beesaw, and Assistant Superintendent of Human Resources, Carol Cune stated that Board Policy DEAB (Local) pertains to the compensation plan for wage and hourly laws. This policy provides the guidelines for the accrual of compensatory time and outlines the maximum accrual time and the pay-down of time guidelines. Currently, the policy allows a nonexempt employee to accrue time to 80 hours, and once the time is over 80 hours, the employee is paid down to 40 hours. Administration recommends changing the amount of accrual time to 40, and once the time is over 40 hours, the District shall require the employee to use the compensatory time, or at the District's option, the District shall pay the employee for the compensatory time down to a balance of 24 hours. Additionally, the use of compensatory time must be used within the duty year or paid.

This change aims to closely monitor overtime hours and encourage discussions when overtime is required to help promote work/life balance and be fiscally responsible.

A **motion** was made by David Stasny and seconded by Felicia Benford for the approval of the recommended revisions for Bryan ISD policy DEAB Local. *The motion passed unanimously.*

**Closed Session**

**CONVENE IN CLOSED SESSION**

Board President Dr. Julie Harlin called for a closed session at 8:11 p.m. as authorized by Government Code Chapter 551.074 and 551.0821 for the subjects allowed.

**CONSULTATION WITH DISTRICT'S LAWYER REGARDING NEW LEGISLATION RELATED TO STUDENT DISCIPLINE**

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

**LEVEL IV PARENT COMPLAINT HEARING**

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

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

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

**PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.0821, DELIBERATION CONCERNING A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED**

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

**DISCUSS ISSUES PERTAINING TO NETWORK SECURITY ASSESSMENTS AND INFORMATION AND DEPLOYMENT OF CRITICAL INFRASTRUCTURE/SECURITY DEVICES (TEXAS GOVERNMENT CODE 551.089)**

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

**Reconvene in Open Session**

The Board reconvened in an open session at 9:53 p.m. No action took place in the closed session.

**CONSIDERATION AND POSSIBLE ACTION REGARDING LEVEL IV PARENT COMPLAINT**

A **motion** was made by Leo Gonzalez, II and seconded by Felicia Benford for the Board to affirm the decision of the Administration in the Level II Hearing and continue the actions implemented in the Level I Grievance Hearing. *The motion passed unanimously.*

**ADJOURN**

The meeting adjourned at 9:54 p.m.

President

Secretary



## **BRYAN ISD BOARD OF TRUSTEES MEETING**

July 25, 2023

The Bryan ISD Board of Trustees met for a special meeting on July 25, 2023, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin
- Dr. Deidra Davis
- Felicia Benford
- Ruthie Waller
- Mark McCall
- David Stasny
- Leo Gonzalez, II

Staff members present:

- Ginger Carrabine
- Dr. Barbara Ybarra
- Kevin Beesaw
- Carol Cune
- Julea Johnson
- Crystal Goodman
- Dr. Brian Merrell
- Jennifer Warren
- Linda Montoya
- Clay Falls
- Tiffany Lee

### **CALL TO ORDER**

Board President, Dr. Julie Harlin, called the meeting to order at 6:04 p.m. and welcomed all attendees.

### **Citizens' Comment**

No comment cards were presented.

### **ITEMS FOR DISCUSSION AND OR ACTION**

### **Closed Session**

### **CONVENE IN CLOSED SESSION**

Board President Dr. Julie Harlin called for a closed session at 6:05 p.m. as authorized by Government Code Chapter 551.071, 551.074 and 551.076 for the subjects allowed.

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

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

**TEAM OF EIGHT CONTINUING EDUCATION TRAINING AND LEGISLATIVE UPDATE FOR THE 88TH LEGISLATIVE SESSION - TEXAS GOVERNMENT CODE 551.071**

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

**DISCUSSION REGARDING DEPLOYMENT OF SECURITY PERSONNEL - TEXAS GOVERNMENT CODE 551.076**

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

**Reconvene in Open Session**

The Board reconvened in an open session at 8:23 p.m. No action took place in the closed session.

**ADJOURN**

The meeting adjourned at 8:23 p.m.

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President

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Secretary

2. Consider Approval of Bills Paid, Financial Statements, and Purchasing Report for July 2023

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**GENERAL SPECIAL FUNDS  
CHECKS OVER \$3000  
JULY 2023**

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
1	604778	ACT	07/12/23	5,772.00	BHS, RHS and BCHS March WorkKeys Assessments to all CTE Concentrators		LOC
2	604781	ADVANCED TECHNOLOGIES CONSULTANTS	07/12/23	8,324.00	Penta 5-Axis CNC Milling Machine for CTE Complex		LOC
3	604786	AMAZON CAPITAL SERVICES INC	07/12/23	13,724.25	Districtwide: Office and Instruction Supplies		TT1, DED, LOC, Homeless
4	604801	BRYAN TEXAS UTILITIES	07/12/23	362,584.70	Districtwide: Monthly Electricity and Water		LOC
5	604811	CMC NEPTUNE LLC	07/12/23	4,510.00	Neptune Navigate Educate Online Curriculum Software, Districtwide		LOC
6	604822	EDUPHORIA INC	07/12/23	51,335.60	Eduphoria Suite Subscription for all Campuses, includes Direct Database Access	X	TTI, LOC, TT2
7	604826	FIKES WHOLESAL E INC	07/12/23	17,847.98	Transportation Fuel		LOC
8	604828	FOLLETT SCHOOL SOLUTIONS LLC	07/12/23	20,139.03	Districtwide Library Books		TTI, LOC
9	604849	JOHNSON SUPPLY	07/12/23	3,475.68	Maintenance: HVAC Supplies and Materials		LOC
10	604854	JOURNEY HOUSE TRAVEL INC	07/12/23	55,444.72	Hotel Reservations for Staff and Student Travel (AVID (31 staff) BHS BBQ Team, SkillsUSA State and National (15 staff and 56 students), Summer Institute (13 staff), and Misc Conferences (1-2 staff per stay)		TT2, LOC
11	604862	LIBERTY OFFICE PRODUCTS	07/12/23	3,357.21	Districtwide Summer School Classroom Supplies		TTI, LOC
12	604871	MARK W WOLFF LLC	07/12/23	16,655.00	Johnson Sidewalk and BHS Portable Sidewalk - Replaced Johnson Sidewalk to Alleviate Flooding		LOC
13	604872	LAW OFFICE OF WESLEY MATHIS PLLC	07/12/23	15,000.00	H1B Petition Legal Services		LOC
14	604882	OFFICE DEPOT, INC	07/12/23	27,859.54	Central Distribution Center Warehouse: Stock (22 Pallets of Copy Paper)		LOC
15	604884	OPTIMUM	07/12/23	4,355.11	Monthly District Phone Service		LOC
16	604885	OPTIMUM	07/12/23	10,108.01	Monthly District Internet Service		LOC
17	604889	PERRY WEATHER CONSULTING INC	07/12/23	9,713.37	District Weather Monitoring System Annual Renewal		LOC
18	604893	PRINCETON REVIEW	07/12/23	7,125.00	PSAT Fundamentals Live Online Course for up to 35 Students, includes Course Books and Practice Tests		LOC
19	604895	PROJECT LEAD THE WAY INC	07/12/23	4,691.75	Advanced Academic Lauch Classroom Kits for Ross, Jones, and Long		TTI, TT2
20	604896	PYRAMID SCHOOL PRODUCTS	07/12/23	3,807.96	Central Distribution Center Warehouse: Custodial, Office, Art, and Nurse Supply Stock		LOC
21	604901	RENAISSANCE LEARNING, INC.	07/12/23	4,888.40	Accelerated Reader Subscription for Jones		LOC
22	604915	SEIDLITZ EDUCATION	07/12/23	4,226.48	Districtwide Classroom Bilingual Resources		TT3
23	604916	SHERWIN-WILLIAMS CO	07/12/23	3,233.04	Maintenance: Paint and Blind Purchases for Districtwide Use		LOC
24	604925	STAPLES BUSINESS ADVANTAGE	07/12/23	3,104.64	Central Distribution Center Warehouse: Stock		LOC
25	604933	TEXAS A&M UNIVERSITY	07/12/23	40,669.16	BHS and RHS Graduation Venue Rental		IDEA, LOC
26	604934	TEXAS COMMERCIAL WASTE	07/12/23	5,648.92	Districtwide: Compact Dumpster Service		LOC
27	604741	N2 LEARNING LC	07/12/23	15,000.00	Leadership Institute Planning, Prep, and Facilitation		ESSER II
28	604756	LAUREN GUALANDRI	07/12/23	3,508.10	Tuition Reimbursement, Fall of 2022 and Spring of 2023 - Grant for Grow Your Own		TCLAS
29	604760	JORDANN PALASOTA	07/12/23	3,586.10	Tuition Reimbursement, Fall of 2022 and Spring of 2023 - Grant for Grow Your Own		TCLAS
30	604761	NITA RAGSDALE	07/12/23	4,867.35	Tuition Reimbursement, Fall of 2022 and Spring of 2023 - Grant for Grow Your Own		TCLAS
31	604774	MYRNA LEAH EVERHART	07/12/23	3,508.10	Tuition Reimbursement, Fall of 2022 and Spring of 2023 - Grant for Grow Your Own		TCLAS
32	604972	ACME ARCHITECTURAL HARDWARE	07/19/23	4,511.39	Maintenance: Districtwide Key Cores		LOC
33	604978	AMAZON CAPITAL SERVICES INC	07/19/23	23,439.96	Districtwide: Office and Instruction Supplies		TT1, TT3, VI, LOC
34	604981	BAYER CONSTRUCTION ELECTRICAL CONTR	07/19/23	3,714.35	BHS Silver: Trouble Electrical Phase Monitor, Rebuild, and Reinstall; Test		LOC
35	604985	BOSWORTH PAPERS	07/19/23	7,331.48	Print Shop Stock		PSHOP
36	604987	BRANCHING MINDS INC	07/19/23	133,648.00	Districtwide (PF-12) RTI Software Solution to Support Students Collaboratively, Annual License (Board Approved June 2023)	X	TTI
37	604989	BRYAN ISD EDUCATION FOUNDATION	07/19/23	3,458.73	Return of Unused Grant Funds, 2022-23		LOC
38	604990	BRYAN TEXAS UTILITIES	07/19/23	8,251.98	Campus: Monthly Electricity and Water		LOC
39	604994	CANDOR CONSULTING AND DIAGNOSTICS	07/19/23	20,909.23	Diagnostician and Ard Facilitator Services, includes Evaluations, Report Writing, and ARD Attendance (Board Approved Summer 2023)	X	IDEA
40	604996	CHI ST JOSEPH HEALTH REGIONAL HOSP	07/19/23	3,940.00	Transportation: Driver Physicals		LOC
41	604998	CHROMEBOOKPARTS.COM - PC PARTS PLUS	07/19/23	37,485.00	Student Chromebook Replacements, 1500 total		LOC
42	604999	CLIMATEC, LLC	07/19/23	3,093.36	Crockett HVAC Controllers		LOC
43	605007	DEER OAKS EAP SERVICES	07/19/23	3,084.48	Monthly EAP Services Charges	X	LOC
44	605008	DELL MARKETING L.P.	07/19/23	9,513.27	Desktop Computers and Monitors, 9 total		LOC
45	605010	DOCUNAV SOLUTIONS	07/19/23	3,600.00	Professional Service Time including Installation, Configuration, and Training for Laserfiche Forms and Workflows		LOC
46	605013	EDUCATION SERV CENTER REGION IV	07/19/23	3,700.00	Dyslexia Teacher Certifications, Virtual for 8 Staff Members		TCLAS
47	605019	FERGUSON ENTERPRISES	07/19/23	11,468.18	Davila Water Fountain Replacement with Bottle Fillers (9 total) and Maintenance Plumbing Supplies and Materials		LOC
48	605027	GULF COAST PAPER CO., INC.	07/19/23	4,099.20	Central Distribution Center Warehouse: Custodial, Office, Art, and Nurse Supply Stock		LOC
49	605033	HOUSTON INDEPENDENT SCHOOL DIST	07/19/23	14,406.12	Medicaid Finance and Consulting Services for June 2023		LOC
50	605034	IMAGINE LEARNING LLC	07/19/23	49,750.00	Reading and Math Site Licenses to help with Core Curriculum Student Centered Learning (Davila, Long, Sadberry, Rayburn, and SFA) (Board Approved June 2023)		TTI, LOC

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
51	605035	IMPACT FIRE SERVICES	07/19/23	22,780.00	SFA (PAC - older portion of building) Fire Alarm Sprinkler Relocation, Includes Parts and Labor - tied into new system to save on costs		LOC
52	605044	KYRISH TRUCK CENTER OF BRYAN	07/19/23	10,549.25	Transportation Parts and Supplies for Bus/Vehicle Repairs		LOC
53	605048	LISLE VIOLIN SHOP	07/19/23	16,097.50	Fine Arts Instrument Repairs and Supplies, Districtwide		LOC
54	605066	PROJECT LEAD THE WAY INC	07/19/23	3,200.00	RHS Engineering Annual Participation Fee for 2023-24		PERKINS
55	605076	SEIDLITZ EDUCATION	07/19/23	4,389.98	Districtwide Classroom Bilingual Classroom Resources		TT3
56	605088	TEXAS POLITICAL SUBDIVISIONS	07/19/23	16,122.00	Amendment to Property Insurance for Added Coverage	X	LOC
57	605102	XEROX FINANCIAL SERVICES	07/19/23	15,561.11	Districtwide: Monthly Copier Lease		LOC
58	604957	APPLE COMPUTER, INC.	07/19/23	264,252.00	RHS and Davila 5+ Year Teacher MacBook Air Computers (240 total), AppleCare (263 total), Power Adapter Cables (240 total), Drop Sleeve Pouch (60 total), Displays (23 total)		ESSER II
59	604958	FLIPPEN GROUP, L.L.C.	07/19/23	4,000.00	Johnson Capturing Kids Hearts Campus Premium Annual Fee		ESSER III
60	604960	HOUGHTON-MIFFLIN HARCOURT	07/19/23	13,017.60	BHS and RHS Texas Geography Student (350 total) and Teacher (10 total) Curriculum Package; BHS and RHS Texas World History Student (425 total) and Teacher (12 total) Curriculum Package	X	ESSER III
61	604962	TRACI LYNN HOLLOWAY	07/19/23	6,243.87	Tuition Reimbursement, Spring 2023 (Grow Your Own Grant)		TCLAS
62	604963	CIARA OATMAN	07/19/23	3,508.10	Tuition Reimbursement, Fall of 2022 and Spring of 2023 (Grow Your Own Grant)		TCLAS
63	605106	CITIBANK N.A.	07/25/23	12,819.40	Districtwide: Student Travel Meals, Fuel, and Sam's Purchases		LOC
64	605117	321 INSIGHT	07/27/23	9,000.00	Sp Ed Professional Development Training		IDEA
65	605118	ACCELERATE LEARNING INC	07/27/23	24,651.00	Grade 1 - 8 Hands on Instructional Kits, Districtwide	X	TTI
66	605126	AMAZON CAPITAL SERVICES INC	07/27/23	12,812.04	Districtwide: Office and Instruction Supplies		TTI, LOC, IDEA, TT2, DED
67	605131	AUTOMATED LOGIC CONTRACTING SERVICE	07/27/23	3,670.00	SFA and Henderson HVAC Repairs, includes Parts and Labor		LOC
68	605144	CHALK'S TRUCK PARTS, INC.	07/27/23	4,578.60	Transportation Vehicle Parts		LOC
69	605149	CPR CELL PHONE REPAIR - CS	07/27/23	3,985.00	Chromebook Parts and Materials for Repair of Damaged Computers		LOC
70	605153	DEBTBOOK	07/27/23	21,000.00	GASB 87 and 96 Compliance Software and Reporting, Annual License to include Set Up and Verification		LOC
71	605158	FLIPPEN GROUP, L.L.C.	07/27/23	4,000.00	Jones Capturing Kids Hearts Campus Premium Annual Fee		TTI
72	605160	GOGUARDIAN	07/27/23	7,074.00	Davila Pear Deck Annual Subscription to help with the Maximization of Content and Curriculum, Interactive Questions, polls, Quizzes, Formative Assessments, and Ready-to-Teach Templates designed by Educators		TTI
73	605173	LEE ENTERPRISES INC	07/27/23	4,335.01	Graduation and Norseman Graduation Postings and Ads		LOC
74	605179	MICRO INTEGRATION INC	07/27/23	6,656.00	Davila Additional Key Cards and Controllers, includes Parts and Labor		LOC
75	605180	MONOGRAMS & MORE	07/27/23	4,657.28	Districtwide Kindergarten and Enroll Here Yard Signs; Transportation Department Shirts		LOC
76	605193	READING HORIZONS	07/27/23	382,000.00	Reading Horizon Discovery Unlimited School Annual License for Kinder - 3rd, include Onsite Training and Professional Development Online Sessions for all Elementary Campuses (Grant Funded and Board Approved June 2023)	X	TCLAS
77	605196	RS INTEGRATION SOLUTIONS LLC	07/27/23	147,000.00	Merrill Green Scoreboard Replacement, Parts and Labor (Insurance Proceeds from Hail Storm 2021)	X	LOC
78	605197	SAVVAS LEARNING COMPANY LLC	07/27/23	4,950.00	BCHS Math XL Student Access Codes, 300 total		LOC
79	605201	STUDIES WEEKLY, INC	07/27/23	4,927.50	Grade 5 Texas Studies Weekly Annual Subscription Fee for Long, Rayburn, and Sadberry		LOC
80	605207	TEXAS POLITICAL SUBDIVISIONS	07/27/23	6,891.45	Auto Liability Insurance, June Deductible Billing Charges	X	LOC
81	605210	TRANE U S INC	07/27/23	9,650.00	Bowen HVAC Coiler Placement Parts		LOC
82	605217	SANTOSH VEMULA	07/27/23	3,672.25	Graduation Video Services		LOC
83	605219	WALSH GALLEGOS TREVINO KYLE	07/27/23	19,168.34	Legal Services, Personnel and/or Student	X	LOC
84	605222	XEROX FINANCIAL SERVICES	07/27/23	9,277.01	Districtwide: Monthly Copier Lease		LOC
85	605114	LEARNING WITHOUT TEARS	07/27/23	16,725.45	Grade K - 5 Keyboarding Online Resources, Annual Software Subscription		ESSER III
86	605115	STEPHANIE COX	07/27/23	6,814.29	Tuition Reimbursement, Summer 2022, Fall 2022 and Spring 2023 (Grow Your Own Grant)		TCLAS
87	605116	READING HORIZONS	07/27/23	125,288.75	Kinder - 3rd Reading Horizon Discovery Transfer Books Year 1 and 2, 6 sets total per grade level (Grant Funded - Board Approved June 2023)	X	TCLAS
<b>Disp Fund: 181 ATHLETIC</b>							
Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
88	604968	MONOGRAMS & MORE	07/19/23	3,708.70	Districtwide: Athletic Staff & Coach Shirts		1813
89	605111	RIDDELL/ALL AMERICAN SPORTS CORP	07/27/23	9,483.00	Football Helmet Reconditioning and Age Reject Replacements, 70 total		1813
90	605112	RS INTEGRATION SOLUTIONS LLC	07/27/23	11,275.00	Merrill Green Scoreboard Replacement, Parts and Labor (Portion exceeding Insurance Proceeds)	X	1813
<b>Disp Fund: 240 FOOD SERVICE</b>							
Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
91	36358	DON LEE FARMS	07/13/23	20,200.95	Districtwide: Commodity Processing		2403
92	36361	EDU-SOURCE CORPORATION	07/13/23	9,818.25	BHS Cafeteria Seating and Stools, includes Installation		2403
93	36364	EMS-LING INC	07/13/23	36,919.82	Cafeteria Management Software, all Campuses, Annual Subscription		2403
94	36366	HILAND DAIRY FOODS COMPANY INC	07/13/23	32,494.94	Districtwide: Milk		2403
95	36372	TRUIST - CASH ONLY ACCOUNT	07/13/23	3,750.00	Cafeteria Start Up Cash		2403
96	36374	WEST REPAIR SERVICE	07/13/23	4,436.32	Refrigerator Truck Repairs, includes Parts and Labor		2403

**Disp Fund: 461 ELEMENTARY/CTE/BRYAN COLLEGIATE CAMPUS ACTIVITY**

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
97	16493	SCHOLASTIC BOOK FAIRS	07/19/23	3,169.99	Henderson Bookfair		4613

**Disp Fund: 462 INTERMEDIATE/MIDDLE SCHOOL CAMPUS ACTIVITY**

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
98	12467	VARSITY SPIRIT FASHIONS & SUPPLIES	07/27/23	3,362.05	Davila Cheer Uniforms		4623

**Disp Fund: 463 BRYAN HIGH SCHOOL CAMPUS ACTIVITY**

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
99	7190	FIELD AND FLOOR FX	07/12/23	6,419.00	Band Props, includes Materials and Labor		4633
100	7191	NAT'L CHEERLEADERS ASSOC (NCA)	07/12/23	6,866.50	Cheer Camp, 2nd Payment, for BHS		4633
101	7196	VARSITY SPIRIT FASHIONS & SUPPLIES	07/19/23	3,586.50	Color Guard Uniforms		4633

**Disp Fund: 464 RUDDER HIGH SCHOOL CAMPUS ACTIVITY**

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
102	7237	DANCELINE PRODUCTIONS USA	07/27/23	11,830.00	Rangerette Camp Fees		4643

**Disp Fund: 699 CONSTRUCTION (Bond Projects)**

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
103	4631	AED SERVICE AMERICA	07/05/23	6,119.39	Sadberry Cardiac Science AED Units, Mounts, and Signage (4 total)	X	6993
104	4632	CAMPOS ENGINEERING INC	07/05/23	29,847.00	Sadberry Construction (Board Approval Date - 03/20/20)	X	6993
105	4634	DRYMALLA CONSTRUCTION COMPANY LLC	07/05/23	2,904,836.85	Sadberry Construction (Board Approval Date - 03/2020) & Ruby Haliburton Construction (Board Approved Date - 11/2020)	X	6993
106	4635	INTECH SOUTHWEST SERVICES LLC	07/05/23	72,748.00	Sadberry Classroom Chromebook Charging Carts, 52 total	X	6993
107	4636	MCKINSTRY ESSENTION LLC	07/05/23	14,490.00	Commissioning Services for Ruby Haliburton Construction (Board Approved Date - 11/2020 )	X	6993
108	4637	PBK ARCHITECTS, INC	07/05/23	131,237.54	Architect Services for Fencing at Kemp, Crockett, Fannin, Johnson, SFA, Ross, Mitchell and Construction: Ruby Haliburton Construction (Board Approved Date - 11/2020), Sadberry Construction (Board Approval Date - 03/2020)	X	6993
109	4638	PIRAINO CONSULTING	07/05/23	153,212.31	Sadberry TruTouch Displays (61 total) and Samsung Displays (3 total)	X	6993
110	4641	TERRACON CONSULTANTS, INC.	07/05/23	22,427.50	Geotechnical Services for Sadberry Construction (Board Approval Date - 03/2020) & Ruby Haliburton Construction (Board Approved Date - 11/2020 )	X	6993
111	4642	VOGLER SHEET METAL COMPANY INC	07/05/23	708,377.00	Roof Repairs for SFA, Kemp, Ross, and Mitchell	X	6993
112	4643	WALSH GALLEGOS TREVINO KYLE	07/05/23	8,643.00	Legal services for Contracts and Bids	X	6993
113	4644	WILTON'S OFFICE WORKS	07/05/23	701,161.53	Sadberry Furniture, Office and Classroom, includes Installation	X	6993
114	4646	ABDO PUBLISHING COMPANY	07/28/23	40,109.00	Sadberry Library Books	X	6993
115	4647	AMAZON CAPITAL SERVICES INC	07/28/23	3,062.85	Sadberry Classroom Supplies	X	6993
116	4648	BUCKEYE CLEANING CENTER	07/28/23	19,937.44	Sadberry Custodial Equipment	X	6993
117	4649	CAMPOS ENGINEERING INC	07/28/23	42,638.00	Sadberry Construction (Board Approval Date - 03/20/20)	X	6993
118	4650	CAPSTONE	07/28/23	45,607.73	Sadberry Library Books	X	6993
119	4651	DELL MARKETING L.P.	07/28/23	11,335.20	Sadberry Chromebooks, 30 total	X	6993
120	4652	DRYMALLA CONSTRUCTION COMPANY LLC	07/28/23	3,576,009.95	Sadberry Construction (Board Approval Date - 03/2020) & Ruby Haliburton Construction (Board Approved Date - 11/2020)	X	6993
121	4654	FOLLETT SCHOOL SOLUTIONS LLC	07/28/23	232,883.09	Sadberry Library Books	X	6993
122	4655	GLOBAL INDUSTRIAL	07/28/23	9,446.49	Sadberry Shelving, Material and Labor	X	6993
123	4656	GOPHER	07/28/23	3,206.84	Sadberry PE Supplies	X	6993
124	4660	LIBERTY OFFICE PRODUCTS	07/28/23	148,850.35	Sadberry Cafeteria Furniture, includes Labor	X	6993
125	4661	MOORECO INC	07/28/23	83,780.44	Sadberry Furniture, Classroom, includes Installation	X	6993
126	4662	PBK ARCHITECTS, INC	07/28/23	39,833.47	Architect Services for Roof Repairs at Kemp, Crockett, Fannin, Johnson, SFA, Ross, Mitchell and Construction: Ruby Haliburton Construction (Board Approved Date - 11/2020), Sadberry Construction (Board Approval Date - 03/2020)	X	6993
127	4664	RIDLEY'S VACUUM & JANITORIAL SUPPLY	07/28/23	11,897.63	Sadberry Custodial Equipment	X	6993
128	4668	TERRACON CONSULTANTS, INC.	07/28/23	14,682.50	Geotechnical Services for Ruby Haliburton Construction (Board Approved Date - 11/2020 )	X	6993
129	4670	WEST MUSIC COMPANY	07/28/23	12,172.00	Sadberry Fine Arts Equipment	X	6993

**Disp Fund: 784 SELF INSURANCE**

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
130	V9000353	SEDGWICK CLAIMS MANAGEMENT SERVICES	07/19/23	8,277.67	Workers Compensation Claims		7843

**Bryan ISD Monthly Update - Budgeted Funds**

**General Fund**

**July 2023**

	<b>Adopted Budget</b>	<b>11 Months July 2023</b>	<b>Estimated Budget Remaining</b>	<b>July Actual</b>
<b>Revenues:</b>				
Local and Intermediate Sources	97,176,000	99,716,785	(2,540,785)	2,964,615
State Programs	58,499,000	52,225,355	6,273,645	6,097,074
Federal Programs	2,610,000	1,712,650	897,350	28,516
<b>Total Revenues</b>	<b>158,285,000</b>	<b>153,654,790</b>	<b>4,630,210</b>	<b>9,090,205</b>
<b>Expenditures:</b>				
11 Instructional	97,041,021	93,813,169	3,227,852	8,151,851
12 Instructional Resources	1,548,815	1,518,884	29,931	124,324
13 Instructional Staff Development	3,485,850	3,148,799	337,051	280,907
21 Instructional Leadership	3,495,741	3,864,488	(368,747)	346,891
23 Campus Administration	10,454,870	9,987,615	467,255	909,152
31 Guidance and Counseling	5,694,480	5,594,845	99,635	521,870
32 Social Work Services	420,371	164,637	255,734	15,525
33 Health Services	1,955,308	1,904,786	50,522	160,606
34 Student Transportation	7,455,668	6,902,551	553,117	259,623
35 Food Services	25,000	1,943	23,057	726
36 Cocurricular / Extracurricular	4,158,088	3,884,136	273,952	222,596
41 General Administration	4,542,665	4,445,426	97,239	334,805
51 Plant Maint. And Operations	16,035,805	13,605,036	2,430,769	(463,995)
52 Security and Monitoring	1,792,030	1,530,164	261,866	66,403
53 Data Processing Services	2,563,532	2,444,083	119,450	154,135
61 Community Services	156,256	202,068	(45,812)	25,325
71 Debt Services	835,000	625,953	209,047	-
72 Debt Services - SECO Loan	-	-	-	-
81 Facilities Acquisition & Constr.	-	-	-	-
95 Juvenile Justice AEP	60,000	43,324	16,676	-
97 Tax Incremental Financing	-	-	-	-
99 Intergovernmental Charges	1,127,500	1,145,472	(17,972)	298,193
<b>Total Expenditures</b>	<b>162,848,000</b>	<b>154,827,379</b>	<b>8,020,621</b>	<b>11,408,938</b>
Other Resources*	0	22,265	(22,265)	-
Other Uses**	0	(659,480)	(659,480)	-
<b>Net Other Resources and Uses</b>	<b>0</b>	<b>(637,215)</b>	<b>(637,215)</b>	<b>-</b>

\*\*Other Uses include portable roof repairs and HVAC repairs due to damage from prior year hail storms  
A Budget Amendment will be brought to cover the negative balances.

\*Other Resources include sale of equipment from CTEC.

**Bryan ISD Monthly Update - Budgeted Funds**

**Debt Service**

**July 2023**

	<b>Adopted Budget</b>	<b>11 Months July 2023</b>	<b>Estimated Budget Remaining</b>	<b>July Actual</b>
<b>Revenues:</b>				
Local and Intermediate Sources	31,003,602	31,499,507	(495,905)	892,953
State Programs	150,000	799,288	(649,288)	-
<b>Total Revenues</b>	<b>31,153,602</b>	<b>32,298,795</b>	<b>(1,145,193)</b>	<b>892,953</b>
<b>Expenditures:</b>				
71 Debt Services	31,153,602	27,048,817	4,104,785	3,872,644
<b>Total Expenditures</b>	<b>31,153,602</b>	<b>27,048,817</b>	<b>4,104,785</b>	<b>3,872,644</b>

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

**Bryan ISD Monthly Update - Budgeted Funds**

**School Nutrition Services**

**July 2023**

	<b>Adopted Budget</b>	<b>11 Months July 2023</b>	<b>Estimated Budget Remaining</b>	<b>July Actual</b>
<b>Revenues:</b>				
Total Revenues*	11,000,000	11,991,929	(991,929)	111,208
<b>Expenditures:</b>				
35 Food Services	10,535,000	9,887,179	647,821	609,874
51 Plant Maint. And Operations	465,000	465,000	-	-
<b>Total Expenditures</b>	<b>11,000,000</b>	<b>10,352,179</b>	<b>647,821</b>	<b>609,874</b>

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

**Bryan ISD Monthly Update - Non-Budgeted Funds**  
**Special Revenue Funds**  
**July 2023**

	<b>Adopted Budget</b>	<b>11 Months July 2023</b>	<b>Estimated Budget Remaining</b>	<b>July Actual</b>
<b>Revenues:</b>				
Local and Intermediate Sources	-	839,707	-	71,791
State Programs	-	3,814,999	-	677,120
Federal Programs	-	27,632,214	-	4,100,154
Other	-		-	-
<b>Total Revenues</b>	-	<b>32,286,920</b>	-	<b>4,849,065</b>
<b>Expenditures:</b>				
11 Instructional	-	16,486,554	-	2,003,243
12 Instructional Resources	-	80,634	-	10,000
13 Instructional Staff Development	-	4,505,706	-	725,685
21 Instructional Leadership	-	873,698	-	61,506
23 Campus Administration	-	1,066,789	-	82,653
31 Guidance and Counseling	-	2,211,220	-	77,178
32 Social Work Services	-	824,918	-	66,838
33 Health Services	-	856,822	-	-
34 Student Transportation	-	1,454,499	-	84
35 Food Services	-		-	813,506
36 Cocurricular / Extracurricular	-	813,506	-	(501,600)
41 General Administration	-	252,049	-	2,255,752
51 Plant Maint. And Operations	-	2,502,506	-	(686,228)
52 Security and Monitoring	-	69,762	-	(11,969)
53 Data Processing Services	-	57,794	-	172,668
61 Community Services	-	230,462	-	(220,253)
71 Debt Services	-		-	-
81 Facilities Acquisition & Constr.	-		-	-
95 Juvenile Justice AEP	-		-	-
97 Tax Incremental Financing	-		-	-
99 Intergovernmental Charges	-		-	-
<b>Subtotal Expenditures</b>	-	<b>32,286,920</b>	-	<b>4,849,065</b>
Other Uses	-	-	-	-
<b>Total Expenditures</b>	-	<b>32,286,920</b>	-	<b>4,849,065</b>

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

BRYAN INDEPENDENT SCHOOL DISTRICT  
 REPORT OF SUPERINTENDENT APPROVED PURCHASES (\$25,000 - \$50,000)  
 FOR THE MONTH OF JULY 2023



Date	Dept	Campus	Vendor	Amount	Fund	Purch Method	Description
07/26/23	C & I	Admin	Avant Assessment	\$48,110.00	SCE	CTPA Cooperative Alliance	Avant Stamps 25 Listening and Speaking; Avant Stamps 4S Language for BHS, Rudder, BCHS, SFA and Davila
07/27/23	Sp Ed	Admin	Curriculum Associates	\$31,646.05	Title II	Buyboard	i-Ready, Toolbox, and Professional Development

**BRYAN INDEPENDENT SCHOOL DISTRICT  
PURCHASE AUTHORIZATION REQUEST**

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

**VENDOR:** Avant Assessment

**FUNDING AMOUNT:** \$48,110

**ADDRESS:** 940 Williamette Street, Suite 530

**FUNDING SOURCE:** SCE

**CITY, STATE ZIP:** Eugene, OR 97401

**DATE REQUIRED:** July 2023

**PURCHASING/BID METHOD:**

CTPA Kileen ISD, Contract 19-24-05-301

**DESCRIPTION:**

Avant Stamps 25 Listening and Speaking; Avant Stamps 4S Language for BHS, Rudder, BCHS, SFA, and Davila

**JUSTIFICATION:**

Avant STAMP is Standards-based Measurement of Proficiency. Currently, our assessments are based on the ACTFL Proficiency Guidelines. Avant provides a variety of assessments which tests variations of the four language skills: Reading, Writing, Listening, and Speaking.

**EFFECT ON FUTURE BUDGET YEAR:**

N/A

**REQUESTED BY:**

Lisa Mouton/Barbara Ybarra

**DATE:**

July 2023

**KEVIN BEESAW, ASSIST SUPT OF BUS SERV**

**APPROVED:**

**DENIED:**

**GINGER CARRABINE, SUPERINTENDENT**

**APPROVED:**

**DENIED:**

**DATE OF BOARD MEETING:**

**APPROVED:**

**DENIED:**

**BUSINESS OFFICE USE ONLY:**

**FORM 1295 REC'D:** YES:  NO:

**PURCHASE ORDER NO:** \_\_\_\_\_

**BUDGET TRANSFER REQUIRED:**

**DATE ISSUED:** \_\_\_\_\_

YES:  NO:

Req # 139139

VE

### Bryan Independent School District Requisition

To be ordered from:  
Avant Assessment

Date: 7/12/2023  
Vendor ID: 37620

Phone#

Bill to: Bryan ISD  
801 S. Ennis

Requested By: Lisa Mouton  
For: Renewal for Avant

*RHS, BHS, BCHS, SFA, Davila*

QUANTITY	UNIT PRICE	STOCK #	DESCRIPTION	TOTAL PRICE
2400	\$15.90		Avant STAMP 2S- Listening & Speaking Only- Language TBD (except Hebrew)	\$38,160.00
500	\$19.90		Avant STAMP 4S- Language TBD (except Hebrew)	\$9,950.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Amount</b>				<b>\$48,110.00</b>

Charge to Budget Expense Code:  
*See attached*

Approved: *Lisa M. Mouton*  
 Approved: *Greg Hill*  
 Approved: *[Signature]*  
*RT 7.19.23 58*

RECEIVED  
 JUL 18 2023  
 BUSINESS SERVICES

Avant Assessment

Amount 48,110.00

CAMPUS #	SCHOOL NAME	At-Risk Enrollment	Budget Code							Amount
001	BHS	<b>1,687</b>	199	3	11	001	24	48	639900 ✓	16,024.00
002	RHS	<b>1,415</b>	199	3	11	002	24	48	639900 ✓	13,440.40
003	BCHS	<b>203</b>	199	3	11	003	24	48	639900 ✓	1,928.20
041	STEPHEN F AUSTIN MS	<b>881</b>	199	3	11	041	30	48	639900 ✓	8,368.20
047	ARTHUR L DAVILA MS	<b>879</b>	199	3	11	047	30	48	639900 ✓	8,349.20
		<b>5,065</b>								<b>48,110.00</b>



Price Quote

Account Name	Bryan Independent School District	Created Date	7/11/2023
Contact Name	Lisa Mouton	Expiration Date	8/25/2023
Quote Number	00024243	Billing Preference	Standard Billing
		Invoice Payment Terms	Upon Receipt
Billing Contact	Lisa Mouton	Prepared By	Bonnie Peterson
Billing Address	801 S. Ennis St.	Phone	(801) 678-0299
Billing City State Zip	Bryan, TX 77803	Email	bonnie.peterson@avantassessment.com
Billing Email	<a href="mailto:lisa.mouton@bryanisd.org">lisa.mouton@bryanisd.org</a>		

Product	Quantity	List Price	Discount Price	Extended List	Extended Discount
Avant STAMP 2S - Listening & Speaking Only - Language TBD (Except Hebrew)	2,400.00	\$54.90	\$15.90	\$131,760.00	\$38,160.00
Avant STAMP 4S - Language TBD (Except Hebrew)	500.00	\$79.90	\$19.90	\$39,950.00	\$9,950.00
Total Price					\$48,110.00

Please sign and return this Price Quote to confirm the purchase.

- **Standard Billing** – I agree to be invoiced upon Avant's receipt of signed Price Quote or Purchase Order. If tests taken exceed the order quantity, I agree to be invoiced for the additional tests at the rate stated on this quote at the time the overage is incurred. If tests taken are fewer than the order quantity, I understand that a Test Credit will be issued to my account for any unused test. Test Credits are valid until June 30 of the following school year. *Example: For an order placed during the 2022-2023 School Year, tests would be valid until June 30, 2024.*
- I have reviewed the Price Quote and agree to the cost and terms listed therein
- I agree to be invoiced according to the terms outlined in this quote
- I have confirmed that the Billing Contact and associated information is accurate and up-to-date

Accepted by (signature):  Date: 7/12/2023

Printed Name: Lisa Mouton

Title: Social Studies & world Languages Coordinator

**DISTRICT PRE-APPROVAL FOR USE OF FUNDS**

Submitted by:	Lisa Mouton	<b>Quick Reference</b>	
Dept. Name:	C&I	<b>Program</b>	<b>Respond to Questions:</b>
Expenditure Item Requested:	AVANT	Title I, Part A	1-9 and 11-12
		Title II, Part A	1-8 and 10-12
Fund Source:	SCE	Title III, Part A	1-8 and 11-12
Total Cost:	\$48,110.00	SCE	1-5 and 11-12

**Attach to this form a highlighted copy of the CNA and DIP page on which the expenditure is included. You must maintain documentation to support your responses to each of the following.**

<b>Allowability, all programs – If you answer no to question 1, 2, 3, 4 or 5 the expense is not allowable.</b>		
1. The expenditure is in alignment with Bryan ISD curriculum.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. The expenditure is reasonable in cost, necessary to carry out program activities, and allocable to the federal or SCE program.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. The expenditure is supplemental – not required by state law or local policy/procedure.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. The expenditure addresses a need identified in the district Comprehensive Needs Assessment. <i>Attach a highlighted copy of the CNA page from Plan4Learning.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5. The expenditure is included as an activity or strategy in the District Improvement Plan. <i>Attach a highlighted copy of the DIP page from Plan4Learning.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Allowability, federal programs – If you answer no to question 6, 7, 8, or 9 Title funds may not be used.</b>		
6. The expenditure supports an activity aligned to meet the challenging State content standards.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. The expenditure supports an evidence-based educational strategy.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. The expenditure is new OR non-federal funds have not been used in the past for the expenditure.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. Title I only - The activity/expenditure will upgrade the entire educational program.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No or N/A
<b>Title II, Part A Only</b>		
10. If using Title II, Part A funds, describe the professional development activity that will be carried out to support this expenditure.		
<b>Timeliness of Purchase – All Programs</b>		
11. If the expenditure occurs in the <b>LAST 90-DAYS</b> of the grant or program: How will the cost benefit students enrolled in the current school year? <i>We will be testing in August and April.</i>		
<b>Evaluation – All Programs</b>		
12. How will the expenditure be evaluated to measure a positive impact on student achievement? For Title III, include how the expenditure will be evaluated to measure the positive impact on English Language Acquisition. <i>This is pre and post testing to evaluate student growth</i>		

**BRYAN INDEPENDENT SCHOOL DISTRICT  
PURCHASE AUTHORIZATION REQUEST**

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

**VENDOR:** Curriculum Associates

**FUNDING AMOUNT:** \$31,646.05

**ADDRESS:** 153 Rangeway Road

**FUNDING SOURCE:** Title II

**CITY, STATE ZIP:** North Billerica, MA 01862

**DATE REQUIRED:** July 2023

**PURCHASING/BID METHOD:**

Buyboard 653-21 Purchasing Cooperative

**DESCRIPTION:**

I-Ready, Toolbox, and Professional Development Purchase

**JUSTIFICATION:**

i-Ready Learning is a collection of high-quality instructional resources that help students learn and grow by accessing grade-level materials. Grounded in best-practice instructional design, these tools provide rigorous and motivating reading and mathematics instruction that engages students of all levels and backgrounds, motivates students to persist in skill building, provides scaffolded support that meets the needs of all students, creates personal learning pathways for each student in i-Ready Personalized Instruction, and connects to i-Ready Diagnostic data so teachers can make informed teaching decisions.

**EFFECT ON FUTURE BUDGET YEAR:**

N/A

**REQUESTED BY:**

Catherine George/Barbara Ybarra

**DATE:**

July 2023

**KEVIN BEESAW, ASSIST SUPT OF BUS SERV**

**APPROVED:**

**DENIED:**

**GINGER CARRABINE, SUPERINTENDENT**

**APPROVED:**

**DENIED:**

**DATE OF BOARD MEETING:**

**APPROVED:**

**DENIED:**

**BUSINESS OFFICE USE ONLY:**

**FORM 1295 REC'D:** YES:  NO:

**PURCHASE ORDER NO:** \_\_\_\_\_

**BUDGET TRANSFER REQUIRED:**

**DATE ISSUED:** \_\_\_\_\_

YES:  NO:

**BRYAN INDEPENDENT SCHOOL DISTRICT**

**REQUISITION**

To be ordered from:

Curriculum Associates  
Vendor Code# 959

Date 07/17/23  
FormID# 173215  
Quote# 320694.1  
This is Not a Purchase Order

**DELIVER**

**TO: Technology Support Center / James Brau**

(Location)  
800 S. Texas Ave.

(Street)  
Bryan, Texas 77803

*00139125*

Quantity	Unit Price	Description	Total Price
1	23,975.00	i-Ready	23975.00
1	6,966.00	Toolbox	6966.00
1	2,000.00	Professional Development	2000.00
		Educational Savings	(1044.90)
		For Dala Henry/ Taylor Rives	0.00
			0.00
			0.00
			0.00
		<b>PLEASE SEND PO TO MEAGAN HUERTA</b>	0.00
			0.00
			0.00
		<b>ALL INFO ON THIS REQUISITION MUST BE ON THE PURCHASE ORDER</b>	0.00
			0.00
			0.00
		Shipping and Handling (if applicable)	0.00
<b>TOTAL AMOUNT</b>			<b>31896.10</b>

SCHOOL or PROGRAM Milam- SPED

TEACHER Meagan Huerta/ Joanne Lerma/ Catherine George

CHARGE TO BUDGET EXPENSE CODE: \_\_\_\_\_

APPROVED \_\_\_\_\_  
Principal/Administrator

\_\_\_\_\_  
(to be filled out by Principal/Admin.)

Not valid unless properly approved and has FormID# included

Enter your requisition into finance plus including the required ship to info.

# Curriculum Associates

Prepared For:  
Dala Henry  
Bryan ISD  
101 N Texas Ave,  
Bryan, TX 77803

3/23/2023

Dear Dala Henry,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2023-2024		Quote ID: 320694.1	Valid through: 12/31/2023	
Product		List Price	Net Price	
i-Ready		\$23,975.00	\$23,975.00	
Toolbox		\$6,966.00	\$5,921.10	
Professional Development		\$2,000.00	\$2,000.00	
		List Total:	\$32,941.00	
		Savings:	\$1,044.90	
		Shipping/Tax/Other:	\$0.00	
		Total:	\$31,896.10	

Thank you again for your interest in Curriculum Associates.

Sincerely

Trenda Trevino-Sims

ttrevino-sims@cainc.com

Please submit this quote with your purchase order

3. Consider Approval of a Purchase Over \$50,000 for Property, General Liability and Automobile Insurance

66



August 18, 2023

Michael Stires  
Bryan Independent School District  
801 S Ennis  
Bryan, TX 77803

66

Dear Michael,

Please see the attached renewal proposal and coverage summary for Bryan Independent School District's 2023-2024 Property and Casualty Insurance Renewal. Our insurance submission was sent to the marketplace for the solicitation of property insurance proposals comparable to the renewal terms offered by Texas Political Subdivisions (TPS). Ultimately, it is the recommendation of ANCO Insurance to renew coverage with TPS for the following lines of coverage: Property, General Liability, Auto Liability, and Auto Physical Damage.

The insurance market has remained hardened, more so than it has been over the past 20+ years. As has been the case in prior years, industry-wide losses, as well as individual loss ratios have contributed to an increased rate for the 2023-2024 renewal pricing. When compared to the expiring policy, the addition of a new location, as well as the gradual increase in total insured value due to inflation and increased cost of construction, has contributed to the increase in premium. Last year, the Total Insured Value (TIV) was increased by a total of \$27,859,123, or a 5% increase in exposure. This year, however, the increase in TIV (including the value of the new location) totals \$77,102,042, or a 13% increase in exposure. The total renewal premium for property coverage is \$2,594,082, which includes a 33% increase in rate. The renewal premium includes the increase in value for the new location.

Other than the increase in TIV, TPS has provided renewal terms to match that of the expiring policy. There is no coinsurance, and the policy will retain the Replacement Cost Valuation, with the only exception being roofs that are 20 years old or older, which would be subject to an Actual Cash Value valuation. TPS has maintained the same deductible structure as expiring, and as listed below.

All Other Perils -	\$100,000
Wind and Hail -	3% per location with a \$500,000 minimum
Earth Movement -	\$150,000
Flood -	\$150,000
Equipment Breakdown -	\$10,000
EDP Hardware, Media, and Data -	\$5,000
Contractor's Equipment -	\$1,000
Musical Instruments & Band Uniforms -	\$1,000



In addition to the terms presented by TPS, numerous carriers were approached for a multi-layered property program (approximately 40 additional markets) designed for school districts with high total insured values. All indications from the layered program are that they are unable to have competitive premiums with that offered by TPS. Moreover, the layered program would not have favorable coverage, when compared to that offered by TPS, including cap on losses for any one occurrence, as well as a higher deductible structure. TPS offers the full policy limits in the event of a single catastrophic loss, and has maintained the expiring deductible structure. Please refer to the 2023 Policy Comparison and Proposal for a detailed summary of the coverage proposed by TPS.

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TPS has offered renewal terms for the General Liability, which includes the additional coverage for cyber liability and crisis management. The general liability premium has increased from \$18,172 at expiring, to \$26,031 at renewal. The general liability policy will continue to provide a \$2,000,000 each occurrence limit, \$2,000,000 general aggregate limit, \$2,000,000 products/completed operations limit, \$2,000,000 personal & advertising injury limit, and \$100,000 in damage to premises rented to you. The employee benefits liability is included, also sustaining a \$1,000,000 limit. The General Liability policy is subject to a \$1,000 deductible, each occurrence.

The cyber liability policy offers a \$1,000,000 limit, subject to a \$25,000 retention for members with revenue below \$50,000,000. A \$50,000 retention would apply for members with revenue between \$50,000,000 and \$250,000,000. Additional markets have been approached to provide higher cyber liability limits, with the renewal of the School Leaders Liability. Please refer to the TPS cyber liability highlights for additional details regarding the cyber liability policy.

In addition to the cyber liability, TPS also provides a coverage extension for Crisis Management/Workplace Violence to its members. The additional coverage includes a \$2,250,000 limit. Additional details for this coverage part are included within the TPS coverage highlights attached to the proposal.

TPS provided coverage to match that of the expiring for the Auto Liability and Physical Damage. The auto liability policy is up \$5,766 from expiring, or 3%. The policy provides a \$100,000/\$300,000/\$100,000 limit, subject to a \$10,000 auto liability deductible. The auto physical damage is also as expiring, providing Actual Cash Value to covered vehicles, subject to a \$1,000 deductible. The premium for this portion of coverage is up \$6,220, or 12%. The increase in premium on the auto policy is derived from the increase in exposure, with the number of units totaling 289, an increase in unit count from 282 at expiring. This represents an increase of 7 units, or a 2.5% increase in exposure.

For all of the Casualty lines of coverage combined, the District will experience an increase from expiring, with matching coverage limits and deductible. The premium for these coverages was \$227,603 at expiring, with the renewal terms totaling \$247,448. This represents an increase in both rate and exposure.



Please see the below summary of the 2023/2024 renewal premium recommendations, including the 2022/2023 expiring year annual premium for comparison purposes:

	<u>2022/2023</u>	<u>2023/2024</u>
Commercial Property	\$1,767,572	\$2,594,082
General Liability (including Cyber Liability)	\$18,172	\$26,031
Auto Liability	\$157,697	\$163,463
Auto Physical Damage	\$51,734	\$57,954
Total	\$1,995,175	\$2,841,530

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As stated above and within the attached comparison of terms, it is Anco's recommendation to renew coverage through TPS for the 2023/2024 policy period. If you have any questions, please do not hesitate to let us know.

Sincerely,

Grant Graham, CIC, CLCS  
Vice President, ANCO Insurance

Bryan ISD 2023 Property Insurance Quote Comparison			
8/18/2023	2022/23 Renewal Quote	2023/24 Renewal Quote	Marketing Summary
Agent	Higginbotham	Higginbotham	
Property Insurance Fund or Program	Texas Political Subdivision Self Insurance Fund	Texas Political Subdivision Self Insurance Fund	Declinations received as part of the non-competitive layered property market from the following Property Insurance Carriers or Funds:
Best Rating (Reins)	AGRIP Approved	AGRIP Approved	ARCH Insurance Group
Assessable	No	No	Arrowhead Insurance Managers
			Aspen Insurance
<b>Est Annual Premium including taxes and fees</b>	<b>\$1,767,572</b>	<b>\$2,594,082</b>	AWAC
Property Total Insured Value	\$591,729,219	\$668,831,261	AXA XL
Rate per \$100	\$0.2987	\$0.3879	Axis
Terrorism under TRIA	Excluded	Excluded	Beazley
Coinsurance	None	None	Berkshire Hathaway Specialty Ins
Valuation	Replacement Cost except ACV on all roofs 20 years old or older	Replacement Cost except ACV on all roofs 20 years old or older	CNA Insurance Company
Blanket/Scheduled	Blanket	Blanket	Catalytic
Loss Limit per Occurrence	\$591,729,219	\$668,831,261	CM Vantage
Sublimit for Wind/Hail Loss to Single Ply Membrane Roofs including EPDM, TPO, PVC membranes and similar systems	No Sublimit but ACV for PVC Single Ply Membrane Roofs; RC for TPO/EPDM (Rubber) Single Ply Membrane Roofs	No Sublimit but ACV for PVC Single Ply Membrane Roofs; RC for TPO/EPDM (Rubber) Single Ply Membrane Roofs	Core Specialty
Cosmetic Roof Damage (Metal Roof)	Limited - 50% of Replacement Cost up to \$1,000,000	Limited - 50% of Replacement Cost up to \$1,000,000	Crum & Forster
			Curotech
<b>Deductibles:</b>			Diamond State Insurance Company
Windstorm or Hail	3% per Location for Wind/Hail with \$500,000 Minimum per Occurrence	3% per Location for Wind/Hail with \$500,000 Minimum per Occurrence	Ethos Specialty
All Other Perils	\$100,000 per Occ	\$100,000 per Occ	Everest
Earthquake	\$150,000 per Occ	\$150,000 per Occ	General Star
Flood	\$150,000 per Occ	\$150,000 per Occ	Global XS Partners
Musical Instruments & Uniforms	\$1,000 per Occ	\$1,000 per Occ	Hallmark
Electronic Data and Media	\$5,000 per Occ	\$5,000 per Occ	Hanover
Computer Equipment	\$5,000 per Occ	\$5,000 per Occ	Insurisk
Boiler and Machinery	\$10,000 per Occ	\$10,000 per Occ	Ironshore
			James River Insurance Company
<b>Property Extras (Sublimits are part of and not in addition to the Blanket Limit and are subject to the Deductible)</b>			Kemah
Terrorism (Without TRIA)	\$100,000,000 Shared Limit	\$100,000,000 Shared Limit	Kinsale
Errors and Omissions	\$1,000,000	\$1,000,000	Lexington
Extra Expense	\$5,000,000	\$5,000,000	Liberty Mutual Insurance Company
Expediting Expense	\$5,000,000	\$5,000,000	Lloyds of London
Additions and Renovations by ISD Employees	Included	Included	Markel
Additions and Renovations by Contractors	Included	Included	Mitsui
Newly Acquired Property for 180 Days	\$10,000,000	\$10,000,000	Munich Re
Personal Property at Newly Acquired Buildings	Included	Included	Navigators
Personal Property in Transit	\$1,000,000	\$1,000,000	Paragon XS
<b>Electronic Data, Media and Hardware</b>	<b>\$9,140,339</b>	<b>\$9,140,339</b>	Rivington
Valuable Papers	\$5,000,000	\$5,000,000	RLI
Limited Pollution Coverage	\$500,000	\$500,000	RSUI
Debris Removal	Lesser of \$10,000,000 or 25% of Loss	Lesser of \$10,000,000 or 25% of Loss	Seneca
Ordinance and Law: Undamaged Portion of Bldg (A)	Policy Limit	Policy Limit	Sompo/Endurance
Ordinance and Law: Demolition (B)	Policy Limit	Policy Limit	Starr Specialty
Ordinance and Law: Increased Cost of Construction @	Policy Limit	Policy Limit	Swiss Re
Unnamed Location/U.S.	\$5,000,000	\$5,000,000	Travelers
Unscheduled Tracks and Fields	\$2,500,000	\$2,500,000	Waypoint
Back up of Sewers and Drains	\$1,000,000	\$1,000,000	Westchester
Personal Property of Employees	\$1000 per Employee \$100,000 per Occurrence	\$1000 per Employee \$100,000 per Occurrence	WKFC
Signs, Street Lights, and Traffic Lights	\$1,000,000	\$1,000,000	Zurich E&S
Glass	Included	Included	
Food Spoilage	\$250,000	\$250,000	
Flood (excluding Flood Zones)	\$10,000,000	\$10,000,000	
Earth Movement	\$10,000,000	\$10,000,000	
<b>Musical Instruments &amp; Uniforms</b>	<b>\$1,326,939</b>	<b>\$1,326,939</b>	
<b>Contractors Equipment</b>	<b>\$500,000</b>	<b>\$500,000</b>	
Fine Arts	\$1,000,000	\$1,000,000	
Outdoor Plants (maximum \$1000 per plant) excl Wind/Hail	\$1,000,000	\$1,000,000	
Outdoor Property (max \$250,000 per item) excl Wind/Hail	\$1,000,000	\$1,000,000	
Installation Floater	Excluded	Excluded	
Fungus, Mold, or Mildew	\$25,000 per Occurrence \$250,000 Aggregate/Yr	\$25,000 per Occurrence \$250,000 Aggregate/Yr	
Off Premises Utility Interruption Property Damage	\$5,000,000	\$5,000,000	
Off Premises Utility Interruption Business Income	Included	Included	
Contingent Business Interruption	Excluded	Excluded	
Money and Securities	Excluded	Excluded	
Virus Exclusion	Yes	Yes	
<b>Equipment Breakdown</b>			
Property Damage	\$250,000,000	\$250,000,000	
Testing	Excluded	Excluded	
Hazardous Substances	\$250,000	\$250,000	
Data Restoration	\$250,000	\$250,000	
Perishable Goods	\$250,000	\$250,000	
CFC Refrigerants	\$250,000	\$250,000	
Ordinance and Law: Undamaged Portion of Bldg (A)	Included	Included	
Ordinance and Law: Demolition (B)	Included	Included	
Ordinance and Law: Increased Cost of Construction @	Included	Included	
Expediting Expenses	Included	Included	
Newly Acquired Locations	\$10,000,000	\$10,000,000	
This table is for comparisons only. Please refer to policy for actual coverage terms and limits.			

**Bryan ISD 2023 General Liability and Auto Insurance Quote Comparison**

8/18/2023	2022/23 Renewal Quote	2023/24 Renewal Quote
Agent	Higginbotham	Higginbotham
<b>General Liability Company/Fund</b>	<b>Texas Political Subdivision Self Insurance Fund</b>	<b>Texas Political Subdivision Self Insurance Fund</b>
Best Rating	AGRIP Approved	AGRIP Approved
Assessable	No	No
<b>Est Annual Premium</b>	<b>\$18,172</b>	<b>\$26,031</b>
Limit per Occurrence	\$2,000,000	\$2,000,000
Limit Aggregate	\$2,000,000	\$2,000,000
Limit Employee Benefits Liability	\$1,000,000	\$1,000,000
Medical Payments	Excluded	Excluded
Damage to Rented Premises	\$100,000	\$100,000
Cyber Privacy Liability	\$1,000,000	\$1,000,000
Cyber Claim/Event Costs	\$1,000,000	\$1,000,000
Cyber Notification Costs	\$1,000,000	\$1,000,000
Cyber Liability Deductible	\$25,000 for member revenue below \$50MM, \$50,000 for member revenue b/w \$50MM-\$250MM	\$25,000 for member revenue below \$50MM, \$50,000 for member revenue b/w \$50MM-\$250MM
Cyber Liability Premium	Included	Included
School Crisis Coverage	as outlined in TPS Proposal	as outlined in TPS Proposal
Corporal Punishment	Included	Included
Punitive Damages	Excluded	Excluded
Sexual Abuse/Molestation	Included - Not for Perpetrator	Included - Not for Perpetrator
Psychological Counseling Professional Liability	Excluded	Excluded
General Liability Deductible	\$1,000 per Claim	\$1,000 per Claim
Employee Benefits Liability Deductible	\$1,000 per Claim	\$1,000 per Claim
Additional Insureds?	Available	Available
Law Enforcement Liability	Excluded	Excluded
Joint Venture	Excluded	Excluded
Sports or Athletic Contest	Excluded	Excluded
<b>Auto Liability Company/Fund</b>	<b>TPS</b>	<b>TPS</b>
Best Rating	AGRIP Approved	AGRIP Approved
Assessable	No	No
Number of Vehicles	282	289
<b>Est Annual Premium</b>	<b>\$157,697</b>	<b>\$163,463</b>
<b>Cost per Vehicle</b>	<b>\$559</b>	<b>\$566</b>
Auto Liability Limit	\$100,000/\$300,000/\$100,000	\$100,000/\$300,000/\$100,000
\$1,000,000 for any occurrence that takes place outside of Texas and Within the United States	Will Meet State Requirements	
Deductible	\$10,000	\$10,000
Hired and Non-owned Auto Liability	Included	Included
Scheduled or Automatic Coverage for New Vehicles	Automatic Coverage	Automatic Coverage
Excluded Drivers	Case by Case	Case by Case
Driver Surcharges	No	No
Employees as Insured	Yes	Yes
Medical Payments	\$1,000	\$1,000
PIP Limit	Excluded	Excluded
UIM Limit	\$30,000/\$60,000/\$25,000	\$30,000/\$60,000/\$25,000
Auditable	Yes	Yes
Students Covered While Operating "Owned Vehicles"	Yes	Yes
Garage Keepers Liability	\$50,000	\$50,000
Garage Liability	Covered by General Liability, Immunity Applies	Covered by General Liability, Immunity Applies
Operation of Garage Customer's Vehicle	Included	Included
<b>Auto Physical Damage Company/Fund</b>	<b>TPS</b>	<b>TPS</b>
Best Rating	AGRIP Approved	AGRIP Approved
Assessable	No	No
<b>Est Annual Premium</b>	<b>\$51,734</b>	<b>\$57,954</b>
<b>Cost per Vehicle</b>	<b>\$183</b>	<b>\$201</b>
Valuation	ACV	ACV
Deductible	\$1,000	\$1,000
Hired Auto Physical Damage	\$50,000	\$50,000
Hired Auto Physical Damage Deductible	\$1,000	\$1,000
Maximum Any One Event Coverage	ACV	ACV
Maximum Any One Event Deductible	n/a	n/a
Auditable	Yes	Yes
Punitive or Exemplary Damages	Excluded	Excluded
Pollutants	Excluded	Excluded
Cancellation Clause	10 Days for Non-Payment; 60 Days All Other	10 Days for Non-Payment; 60 Days All Other
Claim Notice	Prompt Notice	Prompt Notice
<b>Total General Liability and Auto Premium</b>	<b>\$227,603</b>	<b>\$247,448</b>
This table is for comparisons only. Please refer to policy for actual coverage terms and limits.	70	

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# Insurance Proposal

for

# Bryan ISD

Presented by:

Don Smith, ARM, CPCU  
Senior Vice President

Grant Graham, CIC  
Vice President

Revised  
August 18, 2023



Anco Insurance - Bryan  
1111 Briarcrest Drive  
Bryan, TX 77802  
[www.anco.com](http://www.anco.com)

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This presentation briefly summarizes the proposal for your insurance. It is not a legal contract and is provided to facilitate your understanding of your insurance program quoted through our available markets. Please refer to the actual policies for specific terms, coverages, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review upon request prior to the binding of coverage.

In assisting you with your insurance needs we have been dependent upon information provided to us by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring them to our attention. Should any of your business operations or exposures to loss change after coverage is bound, it is essential to let us know promptly so proper coverage(s) and related concerns can be discussed.

## Your Dedicated Service Team

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<b>Oliver Sims Claims Manager</b>	
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# Marketing Summary

Line of Business	Carrier	Company Response
Commercial Property	Higginbotham - TPS	Estimated: \$2,594,082
Equipment Floater	Higginbotham - TPS	Included
Boiler & Machinery	Higginbotham - TPS	Included
Cyber Insurance	Higginbotham - TPS	Included
Business Auto	Higginbotham - TPS	Estimated: \$221,417
Commercial General Liability	Higginbotham - TPS	Estimated: \$26,031
Commercial Property Inc.	PEAT	Declined
Commercial Property –Stand alone Casualty	Travelers Ins. Co.	Declined
Commercial Property – Layered Property Program	ARCH Insurance Group	Declined
	Arrowhead Insurance Managers	Declined
	Aspen Insurance	Declined
	AWAC Insurance	Declined
	AXA XL Insurance	Declined
	Axis Insurance	Declined
	Beazley Insurance	Declined
	Berkshire Hathaway Specialty Insurance	Declined
	CNA Insurance	Declined
	Catalytic Insurance	Declined
	CM Vantage Insurance	Declined
	Core Specialty Insurance	Declined
	Crum & Forster Ins	Declined
	Curotech Insurance	Declined
	Diamond State Insurance	Declined
	Ethos Specialty Insurance	Declined
	Everest Insurance	Declined
	General Star Insurance	Declined
	Global XS Partners	Declined
	Hallmark Insurance	Declined
	Hanover Insurance	Declined
	Insurisk Insurance	Declined
	Ironshore Insurance	Declined
	James River Insurance	Declined
	Kemah Insurance	Declined
	Kinsale Insurance	Declined

Line of Business	Carrier	Company Response
	Lexington Insurance	Declined
	Liberty Mutual Insurance Company	Declined
	Lloyds of London Ins	Declined
	Markel Insurance	Declined
	Mitsui Insurance	Declined
	Munich Re Insurance	Declined
	Navigators Insurance	Declined
	Paragon XS Ins	Declined
	Rivington Insurance	Declined
	RLI Insurance	Declined
	RSUI Insurance	Declined
	Seneca Insurance	Declined
	Sompo/Endurance Ins	Declined
	Starr Speciality Ins.	Declined
	Swiss Re Insurance	Declined
	Travelers Insurance	Declined
	Waypoint Insurance	Declined
	Westchester Ins.	Declined
	WKFC Insurance	Declined
	Zurich E&S Insurance	Declined



# Insurance Proposal

*Prepared for:*

**Bryan ISD**



Brian Schneider, CIC, CLCS  
Managing Director

500 W. 13th Street  
Fort Worth, TX 76102  
(817) 336-2377 | [www.higginbotham.net](http://www.higginbotham.net)



## YOUR BUSINESS INSURANCE SERVICE TEAM

Core Service Team		
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# RISK MANAGEMENT TEAM



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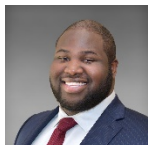
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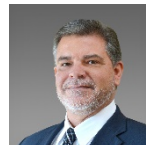
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## Eric Crawford

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## Lindsay Garrett

*Claims Executive*  
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## Claims Reporting

*Available 24/7 at (844) 857-5899*  
And [reportclaim@higginbotham.net](mailto:reportclaim@higginbotham.net) weekdays



## SUPPLEMENTAL TO PROPOSAL

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy and is not intended to reflect all terms and conditions or exclusions of each proposed policy. Moreover, the information contained in this document reflects proposed coverage as of the effective date of the proposed policy and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy. The insurance afforded by the listed proposed policy is subject to all terms, exclusions and conditions of such proposed policy. All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

This insurance offering is with a program that is not subject to financial review and rating by A M Best. Please be aware that if the provider of this offering is unable to meet its financial obligations, Higginbotham will attempt to replace your coverage with another insurance program. However, we will not be responsible for any provider's inability to meet their financial obligations.



# PREMIUM SUMMARY - COMPARISON

Coverage	Renewal		Expiring	
	Exposure	Premium	Exposure	Premium
Property \$100,000 AOP 3%/\$500,000 Wind & Hail	\$668,831,261	\$2,594,082	\$591,729,219	\$1,767,572
General Liability	\$2,000,000	\$8,571	\$2,000,000	\$8,306
Cyber Liability	Shared Limits	\$17,460	Shared Limits	\$9,866
Auto Liability	\$100/\$300/\$100	\$163,463	\$100/\$300/\$100	\$157,697
Auto Physical Damage	289 Vehicles	\$57,954	282 Vehicles	\$51,734
<i>Total</i>		\$2,841,530		\$1,995,175

Coverage	Optional	
	Exposure	Premium
Property \$250,000 AOP 5%/\$500,000 Wind & Hail	\$668,831,261	\$2,344,646
General Liability	\$2,000,000	\$8,571
Cyber Liability	Shared Limits	\$17,460
Auto Liability	\$100/\$300/\$100	\$163,463
Auto Physical Damage	289 Vehicles	\$57,954
<i>Total</i>		\$2,592,094

## COMPANY BILL PAYMENT

Full Annual Payment

Explanations are in general terms and do not change or replace the terms or conditions of the policies.



**CARRIER** Texas Political Subdivisions  
**BEST'S RATING** Inter-local Pool  
**POLICY PERIOD** 9/1/2023 – 9/1/2024  
**COVERAGE** Property

**NAMED INSURED**

- Bryan ISD

**PERILS INSURED**

Risks of Direct Physical Loss Subject to Policy Terms, Conditions and Exclusions.

**BLANKET LIMITS**

Coverage	Limit
Buildings	\$589,361,357
Business Personal Property	\$68,502,626
Equipment Breakdown	\$250,000,000
Electronic Data, Media and Hardware	\$9,140,339
Contractors Equipment	\$500,000
Musical/Band Instruments and Uniforms	\$1,326,939

**ADDITIONAL COVERAGES**

Coverage	Limit
Newly Acquired Property	\$10,000,000
Extra Expense	\$5,000,000
Valuable Papers and Records	\$5,000,000
Property in Transit	\$1,000,000
Accounts Receivable	\$5,000,000
Demolition Cost and ICC (Coverage A, B & C)	Included

*Explanations are in general terms and do not change or replace the terms or conditions of the policies.*



Flood & Earth Movement	\$10,000,000
Spoilage	\$250,000
Outdoor Property (max per item may apply)	\$1,000,000
Miscellaneous Unnamed Locations	\$5,000,000
Unscheduled Tracks and Fields	\$2,500,000

**DEDUCTIBLES**

*Note: Per occurrence unless stated otherwise.*

- All Other Perils \$100,000
- Wind and Hail \*3%
- Flood \$150,000
- Earth Movement \$150,000
- Equipment Breakdown \$10,000
- EDP Hardware, Media & Data \$5,000
- Contractors Equipment \$1,000
- Musical Instruments/Uniforms \$1,000

\*3% of Total Insurable Values at the time of the loss at each location subject to a minimum of \$500,000 any one Occurrence for all loss or damage arising out of Wind/Hail.

*For the purpose of the wind/hail deductible each line item reported on SOV constitutes a separate location. It will apply to the total value at that location (sum of building and content).*

**CO-INSURANCE**

- None

**VALUATION**

- Replacement Cost, except ACV on Contractors Equipment and Other IM Coverages

**PREMIUM**

\$2,594,082



# GENERAL LIABILITY

**CARRIER** Texas Political Subdivisions  
**BEST'S RATING** Inter-local Pool  
**POLICY PERIOD** 9/1/2023 – 9/1/2024  
**COVERAGE** General Liability

## NAMED INSURED

- Bryan ISD

Public liability (not Auto, Employers' or Other Specific Liability Type) for Bodily Injury and Property Damage claims arising from business operations for which you are legally liable.

## LIMITS OF LIABILITY

Coverage	Limit
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Damage to Rented Premises	\$100,000
Employee Benefits Liability (Not Claims-Made)	\$1,000,000
<ul style="list-style-type: none"> <li>• Included in GL Each Occurrence and General Aggregate, Max Annual Agg</li> <li>• Deductible</li> </ul>	\$1,000

## DEDUCTIBLE

- \$1,000 Per Claim – BI & PD Combined

## INCLUDED COVERAGES

- Additional coverage for: Elected and Appointed Officials, Members of Boards or Commissions, Employees and Volunteers
- Incidental Medical Malpractice
- Corporal Punishment

*Explanations are in general terms and do not change or replace the terms or conditions of the policies.*



# GENERAL LIABILITY

## EXCLUSIONS

- Employee-Related Claims
- Pollution
- Asbestos
- Contractors
- Law Enforcement Professional Liability (including security guard operations)
- School Board Legal Liability
- Terrorism
- Mold

## PREMIUM

\$ 8,571	General Liability
<u>\$17,460</u>	<u>Cyber Liability</u>
\$26,031	Total



# AUTOMOBILE

**CARRIER** Texas Political Subdivisions  
**BEST'S RATING** Inter-local Pool  
**POLICY PERIOD** 9/1/2023 – 9/1/2024  
**COVERAGE** Automobile

## NAMED INSURED

- Bryan ISD

Basic Coverage Form for insuring commercial automobile exposures. Your Automobile Policy does not provide coverage for Cellular Telephones or for Mobile Sound Equipment, such as C.B. Radios, unless the coverage is added by special endorsement.

Liability	Limit
<u>Liability Limits</u>	\$100,000
Any Auto	\$300,000
	\$100,000
Deductible	\$10,000
<u>Uninsured/Underinsured Motorists</u>	\$30,000
	\$60,000
	\$25,000
Deductible	\$250
<u>Auto Medical Payments</u>	\$1,000

Physical Damage	Deductible
<u>Comprehensive</u>	\$1,000
Actual Cash Value	
<u>Collision</u>	\$1,000
Actual Cash Value	
<u>Hired Car Physical Damage</u>	\$50,000
Comprehensive Deductible*	\$1,000
Collision Deductible*	\$1,000



Garagekeepers Legal Liability	Deductible
<u>Comprehensive</u>	\$50,000
Deductible	\$1,000
Max Any One Event	\$5,000
<u>Collision</u>	\$50,000
Deductible	\$1,000

*\*Deductibles apply “per Auto” unless stated otherwise*

**AUTOMOBILE SCHEDULE**

*Per Schedule on File – 289 Vehicles*

**HIGHLIGHTS**

- Broad Definition of Covered Party
- Hired Physical Damage on an Excess Basis
- All Owned, Hired and Non-Owned Vehicles for Liability, including vehicles under long-term lease.
- Automatic Coverage on Vehicles Acquired during policy term subject to Annual Self-Audit

**EXCLUSIONS**

- Personal Injury Protection
- Terrorism
- Mold

**PREMIUM**

\$221,417



# TEXAS POLITICAL SUBDIVISIONS JSIF CYBER LIABILITY HIGHLIGHTS

## GENERAL TERMS

Carrier	Chubb
A.M. Best Rating	A++ (Superior)
Consultants	Chubb Vendors & Partners: TPS utilizes an approved Chubb list for members Cyber Breach Coach, Forensics & Investigations, Notification & Monitoring and Public Relations to provide cyber management services.
Policy Number	EON G29012052 005
Territory	Territory is Worldwide unless amended with Excluded Countries
Deductibles	\$25,000 for members with revenues below \$50,000,000, \$50,000 for members with revenues between \$50,000,000-\$250,000,000 & \$100,000 for members with revenues greater than \$250,000,000 **social engineering deductible is \$100,000 per member** **Member deductibles do not erode Chubbs limit. After a member deductible is satisfied the member has access to full limits**
Annual Aggregate	\$1,000,000 for All Other / \$100,000 for Social Engineering Fraud & Payment Card
Ransomware Encounter Endorsement	If the proximate cause of a ransom loss were directly related to the member not having MFA implemented, the member's deductible would be \$100,000. Endorsement only applies if a member does not have MFA implemented for access to Email or Network. Additionally, the endorsement does not apply to any other type of loss, only ransom losses.
Neglected Software Exploit Endorsement	If a member knew (first known date) a patch, fix, or mitigation technique was available but did not implement it and had a <u>loss directly related to not implementing the patch, fix, or mitigation technique 46 days after the first known date</u> , the members limit for that loss would be reduced, and a coinsurance percentage would apply per this Period of Neglect chart. Period of Neglect - % of Coinsurance - Limit: 46-90 days - 5%/95% - \$500k, 91-180 days - 10%/90% - \$250k, 181-365 days - 25%/75% - \$150k or 365+ days - 50%/50% - \$100k. Coinsurance defined: If a loss of this type occurred, the normal member deductible would apply, then the member shares in the coinsurance limit split (member/Chubb) up to the limit for that period of neglect.
Protective Safeguards Exclusion Endorsement (Specified Security Safeguards)	The purpose of this endorsement is to exclude losses (cyber incidents) that specifically arise from a <u>direct result</u> of the members failure to implement MFA for remote access to email or network. For example, if a hacker is able to steal the ID's and passwords of individuals accessing a member network or email remotely, and the act of the hacker was due to the member not having MFA in place, coverage would not be extended. Coverage is still provided for losses (cyber incidents) that are not a <u>direct result</u> of not having MFA in place (i.e., just because there was a hack into a system, or a members employee falls for a phishing email scheme, or losing a laptop or sending information to the wrong email recipients, or any other losses (cyber incidents) that was not the <u>direct result</u> of the member not having MFA implemented, or a Log4Shell vulnerability.

COVERAGE	LIMIT/WAITING PERIOD	COVERAGE DESCRIPTION
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\*First Party Coverage\*

### CYBER INCIDENT RESPONSE FUND

Notification	Limit	\$1,000,000	Provides coverage for drafting notification letters and reports and communicates as required with any regulatory, administrative, or supervisory authority. Retaining call center and other related services for notification as required by law. Notifying a natural person whose PI has been wrongfully disclosed or otherwise compromised, including retaining a notification service.
Credit Monitoring	Limit		Provides credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management service, or fraud alert services.
Public Relations	Limit		Provides expenses related to retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of or mitigating financial harm to the insured.
Forensics Investigation	Limit		Provides expenses for retaining the services of a third-party computer forensics firm to determine the cause and scope of a cyber incident.
Criminal Reward	Limit		Provides any reasonable amount to an informant or information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible.

Limits for Non-Panel Providers \$250,000/\$250,000

### BUSINESS INTERRUPTION LOSS & EXTRA EXPENSES

Business Interruption Loss & Extra Expenses	Limit	\$1,000,000	Provides coverage for continuing normal operating and payroll expenses (net profit before tax) that would have been earned had no interruption in service of an Insured's computer system occurred.
	Waiting Period	< \$250M Revenues = 12 Hours & > \$250M Revenues = 18 Hours	

### CONTINGENT BUSINESS INTERRUPTION LOSS & EXTRA EXPENSES

Contingent Business Interruption Loss & Extra Expenses	Limit	\$1,000,000	Provides coverage for continuing normal operating and payroll expense (net profit before tax) that would have been earned had no interruption in service of a shared computer system occurred.
	Waiting Period	< \$50M Revenues = 12 Hours, > \$50M - < \$250M Revenues = 18 Hours & > \$250M Revenues = 24 Hours	

### DIGITAL DATA RECOVERY

Data Recovery	Limit	\$1,000,000	Provides reasonable & necessary costs incurred by an insured to replace, restore, recreate, re-collect or recover digital data from written records or form partially or fully matching electronic records. Includes loss from fraudulent infiltration & manipulation of Telephone System.
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### NETWORK EXTORTION THREAT

Network Extortion	Limit	\$1,000,000	Provides reasonable & necessary expenses incurred, including money, cryptocurrencies (including Bitcoin), or other considerations surrendered as payment.
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### CYBER CRIME

Social Engineering Fraud	Limit	\$100,000	Covers payment for loss of money or securities sustained directly from Social Engineering Fraud committed by a person purporting to be a vendor, client, or employee.
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\*Third Party Liability Coverage\*

### CYBER, PRIVACY & NETWORK SECURITY LIABILITY

Liability	Limit	\$1,000,000	Covers any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense actually or allegedly committed or attempted by any insured.
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### PAYMENT CARD LOSS

Payment Card Loss	Limit	\$100,000	Covers monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries due to the actual or alleged failure of payment card loss.
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### REGULATORY PROCEEDINGS

Regulatory Proceedings	Limit	\$1,000,000	Covers regulatory fines of any civil monetary fine or penalty imposed by a federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity.
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### ELECTRONIC, SOCIAL & PRINT MEDIA LIABILITY

Electronic, Social & Print Media	Limit	\$1,000,000	Covers damages and claim expenses related to any error, misstatement, misleading statement, act, omission, or neglect of breach of duty actually or allegedly committed or attempted by an insured. Or posted on the insured's website, printed material, or posted on any social media site or anywhere on the internet.
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### CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at [claims@tpspool.org](mailto:claims@tpspool.org), 800-588-0013 or directly to the Director of Claims at 972-835-5221

\*This is a summary of coverage. Please refer to the policy form & endorsements for specific policy details and exclusions. Full policy & endorsement details are available on the TPS website at [www.tpspool.org](http://www.tpspool.org)\*

Revised on March 24, 2023



# TEXAS POLITICAL SUBDIVISIONS JSIF CRISIS MANAGEMENT (Workplace Violence) HIGHLIGHTS

## GENERAL TERMS

<b>Carrier</b>	Beazley Group (Lloyd's Syndicate 2623/0623)
<b>Insured</b>	TPS Property and Liability Members (Insured person means a human third party individual, who is in or on the location(s), except when specifically excluded under any Section of this Policy. Insured person does not include the assailant of any deadly weapon event.)
<b>A.M. Best Rating</b>	A+ (Superior)
<b>Consultants</b>	CrisisRisk Strategies LLC: Crisis Response (Event Responder) Firm approved to provide crisis management services (www.crisisrisk.com).
<b>Policy Number</b>	B0595E01708702022
<b>Deductible</b>	\$0 for Crisis Management Services, Event Responder, and AD&D. \$10,000 for each Deadly Weapons Event.
<b>Type</b>	Occurrence and in the Aggregate
<b>Limits</b>	\$2,250,000 each occurrence w/\$2,250,000 Aggregate (see below for sub-limits)
<b>Purpose</b>	Provided as a value added service to assist TPS member's in the event of a workplace violence or similar crisis event. Submission of member's most recent property Statement-of-Values (SOV) is required upon renewal.
<b>Triggering Event</b>	Deadly weapon event means any event involving an assailant where a weapon has been used or brandished on any member location(s) that was provided to TPS in the member's SOV.

COVERAGE	LIMIT/INDEMNITY/WAITING PERIOD	COVERAGE DESCRIPTION
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### PROPERTY DAMAGE

<b>Property Damage</b>	<b>Limits</b>	\$2,250,000 w/\$2,250,000 AGG	Indemnifies against physical loss or physical damage to insured property caused by a deadly weapon event. In the event that fire or sprinkler leakage ensues from a deadly weapon event, then physical loss or physical damage to insured property directly caused by that ensuing fire or sprinkler leakage is included. Additionally: A. The costs incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed; B. The costs incurred in the removal of debris, including biological cleaning and sanitizing; C. The costs incurred in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set; D. The costs incurred in replacing locks to external doors if security at the location(s) is compromised in consequence.
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### ACCIDENTAL DEATH & DISMEMBERMENT

<b>AD&amp;D</b>	<b>Per Person Limit</b>	\$50,000	Benefit for loss of limb, mutilation, loss of sight, loss of speech, loss of hearing, permanent total disability or death.
	<b>Aggregate Limit</b>	\$2,250,000	

### MEDICAL EXPENSES

<b>Medical Expenses</b>	<b>Limits</b>	\$25,000 w/\$2,250,000 AGG	Reimburses for payments made to an eligible person, regardless of fault, in respect of medical expenses necessarily incurred solely and directly by the eligible person as a result of identifiable physical injury due to an accident directly caused by a deadly weapon event occurring at any of the location(s).
	<b>Indemnity Period</b>	356 Days	

### CRISIS MANAGEMENT SERVICES

<b>Crisis Management Services</b>	<b>Limits</b>	\$2,250,000 w/\$2,250,000 AGG	Provides for the reasonable & necessary expense, in connection with a deadly weapon event, incurred in the provision of crisis management services directly after such deadly weapon event. Includes, but not limited to, emergency travel & accommodation for eligible person(s) & their immediate family member(s), child care for the immediate family member(s) of eligible person(s), brand rehabilitation, public relations, media management, legal, crisis counselling, site security, remediation, recovery & restoration.
	<b>Indemnity Period</b>	\$250,000 w/\$1,000,000 AGG 90 Days & 1st Anniversary	

### CIRCUMSTANCE - EVENT RESPONDER

<b>Event Responder</b>	<b>Limit</b>	Unlimited (outside limit)	Provides for event responder fees associated with the provision of Prevention Services and Crisis Response by the event responder following any specific circumstance.
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### COUNSELLING SERVICES

<b>Counselling Services</b>	<b>Limits</b>	\$350,000 Each Event \$15,000 Each Person \$1,000,000 AGG	Provides for reasonable and necessary expense incurred in the provision of counselling services to any eligible person and their immediate family member(s) in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
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### FUNERAL EXPENSES

<b>Funeral Expenses</b>	<b>Limits</b>	\$350,000 Each Event \$15,000 Each Person \$1,000,000 AGG	Provides for reasonable and necessary funeral expenses incurred in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
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### EXTRA EXPENSE EXTENSION FOR THREAT

<b>Extra Expense Extension for Threat</b>	<b>Limits</b>	\$350,000 Each Event \$1,000,000 AGG	Additionally insures for the reasonable and necessary extra expense incurred following a threat.
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### EXTRA EXPENSE EXTENSION

<b>Extra Expense Extension</b>	<b>Limits</b>	\$350,000 Each Event \$1,000,000 AGG	Provides for the reasonable and necessary extra expense incurred in order to continue as nearly as practicable the normal conduct of business services following a deadly weapon event.
	<b>Indemnity Period</b>	356 (all other) or 30 (prevention of access)	

### LOSS OF TUITION FEES EXTENSION

<b>Loss of Tuition Fees</b>	<b>Limits</b>	\$250,000 Each Loss \$2,250,000 AGG	In the event of a deadly weapon event that occurs during the period of insurance, provides for the actual loss sustained resulting directly from the reduction in tuition fees during the period of indemnity.
	<b>Indemnity Period</b>	356 Days	

### DEMOLITION, CLEARANCE & MEMORIALIZATION COSTS EXTENSION

<b>Demolition, Clearance &amp; Memorialization Costs</b>	<b>Limits</b>	\$250,000 Each Event \$10,000 Each Loss for Memorial Plaques \$1,000,000 AGG	Provides for reasonable and necessary costs, for demolition, removal, memorial, incurred as a direct result of a deadly weapon event.
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### OFF-SITE COVERAGE EXTENSION

<b>Off-Site Coverage</b>	<b>Limits</b>	\$250,000 Each Event \$1,000,000 AGG	Off-site incident means a deadly weapon event which occurs during the period of insurance at a location in the United States other than the insured location, to an employee or insured person who was participating in a sporting event sanctioned or acting within the scope of his or her employment at the time of the off-site incident. If a deadly weapon event occurs at an off-site location that has not previously been agreed prior to the event and where such event / activity was being conducted under your care, custody and control then only liable to pay the event responder fees.
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### CHILD ABDUCTION EXTENSION

<b>Child Abduction</b>	<b>Limits</b>	\$250,000 Each Event \$1,000,000 AGG	In the event of an Abduction of a Covered Child that occurs during the Period of Insurance, the Underwriters shall be liable for the loss sustained by the Named Insured directly attributable to, either, the Abduction or to the Named Insured's efforts to counter or mitigate the effects of the Abduction, and which will comprise.
	<b>Indemnity Period</b>	Varies	

## CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at [claims@tps.pool.org](mailto:claims@tps.pool.org), 800-588-0013 or directly to the Director of Claims at 972-835-5221

Should you require immediate assistance with an incident or possible incident, contact the CrisisRisk Strategies LLC

Event Responder 24-hour/7-day @ 860-677-3790 or [DWP@crisisrisk.com](mailto:DWP@crisisrisk.com)

\*This is a summary of coverage, please refer to the policy form for specific policy details and exclusions. Full policy & endorsement details are available on the TPS website at [www.tps.pool.org](http://www.tps.pool.org)\*

Revised on April 25, 2022



# TEXAS POLITICAL SUBDIVISIONS JSIF TERRORISM HIGHLIGHTS

## GENERAL TERMS

Carrier	Ironshore Insurance Service LLC (A Liberty Mutual Company)
Insured	TPS Property Members
A.M. Best Rating	A (Excellent)
Policy Number	3642600
Territory	United States
Deductibles	\$10,000 (24 hour Ingress/Egress/Service Interruption)
Limit	\$100,000,000 Per Occurrence & In The Aggregate
Type	Foreign & Domestic Terrorism/Sabotage (real property)
Purpose	Provided to assist TPS members in the event of a Property Terrorism Event

COVERAGE	LIMIT/INDEMNITY PERIOD/MILES	COVERAGE DESCRIPTION
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*\*Underlying Sublimits\**

## ACCOUNTS RECEIVABLE

Accounts	Limit	\$250,000	As per property coverage document.
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## BUSINESS INTERRUPTION

Business	Limit	\$1,000,000	Available if applied for.
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## CIVIL OR MILITARY AUTHORITY

Civil or Military Authority	Limit	\$1,000,000	Actual loss sustained during the period of time when access to real or personal property is prohibited by an order of civil or military authority.
	Indemnity Period	30 days	
	Miles	1	

## DEBRIS REMOVAL EXPENSES

Debris Removal Expenses	Limit	\$1,000,000	Covers the necessary and reasonable expense of removal from locations of debris.
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## DECONTAMINATION COSTS EXCLUDING NCBR

Decontamination Costs	Limit	\$250,000	Covers decontamination costs excluding nuclear, chemical, biological and radiological.
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## DEMOLITION & ICC

Demolition & ICC	Limit	\$1,000,000	Covers enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property.
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## ELECTRONIC DATA PROCESSING EQUIPMENT MEDIA (Physical Damage Only)

Electronic Data Processing	Limit	\$1,000,000	As per property coverage document.
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## ERROR & OMISSIONS

Error & Omissions	Limit	\$1,000,000	Covers direct physical loss or damage due to any error or unintentional omission.
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## FINE ARTS

Fine Arts	Limit	\$250,000	Covers breakage of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture: antique jewelry or similar fragile articles, unless such breakage.
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## FIRE PROTECTIVE SYSTEMS

Fire Protective	Limit	\$10,000	As per property coverage document.
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## INGRESS/EGRESS

Ingress/Egress	Limit	\$1,000,000	Provides coverage for actual loss sustained during the period of time when ingress to or egress from the real or personal property is prohibited.
	Indemnity Period	30 days	
	Miles	1	

## KEY & LOCK EXPENSE

Key & Lock	Limit	\$250,000	Covers necessary key & lock expenses.
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## LANDSCAPING

Landscaping	Limit	\$10,000	Covers minimal landscape expense.
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## LEASEHOLD INTEREST

Leasehold Interest	Limit	\$1,000,000	Available if applied for.
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## MISSCELLANEOUS UNNAMED LOCATIONS

Miscellaneous Unnamed	Limit	\$1,000,000	As per property coverage document.
	Indemnity Period	30 days	

## NEWLY ACQUIRED LOCATIONS

Newly Acquired Locations	Limit	\$10,000,000	As per property coverage document.
	Indemnity Period	90 days	

## PRESERVATION OF PROPERTY

Preservation of Property	Limit	\$250,000	Reimburses expenses incurred in taking reasonable and necessary actions for the temporary protection and preservation of property.
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## PROFESSIONAL FEES

Professional Fees	Limit	\$250,000	Covers reasonable and necessary expenses incurred to accountants, architects, auditors, engineers, or other professionals or employees to prepare and certify particulars or details of claims.
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## RELOCATION EXPENSE

Relocation	Limit	\$1,000,000	Covers necessary relocation expense.
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## RENTAL INCOME

Rental Income	Limit	\$1,000,000	Available if applied for.
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SERVICE INTERRUPTION			
Service Interruption	Limit	\$1,000,000	Covers physical loss or damage to property and/or time element coverage arising from physical loss or damage.
	Indemnity Period	30 days	
	Miles	1	
SOFT COSTS			
Soft Costs	Limit	\$250,000	Covers necessary soft costs.
TRANSIT			
Transit	Limit	\$250,000	Covers loss resulting from loss or damage to property in transit.
VALUABLE PAPERS			
Valuable Papers	Limit	\$250,000	As per property coverage document.
CLAIMS PROCESSING PROCEDURE			
Immediately report all claims directly to TPS at <a href="mailto:claims@tpspool.org">claims@tpspool.org</a> , 800-588-0013 or directly to the Director of Claims at 972-835-5221			
<i>*This is a summary of coverage, please refer to the policy form for specific policy details and exclusions.*</i>			

Revised on October 31 2018

# Premium Summary & Acceptance

Lines of Business	Expiring Premium	Renewal Premium
Commercial Property	\$1,767,572	\$2,594,082
Equipment Floater	Included	Included
Boiler & Machinery	Included	Included
Business Auto	\$209,431	\$221,417
Commercial General Liability	\$18,172	\$26,031
Cyber	Included	Included
<b>Grand Total</b>	<b>\$1,995,175</b>	<b>\$2,841,530</b>

I accept this proposal as presented for Bryan ISD.

\_\_\_\_\_  
Signature Title Date

I accept this proposal with the following changes completed for Bryan ISD.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

This presentation summarizes the proposal for your insurance. It is not a contract. The terms in the policy will govern in the event of a loss without regard to any statement made in this proposal.

# Notices

## Binding of Coverage

Binding of coverage associated with this risk is subject to any moratoriums which may be imposed by the insurance company such as tropical storm, hurricane or wildfire watches and warnings. This consideration bears special significance from June through November, which is generally considered the Atlantic hurricane season.

## Non-Admitted/Surplus Lines Insurer

If an insurer is designated as a “non-admitted” company, the insurer is not licensed to transact insurance in this state and the policy will be issued and delivered as surplus line coverage. The given state’s Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the state property and casualty insurance guaranty association. The Insurance Code requires payment of the surplus lines tax and fee, which if applicable, is shown in this proposal.

## Compensation Disclosure

At ANCO our clients are our priority. Business is quoted and written through the insurer providing the best coverage and premium that our agency has to offer, suited to your wishes and business needs. Our professional fees, unless otherwise specifically negotiated and agreed to with our client, are customarily based on commission calculated as a percentage of the premium collected by the insurer and paid to us by the insurer. Insurers and insurance intermediaries may pay us additional compensation, which is contingent on volume, profitability or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. We will be pleased to discuss with you further details pertinent to your placement upon your request.

**Thank you for your business!**

**BRYAISD-01**

# Status of Insurers

## Admitted or Non-Admitted

If an insurance company is authorized or licensed by a given state to write business within that state, their status is considered "admitted". As an approved or standard carrier, The State's Property and Casualty Guaranty Fund would afford protection should the insurer become insolvent for covered lines of business. The protection provided by a State Guaranty Fund is subject to certain claim limits, restrictions and limitations. For more information, you may contact us or refer to the National Conference of Insurance Guaranty Funds available at [www.ncigf.org](http://www.ncigf.org).

If a carrier is "non-admitted" in a given state, they are not approved to transact business directly with the customer in that state. These insurance companies utilize licensed intermediaries to facilitate the placement of business. Frequently referred to as surplus lines carriers, they may not offer as broad of coverage as is available in the admitted market. For certain risks, however, they may provide coverage that is not obtainable in the admitted market. Should the carrier become insolvent, they are not protected by a state's Guaranty Fund. States do not review the policy language or rates of surplus lines markets.

Please remember that regardless of status, the State Guaranty Fund becomes an issue only if the carrier is declared financially insolvent. An indication of an insurance company's financial health is accessible from A.M. Best, a globally recognized credit rating agency focusing on insurers. Their website is [www.ambest.com](http://www.ambest.com).

# Motor Vehicle Records

## Ordering and Use

### Motor Vehicle Reports (MVRs)

To properly underwrite your account, an insurance company typically orders MVRs on drivers. The MVRs are ordered from the applicable state motor vehicle department or other service providers. The insurance company or ANCO is not responsible for the accuracy of the information supplied by these vendors.

After reviewing a driving record, the insurance company uses their guidelines to determine if the driver is acceptable. It is a violation for the specific information obtained from an MVR ordered for insurance underwriting purposes to be used by an employer for employment-related decisions.

While the insurance company may order MVRs, we understand that as an employer you are concerned with employee screening to make informed decisions for your business. Complying with all the applicable laws and regulations involving such checks can be challenging. If you would like to engage the services of an MVR or consumer reports provider, we are happy to provide a list of available vendors to assist you.

4. Consider Approval of a Resolution, Adjunct Faculty Agreement, and 4H Calendar, Regarding Extracurricular Status of 4H Organization

95

July 24, 2023

Brazos County Extension Office  
4153 County Park Court  
Bryan, Texas 77802

95

Bryan Independent School District  
Ginger Carrabine  
801 S. Ennis Street  
Bryan, Texas 77803

Ms. Carrabine:

On behalf of the 4-H members of Brazos County, I hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. The enclosed RESOLUTION should be presented for consideration at the next scheduled meeting of the Board of Trustees of the Bryan Independent School District. I further request that questions regarding this RESOLUTION be directed to me in a timely manner so that I may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,



Matthew Pfeifer  
Brazos County Extension Agent – 4-H & Youth Development  
Texas A&M AgriLife Extension Service

Enclosure: RESOLUTION Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Brazos County  
Texas A&M AgriLife Extension Service  
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | [brazos-tx@tamu.edu](mailto:brazos-tx@tamu.edu) | [brazos.agrilife.org](http://brazos.agrilife.org)

*The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.*

**RESOLUTION  
Regarding  
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the Bryan Independent School District meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Brazos County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Texas A&M AgriLife Extension  
will request academic eligibility for competitive and non-competitive  
purposes when an absence is required.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(For Board of Trustees)

\_\_\_\_\_  
(Superintendent)

**Brazos County**  
Texas A&M AgriLife Extension Service  
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | [brazos-tx@tamu.edu](mailto:brazos-tx@tamu.edu) | [brazos.agrilife.org](http://brazos.agrilife.org)

*The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.*

**ADJUNCT FACULTY AGREEMENT**

**THE STATE OF TEXAS  
COUNTY OF Brazos**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Bryan Independent School District, hereinafter referred to as "District". A Quorum having been established; the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Bryan Independent School District. 97

Upon consideration and vote of \_\_\_\_\_ in favor, Chadd Caperton, Flora Williams, Robert "Skip" Richter, Matthew Pfeifer, and Ashleigh Sugg are hereby named as adjunct faculty member(s) of the Bryan Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 10th day of August 2023 and remain in effect until the 23rd day of May 2024, being the end of the 2023-2024 academic year.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from Bryan Independent School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service or Cooperative Extension Program.
4. Adjunct faculty member shall be under the direction supervision of the District Extension Administrator of District 9.
5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty members shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty member for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service. Adjunct faculty member is not the employee of the School District, and School District does not nor shall not supervise, direct, or control the activities and/or participation of such (Insert County Name) County Extension Agent(s) who has/have been herein designated as an adjunct faculty member.

This appointment is made by (Insert Name) Independent School District by and through the action of the Board of Trustees of said District for the benefit of allowing voluntary student participation in programs conducted by Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for Foundation School Program purposes.

**Brazos County**  
Texas A&M AgriLife Extension Service  
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | [brazos-tx@tamu.edu](mailto:brazos-tx@tamu.edu) | [brazos.agrilife.org](http://brazos.agrilife.org)

*The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.*

OFFICE OF BRAZOS COUNTY

**INFORMATION FOR LOCAL SCHOOL DISTRICTS**

MEMORANDUM

TO: Bryan Independent School District



FROM: Matthew Pfeifer  
 County Extension Agent – 4-H and Youth Development  
 Brazos County

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SUBJECT: Adjunct Faculty Status

The State Board of Education passed an amendment to 19 TAC§129.21 (k)(1). Requirements for student Attendance Accounting for State Funding Purposes allows public school students to be considered “in attendance” when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

- (4-12) The student is participating in an activity which is approved by the local board and is under the direction of a professional staff member of the school district or an adjunct staff member. This adjunct staff member must have a minimum of a bachelor’s degree and be eligible for participation in the Teacher Retirement System of Texas.
- (4-13) Student participating in any activity which is not approved by the local school board and/or without certified district personnel supervision are counted absent [see 4-12]. To qualify for funding purposes, the certified district staff member/adjunct staff member must be accompanying the students as an official of the school district for the specific purpose of supervising the students and must be approved by the school board to supervise the activity. For example, students participating in 4-H activities which are supervised solely by a county extension agent are reported present.

This amendment provides local school boards the opportunity to recognize county Extension agents as adjunct members and to count students participating in 4-H/Extension educational activities “in attendance” for Foundation School Program purposes. Brazos County requests adjunct staff member status for the county extension agents for the school year 2023-2024. The following faculty members are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor’s degree.

NAME	TITLE	DEGREE	INSTITUTION	DATE
Chadd Caperton	CEA-ANR	BS- Animal Science	Stephen F. Austin University	1999
		MS- Agricultrure	Stephen F. Austin University	2015
Flora Williams	CEA-FCH	BS-Home Economics	Prairie View A&M University	1992
		MA-Education	University of Phoenix	2008
Robert “Skip” Richter	CEA-HORT	BS- Animal Science	Texas A&M University	1982
		MS-Horticulture	Texas A&M University	1985
Matthew Pfeifer	CEA-4-H	BS- Ag. Science	Texas A&M University- Kingsville	2012
		MS- Ag. L. Ed. & Com.	Texas A&M University	2018
Ashleigh Sugg	PA- 4-H	BS- Animal Science	Texas A&M University	2023

**Brazos County**  
 Texas A&M AgriLife Extension Service  
 4153 County Park Court | Bryan, Texas 77802

Tel. 979.823 0129 | Fax. 979 775.3768 | [brazos-tx@tamu.edu](mailto:brazos-tx@tamu.edu) | [brazos.agrilife.org](http://brazos.agrilife.org)

*The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.*

The appointment of the herein named Brazos County Extension Agent(s) (Chadd Caperton, Flora Williams, Robert "Skip" Richter, Matthew Pfeifer, Ashleigh Sugg) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Bryan Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions. 99

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Bryan Independent School District

By: \_\_\_\_\_

Adjunct Faculty Appointment Accepted By:

Chadd Caperton:  \_\_\_\_\_

Flora Williams:  \_\_\_\_\_

Robert Richter:  \_\_\_\_\_

Matthew Pfeifer:  \_\_\_\_\_

Ashleigh Sugg:  \_\_\_\_\_

Approved:

\_\_\_\_\_  
Eric Zimmerman  
District Extension Administrator, District 9  
Texas A&M AgriLife Extension Service

Brazos County  
Texas A&M AgriLife Extension Service  
4153 County Park Court | Bryan, Texas 77802

Tel. 979.823.0129 | Fax. 979.775.3768 | [brazos-tx@tamu.edu](mailto:brazos-tx@tamu.edu) | [brazos.agrilife.org](http://brazos.agrilife.org)

*The members of Texas A&M AgriLife will provide equal opportunities in programs and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.*

5. Consideration and/or Action to Approve an Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and to delegate Contractual Authority to the Superintendent

101

## Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2023-2024 (the “school year”).

The agreement is for Bryan Independent School District (“the district”), with a county-district number of 021-902, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner’s estimate of the cost of credit as determined under TEC, §49.153, using the district’s projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district’s entitlement under Chapter 48 will be recalculated. If the district’s state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district’s maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year’s cost until the total amount of the reduction has been exhausted.

Date:

---

Signature of President, Board of Trustees

Date:

---

Signature of Secretary, Board of Trustees

---

Signature of Superintendent

Ginger Carrabine

Date:

---

Typed Name of Superintendent

Date:

---

Signature of Commissioner of Education or Designee

6. Consider Approval of Purchase Over \$50,000 for Special Education Evaluation Contracted Services

104

## MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** is effective as of the date indicated in the Order Form (the “Effective Date”), by and among Parallel Learning Behavioral Health P.C., a Connecticut professional corporation, on behalf of itself and its associated professional entities (“Parallel”), Parallel Learning, Inc., a Delaware corporation (“MSO”) and the client identified in the Order Form (“Client”) (each, a “Party”, and collectively, the “Parties”). This Master Services Agreement together with the Order Form(s) are collectively, the “Agreement”.

### RECITALS

**WHEREAS**, Parallel is a provider of professional behavioral health and attendant administrative services as more fully set forth on an Order Form(s) under this Agreement (“Services”) through a telehealth technology platform owned and operated by MSO to which Parallel has access through separate business support services agreement with the MSO (the “Platform”);

**WHEREAS**, Client desires to contract with Parallel to arrange for Parallel’s behavioral health clinician providers to provide certain Services to the Client’s students and support staff (“Users”) and Parallel desires to contract with Client to provide such services, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual terms, conditions and covenants contained herein, and other sound and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### Article 1

#### PARALLEL AND MSO SERVICES

##### 1.1 Responsibilities of Parallel and Client in Connection with Services.

1.1.1 Parallel will deliver the Services described herein and in an Order Form(s) that is mutually agreed upon and signed by the Parties, each of which is incorporated herein by reference. Parallel will provide Services through a testing team of clinical care providers, including psychometrics, psychologists, and care coordinators who are qualified to furnish the Services (each, a “Parallel Provider” and collectively, the “Parallel Providers”).

1.1.2 Each Parallel Provider shall, as applicable to such Parallel Provider’s profession, and as required by applicable law: (i) hold an unrestricted license to practice his or her profession in the applicable jurisdiction(s); (ii) possess a current and valid DEA number; (iii) have a current and valid controlled substance registration in the state(s) where he or she is licensed; and (iv) be and remain eligible to participate in federal healthcare programs, including Medicare and Medicaid.

1.1.3 The Parallel Providers shall provide Services with due care and diligence, in a competent and professional manner in accordance with generally accepted professional standards and applicable law.

1.1.4 Client shall provide Parallel and its Parallel Providers with access to all Client personnel and medical information reasonably necessary to enable Parallel and its Parallel Providers to provide Services.

**1.2 Platform Services.** Subject to the terms and conditions of this Agreement and the MSO’s terms of use available at <https://www.parallelllearning.com/legal/terms-of-use>, which may be updated by MSO from time to time in MSO’s sole discretion, MSO shall provide PC, Client, and Users with access to the Platform in order to provide and obtain Services respectively, except during periods of scheduled

maintenance, inoperability, or inaccessibility. In the event that the Platform is not available for use by Users, MSO will use commercially reasonable efforts to correct the interruption as promptly as practicable. Client acknowledges that it is obtaining only a limited right to use, and to authorize Users to access and use, the Services on MSO's Platform. Client agrees that MSO or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Platform, including any and all related and underlying software (including mobile applications, extensions and interfaces), databases, technology, and all copies, modifications and derivative works thereof, and all system performance data, including machine learning algorithms, data used for optimization and services improvement, and the results and output of such machine learning. MSO reserves all rights to the Platform not expressly granted in this Agreement. Client may not disclose, provide access to use, or display the Platform except as set forth in this Agreement. Client will remain responsible for all acts and omissions of its Users that have access to the Platform pursuant to this Agreement.

**1.3 Compliance Matters.** The Parties agree to comply with all applicable federal and state laws and regulations governing each Party's conduct hereunder, including healthcare fraud and abuse laws and laws governing the confidentiality and privacy of health and/or student information, including, without limitation, the Family Educational Rights and Privacy Act and its implementing regulations ("FERPA") and the Health Insurance Portability and Accountability Act, as amended by the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations ("HIPAA").

**1.3.1 FERPA.** In providing Services under this Agreement, Parallel may have access to education records ("Records") that are defined in and subject to FERPA. To the extent that Parallel has access to Records, Parallel is deemed a "school official" and may use the Records solely for the specific "legitimate educational purposes" as defined by FERPA.

(a) Parallel agrees that it will: (i) hold Records in strict confidence and not use or disclose Records without the prior written consent of the appropriate parent or eligible student, except as (A) permitted or required by this Agreement, (B) required by applicable law, or (C) otherwise authorized by Client in writing; (ii) safeguard Records according to commercially reasonable administrative, physical, and technical standards; and (iii) continually monitor its operations and take any action necessary to assure that Records are safeguarded in accordance with the terms of this Agreement.

(b) Parallel may use Records to create de-identified data, and may use de-identified data for any lawful internal purpose, including but not limited to, development, research, statistical analysis, quality assurance, and improvement of its products, services, applications, and platforms. Client agrees that Parallel may record sessions with Client students subject to all applicable legal requirements for purposes of quality assurance.

(c) If any person seeks access to Records, Parallel will promptly inform Client of such request in writing. Parallel will not disclose any Records without the prior written authorization of an authorized representative of Client. If the request for access is pursuant to a court order or lawfully issued subpoena, Parallel will provide Client with a copy of such court order or subpoena promptly, and will comply with FERPA notification requirements to parents and/or eligible students.

**1.3.2 HIPAA.** Student records that are disclosed to Parallel by Client and maintained within the Platform are by definition "educational records" under FERPA and not "protected health information" as defined by HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage.

(a) **Business Associate Agreement.** Parallel acknowledges and agrees that: to the extent Client is a "*covered entity*" (as defined in HIPAA), then, depending on the services provided pursuant to this

Agreement and Order Form(s), Parallel may be a “*business associate*” (as defined under HIPAA) of the Client when Parallel provides services to Client involving “*protected health information*” (as defined under HIPAA) pursuant to this Agreement. In the event that Parallel is acting as a business associate to Client, Parallel and Client agree to enter into a business associate agreement.

## Article 2

### COMPENSATION FOR SERVICES AND BILLING

**2.1 Compensation.** Client shall pay Parallel compensation for Services as set forth in the Order Form(s). Order Forms may have one or more of the following fees: Minimum Annual Compensation, Flat Fees, and Hourly Fees. Hourly fees are billed based on both session time and time performing administrative and indirect services including but not limited to prep time, filling out records, and reporting.

**2.2 Payment Terms.** Parallel will provide invoices to Client as set forth in the Order Form (“Invoices” and each, an “Invoice”). Client will pay all amounts due in accordance with the terms in the Order Form. Client agrees that the dollar amounts for the Service(s) as set forth in the Order Form will be automatically increased upon the beginning of each Renewal Term by an amount equal to the greater of (a) 5% or (b) the change in the annual Consumer Price Index published by the Bureau of Labor Statistics from the first calendar month of the immediately preceding Term compared to the last calendar month of the immediately preceding Term. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is greater, determined and compounded daily from the date due until the date paid. Client agrees that it will reimburse Parallel and/or MSO for any costs or expenses (including, but not limited to, reasonable attorneys’ fees) incurred by such Party to collect any amount that is not paid when due.

**2.3 Services Start Date.** The estimated start date of Parallel’s Services to Client will be as set forth in the Order Form (“Anticipated Start Date”). The actual start date of the Services under this Agreement will commence when (a) Client completes all onboarding requirements as determined by Parallel as necessary to perform the Services pursuant to this Agreement (the “Onboarding Requirements”) and (b) at least one of Client’s students has scheduled a session with Parallel (the “Actual Start Date”). If the Actual Start Date is delayed by more than sixty (60) days after the Anticipated Start Date because Client has not met the Onboarding Requirements or scheduled any student sessions with Parallel, then Client agrees to pay to Parallel a fee equal to ten percent (10%) of the Minimum Annual Compensation (the “Retainer Fee”) for each 30-day period beginning on the Anticipated Start Date through the Actual Start Date (for the avoidance of doubt, the Retainer Fee will be prorated for partial 30-day periods).

**2.4 Billing.** Client shall have the sole and exclusive right, and Parallel shall have no right, to enter into contracts with third-party payors and to bill and collect payments from Users and third-party payors for the Services rendered to Users pursuant to this Agreement. Parallel hereby assigns its right to bill any third-party payor or User for any reimbursable Service provided under this Agreement.

**2.5 Missed Appointments.** Client understands and agrees that Parallel may charge Client for the full scheduled duration of a session in the event a Client student misses or cancels a scheduled session with less than twenty-four (24) hours’ notice to Parallel.

**2.6 No Payments for Referrals.** The Parties acknowledge and agree that this Agreement does not require any Party to make referrals to, or otherwise generate business for, any other Party. The payments required under this Agreement were negotiated on an arms-length basis, are intended to reflect fair market value, and were not determined in a manner that takes into account the volume or value of any referrals

or other business generated, or expected to be generated, between the Parties. No amount paid by any Party is intended to be, nor will it be construed to be, an inducement or payment for referral of any individual to such Party. In addition, no fee set forth in this Agreement includes any discount, rebate, kickback, or other reduction in charge.

### Article 3

#### CONFIDENTIALITY

##### 3.1 Non-Disclosure of Confidential Information.

3.1.1 **Restrictions and Limitations.** Except as otherwise expressly provided in this Agreement or a separate written agreement between or among such Parties, no Party may disclose any other Party's Confidential Information other than strictly on a need-to-know basis to such Party's employees, professional staff and other personnel who require access to the other Party's Confidential Information in order to perform the disclosing Party's obligations or exercise the disclosing Party's rights under this Agreement. Notwithstanding the foregoing, each Party agrees: (i) to hold the other Party's Confidential Information in strict confidence, using the same degree of care and protection (but no less than a reasonable degree) that it exercises with its own Confidential Information of a similar nature; (ii) not to directly or indirectly disclose or otherwise make available any Confidential Information of the other Party to a third party (including consultants and independent contractors, unless such consultants or independent contractors require access to the other Party's Confidential Information and have agreed in writing to abide by the confidentiality obligations in this Section to the same extent as applicable to such Party); and (iii) not to copy or use the other Party's Confidential Information for any purpose other than as necessary to fulfill such Party's obligations or to exercise its rights under this Agreement.

3.1.2 **Definition.** As used herein, "**Confidential Information**" means this Agreement, and all information (whether written, oral, electronic or otherwise, whether technical or non-technical in nature, and whether specifically identified as "confidential", "proprietary", "non-public", or "competitively-sensitive") provided by a Party to the other Party pursuant to this Agreement that a reasonable person would consider confidential, proprietary or otherwise competitively sensitive, including trade secrets, know-how, firmware, designs, data models, schematics, techniques, code, plans or any other information relating to the products, technology, services and business of the Party providing the information. Confidential Information shall not include information that: (i) is now or hereafter in the public domain through no fault of or breach by the recipient Party; (ii) prior to disclosure hereunder, is properly within the rightful possession of the recipient Party as evidenced by documentation of the recipient Party; or (iii) prior to or subsequent to disclosure hereunder, is lawfully received by the recipient Party from a third party who the recipient Party knows or has reason to believe is not subject to a restriction on further disclosure of such information.

3.1.3 **Return or Destruction of Confidential Information.** Upon the termination of this Agreement, each Party shall promptly cease any use and either destroy (and certify to the other Party as to such destruction), or deliver to the other Party, all Confidential Information of the other Party, in any form, other than the Party's internal copies of this Agreement.

3.2 **Survival.** This Section shall survive the termination of this Agreement.

### Article 4

#### TERMINATION

**4.1 Term.** This Agreement shall remain in effect while any Order Form issued hereunder remains in effect. Each Order Form shall specify its term. Termination of this Agreement pursuant to the provisions below shall terminate all outstanding Order Forms.

**4.2 Termination without Cause.** Parallel and MSO may terminate this Agreement at any time without cause upon thirty (30) days' written notice to Client. Client may terminate without cause if Client has paid Parallel seventy-five percent (75%) of the Minimum Annual Compensation upon thirty (30) days' written notice to Parallel, *provided however*, that if Client terminates the Agreement pursuant to this Section 4.2, Client will either: (i) immediately pay Parallel the remainder of the unpaid Minimum Annual Compensation; or (ii) provide Parallel with additional work such that Parallel will earn the Minimum Annual Compensation.

**4.3 Termination with Cause.** In the event of a material breach of any obligation or covenant under this Agreement, the non-breaching Party will give the breaching Party written notice describing the breach. The breaching Party receiving such notice will have thirty (30) days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching Party, the non-breaching Party may immediately terminate the Agreement upon written notice to the other Party.

**4.4 Effect of Termination.** Upon the termination of this Agreement, neither Party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of termination, including but not limited payment for Services provided and (ii) obligations, promises or covenants contained herein which are expressly made or intended to survive beyond the Term. All compensation accrued prior to the date of termination or otherwise due to Parallel under the terms of this Agreement will be immediately paid to Parallel upon termination of the Agreement. The Parties will work together in good faith to orderly transition Services and ensure there are no gaps in care, as appropriate and/or required under applicable law.

**4.5 Termination Remedy Not Exclusive.** The termination provisions in this Section are not exclusive, but rather are in addition to any other rights and remedies that the Parties may have at law or in equity.

## Article 5

### NON-SOLICITATION; REPRESENTATIONS AND WARRANTIES

#### 5.1 Non-Solicitation Covenants.

During the Term of this Agreement, and for one (1) year after termination of this Agreement, Client shall not solicit or attempt to induce any employee or contractor of Parallel or MSO to terminate his or her relationship with such Party. The Parties acknowledge and agree that a violation of this non-solicitation provision would cause serious and irreparable harm to other Party. The covenant set forth in this Section shall survive the termination of this Agreement.

**5.2 Representations and Warranties.** Each Party represents and warrants that: (i) it has the requisite power and authority to execute, deliver and carry out this Agreement; (ii) neither it nor any of its employees, agents, directors, officers, members or managers, clinicians or representatives (collectively, "Personnel") are currently excluded, debarred or suspended from participation in any federal healthcare program; and (iii) that to the best of its knowledge, neither it nor any of its Personnel are under investigation by any state or federal governmental agency that may lead to exclusion, debarment or suspension.

**5.3 Injunctive Relief.** The Parties acknowledge that monetary damages may be inadequate to compensate for a breach of the provisions contained in Sections 3.1 or 5.1 or other confidentiality provisions of this Agreement. In the event of a breach of such provisions, the injured Party shall be entitled to injunctive relief (without the need to post bond) and any and all other remedies available at law or in equity. This Section in no way limits the liability or damages that may be assessed against a Party in the event of a breach by the other Party of any of the provisions of this Agreement.

**5.4 Survival.** This Section shall survive the termination of this Agreement.

## **Article 6**

### **INDEMNIFICATION; LIMITATIONS OF LIABILITY; DISCLAIMER**

**6.1 Indemnification by Client.** Client hereby agrees to indemnify, defend and hold harmless Parallel and MSO, and each of their respective officers, directors, members, managers, employees, agents and representatives, from and against any and all liabilities, demands, claims, actions or causes of action, assessments, judgments, losses, costs, damages or expenses (including reasonable attorneys' fees) sustained or incurred by such Party to the extent the same result from or arise out of a third-party claim based on any breach of this Agreement, violation of law, or negligent, reckless or willful act or omission by Client, or its officers, directors, members, managers, employees, agents and representatives.

**6.2 Indemnification by Parallel and MSO.** Parallel and MSO hereby agree to indemnify, defend and hold harmless Client and its officers, directors, members, managers, employees, agents and representatives, from and against any and all liabilities, demands, claims, actions or causes of action, assessments, judgments, losses, costs, damages or expenses (including reasonable attorneys' fees) sustained or incurred by Client to the extent the same result from or arise out of a third-party claim based on any breach of this Agreement, violation of law, or negligent, reckless or willful act or omission by such Party, or its officers, directors, members, managers, employees, agents and representatives

**6.3 Limitation of Liability.** IN NO EVENT WILL ANY PARTY'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED BY PARALLEL OR THE PARALLEL PROVIDERS INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. MSO AND PARALLEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER SINCE ITS COMMENCEMENT, BUT IN NO EVENT LONGER THAN TWELVE (12) MONTHS PRIOR TO SUCH INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. The Parties acknowledge that the limitations in this section have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy.

**6.4 Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, NEITHER PARALLEL NOR MSO MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. PARALLEL AND MSO EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY,

TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING SET FORTH HEREIN, NEITHER PARALLEL NOR MSO WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. PARALLEL AND MSO DO NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARALLEL NOR MSO WARRANTS THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS OR WILL BE ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE.

**6.5 Survival.** This Section shall survive the termination of this Agreement.

## **Article 7**

### **MISCELLANEOUS PROVISIONS**

**7.1 Independent Contractor Status.** The Parties shall at all times be, and act and perform, as independent contractors in connection with this Agreement. None of the Parties, nor any of their officers, directors, employees or representatives shall be construed to be the agent, employee or representative of the other Party or have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party.

**7.2 Entire Agreement.** This Agreement (including the recitals) and the other agreements, Order Form(s) (if applicable), exhibits, and schedules referred to herein, constitute the entire agreement, and supersede all prior and contemporaneous agreements and understandings, both written and oral, between the Parties, with respect to the subject matter hereof. All exhibits, schedules, Order Form(s) (if applicable), attachments or other documents referred to in this Agreement shall be either attached hereto or incorporated by reference herein.

**7.3 Amendment; No Waiver.** This Agreement may be amended before or after the Effective Date only by a written instrument signed by all Parties. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party.

**7.4 Assignment.** No Party may assign or delegate this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Parties, and any Party's attempted assignment or delegation of this Agreement or any of its duties or obligations without the prior written consent of the other Parties shall be void and of no effect; provided however, that, (i) upon prior written notice to the other Party, either Party may assign this Agreement to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition and (ii) Parallel may assign this Agreement, in whole or in part without Client's consent, to an affiliated organization or an organization operating under a business support structure substantially similar to that which exists between MSO and Parallel.

**7.5 Applicable Law.** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction.

**7.6 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. Nothing in this

Agreement, express or implied, is intended to or shall confer upon anyone other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**7.7 Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (i) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (ii) if sent designated for overnight delivery by nationally recognized overnight air courier (such as DHL or Federal Express), one business day after mailing; and (iii) if otherwise actually personally delivered, when delivered; provided that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as one Party shall provide by like notice to the other Party:

**If to MSO or Parallel:**

Parallel Learning, Inc.  
228 Park Ave. S  
#97411  
New York, New York 10003

**If to Client:**

Address indicated in Order Form

**7.8 Construction.** For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Exhibits refer to the Sections of, and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**7.9 Headings.** The section and other headings contained in this Agreement and in the exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

**7.10 No Third Party Rights.** This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the Parties) any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**7.11 Counterparts; Facsimile or Electronic Signatures.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which shall constitute one and the

same instrument, notwithstanding both of the Parties are not signatories to the original or the same counterpart.

**Bryan Independent School District**

By:

Name:

Title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Parallel Learning Behavioral Health P.C., a  
Connecticut professional corporation**

By:

Name:

Title:

\_\_\_\_\_  
Diana Heldfond

Administrator

**PARALLEL LEARNING, INC.**

By:

Name:

Title:

\_\_\_\_\_  
Diana Heldfond

CEO & Founder

**PARALLEL LEARNING  
ORDER FORM**

<b>Client</b>	Bryan Independent School District
<b>Services Start Date</b>	9/25/2023 12:00:00 AM
<b>Minimum Annual Compensation</b>	\$271,839.00
<b>Service(s)</b>	<ul style="list-style-type: none"> <li>● <b>Service:</b> School Psychologist Services - Comprehensive Assessment <ul style="list-style-type: none"> <li>○ <b>Description:</b> See <i>Services Schedule</i> for description of the applicable Service</li> <li>○ <b>Quantity:</b> 150</li> <li>○ <b>List Price:</b> \$1,169.00</li> <li>○</li> <li>○ <b>Total Price:</b> \$175,350.00</li> </ul> </li>   <li><b>Service:</b> Speech Language Pathology Services - Comprehensive Assessment <ul style="list-style-type: none"> <li>○ <b>Description:</b> See <i>Services Schedule</i> for description of the applicable Service</li> <li>○ <b>Quantity:</b> 125</li> <li>○ <b>List Price:</b> \$355.00</li> <li>○</li> <li>○ <b>Total Price:</b> \$44,375.00</li> </ul> </li>   <li><b>Service:</b> Speech Language Pathology Services - Hourly <ul style="list-style-type: none"> <li>○ <b>Description:</b> See <i>Services Schedule</i> for description of the applicable Service</li> <li>○ <b>Quantity:</b> 734</li> <li>○ <b>List Price:</b> \$71.00</li> <li>○</li> <li>○ <b>Total Price:</b> \$52,114.00</li> </ul> </li> </ul>
<b>Payment Terms</b>	Services Rendered: Parallel to invoice monthly for services rendered, and any remaining balance of Minimum Annual Compensation at the end of the term will be invoiced to Client.

<b>Effective Date and Initial Term</b>	<p>Effective Date: 8/1/2023 12:00:00 AM</p> <p>Initial Term: 12 Months</p> <p>Upon expiration of the Initial Term, the Agreement will automatically renew for successive terms of one (1) year each (each, a “Renewal Term”), unless any Party provides the other Parties a notice of nonrenewal no later than four (4) months prior to the end of the then-current Initial or Renewal Term.</p>
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This Order Form is governed by the Master Services Agreement by and among Parallel Learning Behavioral Health P.C., a Connecticut professional corporation (“Parallel”), Parallel Learning, Inc., a Delaware corporation (“MSO”) and the client identified above.

**Bryan Independent School District**

**Parallel Learning Behavioral Health P.C., a Connecticut professional corporation**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Notice Address: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Diana Heldfond  
 Title: Administrator

**PARALLEL LEARNING, INC.**

By: \_\_\_\_\_  
 Name: Diana Heldfond  
 Title: CEO & Founder

**BILLING INFORMATION REQUEST**

<b>Client</b>	
<b>Billing Contact Name</b>	
<b>Billing Contact E-mail</b>	
<b>Is a PO Required?</b>	
<b>Additional Comments (Optional)</b>	



**Consistent  
Application for  
Graduating Class**

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

**Grade Point Average**

A weighted grade point average (GPA) and an unweighted grade average shall be calculated for all students using courses taken and awarded state graduation credit. An unweighted grade average shall be calculated on a 100-point scale and shall include all courses taken for high school credit that receive a numerical grade, excluding distance learning and credit by examination, with or without prior instruction. Rank in class shall be based on a student's weighted GPA, calculated as described below.

**Rank in Class  
Calculation**

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken at any grade level, including courses taken more than once, unless detailed in the excluded exclusions below, but only in the following subject areas: English, mathematics, science, social studies, languages other than English, and any Advanced Placement (AP), or International Baccalaureate (IB) course. The District shall also include in the calculation of class rank semester grades earned in the Practicum in Science, Technology, Engineering, and Mathematics and Practicum in Manufacturing.

Beginning with the graduating class of 2026, the District shall include semester grades earned in high school credit courses taken at any grade level, unless excluded below, but only in the following subject areas: English, mathematics, science, social studies, languages other than English, and any Advanced Placement (AP), International Baccalaureate (IB), or Advanced course, regardless of subject.

The calculation shall include failing grades, with the following conditions:

- Any eligible course retaken to improve the grade shall be awarded the higher of the two grades but both grades shall be included in the student's class rank calculation.
- A dual credit grade of 60–69 is equivalent to a D and credit is honored in accordance with the District's agreement with the awarding institution.

**Exclusions**

The calculation of weighted GPA and class rank shall exclude grades for eligible courses earned through distance learning or credit by examination, with or without prior instruction.

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

**Weighted Grade System**

Categories

The District shall categorize and weight eligible courses as Dual Credit, AP/IB, Advanced, and On-Level in accordance with the provisions of this policy and as designated in appropriate District publications.

*Dual Credit*

Designated dual credit courses shall be categorized and weighted as Dual Credit courses.

*AP/IB*

All Advanced Placement (AP) courses and designated International Baccalaureate (IB) courses shall be categorized and weighted as AP/IB courses.

*Advanced Courses*

Eligible Pre-AP, Bryan High School Pre-IB, and Advanced courses shall be categorized and weighted as Advanced courses.

*On-Level Courses*

All other eligible courses shall be categorized and weighted as On-Level courses.

Weighted Grade Point Average

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following table and shall calculate a weighted GPA:

Letter Grade	Numeric Grade	Dual Credit	AP/IB	Advanced	On-Level
A	100	6.0	6.0	5.0	4.0
	99	5.9	5.9	4.9	3.9
	98	5.8	5.8	4.8	3.8
	97	5.7	5.7	4.7	3.7
	96	5.6	5.6	4.6	3.6
	95	5.5	5.5	4.5	3.5
	94	5.4	5.4	4.4	3.4
	93	5.3	5.3	4.3	3.3
	92	5.2	5.2	4.2	3.2
	91	5.1	5.1	4.1	3.1
90	5.0	5.0	4.0	3.0	
B	89	4.9	4.9	3.9	2.9
	88	4.8	4.8	3.8	2.8
	87	4.7	4.7	3.7	2.7
	86	4.6	4.6	3.6	2.6
	85	4.5	4.5	3.5	2.5
	84	4.4	4.4	3.4	2.4
	83	4.3	4.3	3.3	2.3

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

Letter Grade	Numeric Grade	Dual Credit	AP/IB	Advanced	On-Level
	82	4.2	4.2	3.2	2.2
	81	4.1	4.1	3.1	2.1
	80	4.0	4.0	3.0	2.0
C	79	3.9	3.9	2.9	1.9
	78	3.8	3.8	2.8	1.8
	77	3.7	3.7	2.7	1.7
	76	3.6	3.6	2.6	1.6
	75	3.5	3.5	2.5	1.5
	74	3.4	3.4	2.4	1.4
	73	3.3	3.3	2.3	1.3
	72	3.2	3.2	2.2	1.2
	71	3.1	3.1	2.1	1.1
	70	3.0	3.0	2.0	1.0
D	69	2.9	0	0	0
	68	2.8	0	0	0
	67	2.7	0	0	0
	66	2.6	0	0	0
	65	2.5	0	0	0
	64	2.4	0	0	0
	63	2.3	0	0	0
	62	2.2	0	0	0
	61	2.1	0	0	0
	60	2.0	0	0	0
F	0-59	0	0	0	0

Transfer Students

GPA's for transfer students shall be determined by the following:

1. Course weighting shall be determined by considering equivalent courses taught at the District high schools or equivalent courses recognized by TEA.
2. Grades considered for class rank must be earned from a state-accredited high school.

If a student transfers from a non-accredited school, only grades earned at the District high schools shall be used for determining the weighted GPA and class rank.

### Commencement

For the purpose of determining honors to be conferred during commencement activities, the District shall calculate class rank using grades available at the time of calculation at the end of the fall semester of the senior year

The following shall apply:

1. Honor graduates shall be recognized at commencement.
2. ~~The highest ranking senior student, as of the end of~~ Following the fall semester calculation of the senior year, ~~the senior with the highest grade point average~~ shall give the commencement address ~~and be recognized as the Valedictorian.~~
3. To qualify as an honor graduate, an early graduate must declare in writing prior to the start of his or her final year the intention of graduating early, must have earned enough credits to reach senior status, and must be classified as a senior prior to the start of the fall semester.

Students may be periodically ranked according to their GPA during their high school years. These ranks, however, shall be considered unofficial since class rank may change after each grading period. The official transcript of record, which includes rank in class, and GPA shall be entered at the end of the sixth six weeks of the senior year.

### Valedictorian / Salutatorian

~~For the purpose of commencement exercises,~~ the valedictorian and salutatorian shall be the eligible students with the highest and second highest ~~ranking, grade point average respectively, as of the end of the fall semester calculation of the senior year.~~ To be eligible for such recognition, a student must have been enrolled in the same District high school for the four semesters preceding graduation.

~~The valedictorian and salutatorian shall be officially announced following the completion of the final grade calculations in mid-June.~~

### No Ties

In order to recognize only one student as valedictorian and one student as salutatorian, the District shall calculate weighted GPAs to a sufficient number of decimal places so that no ties exist among eligible students.

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

Honor Graduates

The District shall recognize as honor graduates each student who has a weighted GPA of 3.5 or higher and who graduates the foundation program with the distinguished level of achievement.

Classifications are as follows:

1. The District shall recognize a student whose weighted GPA is in the top two percent as summa cum laude.
2. The District shall recognize a student whose weighted GPA is in the next three percent as magna cum laude.
3. The District shall recognize a student whose weighted GPA is in the next five percent as cum laude.
4. The District shall recognize a student whose weighted GPA is 3.5 or higher as an honor graduate.

**Highest-Ranking Graduate**

The student meeting the local eligibility ~~criteria for recognition as the valedictorian~~ as the highest ranking student after the final grading period and who has been continuously enrolled at the same District high school for the four semesters preceding graduation shall ~~also~~ be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

8. Consider Approval of the Student Code of Conduct and Student Handbook for the 2023-2024 School Year

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# **STUDENT HANDBOOK**

## **2023-2024**

Due to the 85<sup>th</sup> Texas Legislature, some of the information has not been amended to meet the state's new mandates. The most accurate handbook can be found on the District's website at [www.bryanisd.org](http://www.bryanisd.org).

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[patrick.corbett@bryanisd.org](mailto:patrick.corbett@bryanisd.org)

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979-209-1087  
[shay.schinski@bryanisd.org](mailto:shay.schinski@bryanisd.org)

Director of School Nutrition &  
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979-209-7052  
[sundy.fryrear@bryanisd.org](mailto:sundy.fryrear@bryanisd.org)

Director of Special Education  
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979-209-2780  
[catherine.george@bryanisd.org](mailto:catherine.george@bryanisd.org)

Director of Student Health, Fitness &  
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[dereck.rush@bryanisd.org](mailto:dereck.rush@bryanisd.org)

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Director of Transportation  
**Lori Sears**  
979-209-7130  
[lori.sears@bryanisd.org](mailto:lori.sears@bryanisd.org)

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Ruthie Waller, Member  
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**Travis B. Bryan High School**

3450 Campus Drive, Bryan, TX 77802  
979-209-2400 \* FAX 979-209-2402

Lane Buban, Principal.....209-2441  
Chantel Hluchan, Associate Principal.....209-2635  
Blake Allen, Assistant Principal (Serna-Z).....209-2545  
Juan Cruz, Assistant Principal, (Gooden-Longoria).....209-2525  
Matthew Faldyn, Assistant Principal (A-Cox).....209-2654  
De Gibson, Assistant Principal, (Oldham-Serano).....209-2424  
Stephanie March-Smith, Asst Prin., (Crawford-Gonzalez)  
.....209-2430  
Shawn Ponzio, Assistant Principal (Lopez-Odel).....209-2657  
Justin Estes, Lead Counselor (IB & U-Z).....209-2609  
TaShauna Green, Counselor (Rob-T).....209-2637  
Melissa Martinez, Counselor (Moo-Rob).....209-2644  
Pamela Perrone, Counselor (Ci-Garcia).....209-2612  
Heidi Ragusa, Counselor (Jo-Mo).....209-2658  
Nicole Surley, Counselor (Gar-Joh) & NAC.....209-2506  
Corinne Van, Counselor (A-Chu)..... 209-2558  
Attendance.....209-2404 Option 3  
Nurse.....209-2400 Option 2  
Registrar.....209-2590

**James Earl Rudder High School**

3251 Austin’s Colony, Bryan, TX 77808  
979-209-7900 \* FAX 979-209-7901

Rachel Layton, Principal.....209-7905  
Ebony Davis, Associate Principal .....209-7914  
Andy Valadez, Associate Principal .....209-7968  
Robert Casey, Assistant Principal (Lo-Ra)..... 209-7917  
Kori Catlin, Assistant Principal (Re-Z).....209-7936  
Kellee Palmer, Assistant Principal (En-Li).....209-7953  
Cynthia Portales, Assistant Principal (A-Em) .....209-7960  
Shannon Adams, Counselor (Herr-Mon).....209-7919  
Regina George, Counselor (Moo-Sc).....209-7918  
Jarvellyn Robinson, Counselor (A-Del).....209-7974  
Virginia Rodriguez, Counselor (Dem-Hern) ..... 209-7933  
Mary Stautezberger, Counselor (Se-Z) ..... 209-7935  
Attendance.....209-7975  
Nurse.....209-7950  
Registrar.....209-7903

**Bryan Collegiate High School**

1901 East Villa Maria Road, Bryan, TX 77802  
979-209-2790 \* FAX 979-209-2704

Tommy Roberts, Principal.....209-2790  
Dana Bechuck, Associate Principal ..... 209-2792  
Sheila Homeyer, Counselor .....209-2801  
Janice McCall, Counselor ..... 209-2794  
Attendance/Registrar..... 209-2791  
Nurse ..... 209-2711

**Career and Technical Education Complex**

6753 Mumford Road, Bryan, TX 77807  
979-209-1470

**Mary Catherine Harris School – “A School of Choice”**

1305 Memorial Drive, Bryan, TX 77802  
979-209-2812 \* FAX 979-209-2867

**Discipline Alternative Education Program (DAEP)  
& Juvenile Justice Center (JJC)**

979-209-2760 \* FAX 979-209-2754

Dr. Karen Kaspar, Principal.....209-2811  
Amanda Godfrey, Assist. Principal (MCH/Star/E/T) ..209-2886  
William Thompson, Asst. Principal (MS/HS/DAEP).209-2704  
Cody Satterfield, Administrator, Student Affairs .... 209-2815

**Arthur L. Davila Middle School**

2751 North Earl Rudder Freeway, Bryan, TX 77803  
979-209-7150 \* FAX 979-209-7151

Sara Rueda, Principal.....209-7155  
Michael Gibson, Associate Principal ..... 209-7157  
Rebecca Luna, Associate Principal .....209-7176  
Frankie Harris, Assistant Principal (7<sup>th</sup> gr) ..... 209-7194  
James Hodges, Assistant Principal (8<sup>th</sup> gr) ..... 209-7178  
Lynred Hoepfner, Assistant Principal (Specl Prog) .. 209-7152  
Attendance.....209-7150 Option 3  
Nurse.....209-7150 Option 2

**Stephen F. Austin Middle School**

800 South Coulter, Bryan, TX 77803  
979-209-6700 \* FAX 979-209-6741

Kimberly Giesenschlag, Principal .....209-6705  
Darren Nobles, Associate Principal ..... 209-6730  
Heather Reid, Associate Principal.....209-6716  
Amy Bay, Assistant Principal, (7<sup>th</sup>).....209-6712  
Anagabriel Hernandez, Asst. Principal, (Spcl. Programs)  
.....209-6711  
Keith Muehlstein, Assistant Principal (8<sup>th</sup>) ..... 209-6710  
Attendance.....209-6715 Option 2  
Nurse.....209-6703 Option 3

**Jane Long Intermediate School**

1106 North Harvey Mitchell Parkway, Bryan, TX 77803  
979-209-6500 \* FAX 979-209-6566

Dr. Desiree Caperton, Principal.....209-6502  
Shori Grunkemeyer, Dean of Instruction.....209-6569  
George Beckworth, Assist Principal (A-G).....209-6572  
Sheri Parker, Assistant Principal (H-P) ..... 209-6603  
Gisella Sericano, Assistant Principal (Q-Z).....209-6506  
Attendance.....209-6500 Option 3  
Nurse.....209-6500 Option 2

**Sam Rayburn Intermediate School**

1048 North Earl Rudder Freeway, Bryan, TX 77802  
979-209-6600 \* FAX 979-209-6611

Becky Ryberg, Principal.....209-6602  
Jennifer Pope, Dean of Instruction.....209-6620  
Crystal Drager, Assistant Principal (P-Z).....209-6653  
Tamica Gaines, Assistant Principal (Goo-O) ..... 209-6612  
Sarah Oldham, Assistant Principal (A-Go).....209-6654  
Attendance.....209-6600 Option 3  
Nurse.....209-6600 Option 2

**Sadberry Intermediate School**

3208 Wilks Drive, Bryan, TX 77803

979-209- \* FAX 979-209-

Alfred Scott, Principal.....209-  
Julie Brenner, Dean of Instruction.....209-  
Attendance.....209- Option 3  
Nurse.....209-6600 Option 2

**Bonham Elementary School**

3100 Wilkes Drive, Bryan, TX 77803

979-209-1200 \* FAX 979-209-1218

Grades: Pre-K-4

Gloria Garcia-Rhodes, Principal.....209-1205  
Tara Hunter, Assistant Principal ..... 209-1220

**Bowen Elementary School**

3870 Copperfield Drive, Bryan, TX 77802

979-209-1300 \* FAX 209-1306

Grades: Pre-K-4

Kimberly Guess, Principal..... 209-1301  
Shelby Goodman, Assistant Principal..... 209-1319

**Mary Branch Elementary School**

2040 W. Villa Maria Rd., Bryan, TX 77807

979-209-2900 \* FAX 979-209-2910

Grades: Pre-K-4

Amy Bruner, Principal ..... 209-2905  
Julie Brenner, Assistant Principal ..... 209-2906  
Roslyn Scott, Academic Administrator ..... 209-2907

**Crockett Elementary School**

401 Elm Ave., Bryan, TX 77801

979-209-2960 \* FAX 979-209-2965

Grades: Pre-K-4

Debi Ehrhardt, Principal.....209-2952  
Sonya Perez-Harrington, Assistant Principal..... 209-2961

**Fannin Elementary School**

1200 Baker Ave., Bryan, TX 77803

979-209-3800 \* FAX 979-209-3826

Grades: Pre-K-4

Linda Taplett, Principal.....209-3802  
Hollie Guilbeau, Assistant Principal..... 209-3827

**Henderson Elementary School**

801 Matous St., Bryan, TX 77802

979-209-1560 \* FAX 979-209-1566

Grades: Pre-K-4

Daniela Garza-Ramirez, Principal.....209-1557  
Diana Alderson, Assistant Principal.....209-1573

**Sam Houston Elementary School**

4501 Canterbury Drive, Bryan, TX 77802

979-209-1360 \* FAX 979-209-1364

Grades: Pre-K-4

Amanda Wells, Principal.....209-1352  
Rhonda Elam, Assistant Principal.....209-1358

**Johnson Elementary School**

3800 Oak Hill Drive, Bryan, TX 77802

979-209-1460 \* FAX 979-209-1462

Grades: Pre-K-4

Amy Thomman, Principal .....209-1461  
Laura DeLaRosa, Assistant Principal .....209-1453

**Anson Jones Elementary School**

1400 Pecan, Bryan, TX 77803

979-209-3900 \* FAX 979-209-3912

Grades: Pre-K-4

Dr. Alma Velez, Principal ..... 209-3905  
Demetrius Darnell, Assistant Principal..... 209-3929  
Courtney Piatt, Dean of Instruction..... 209-3927

**Kemp - Carver Elementary School**

750 Bruin Trace, Bryan, Texas 77803

979-209-3760 \* 979-209-3764

\* Pre- K – (979) 209-3702

Alison Boggan, Principal.....209-3755  
Ashley Lopez, Assistant Principal ..... 209-3758  
Tina Palasota, Assistant Principal.....209-3757

**Mitchell Elementary School**

2500 Austin's Colony Parkway, Bryan, TX 77808

979-209-1400 \* FAX 979-209-1420

Grades: Pre-K-4

Shari Hedstrom, Principal.....209-1402  
Sharyn Womble, Assistant Principal.....209-1421

**Navarro Elementary School**

4619 Northwood Dr., Bryan, TX 77803

979-209-1260 \* FAX 979-209-1270

Grades: Pre-K-4

Kathy Riley, Principal.....209-1252  
Sarah Dean, Assistant Principal.....209-1251

**Neal Elementary School**

801 W. Martin L. King, Bryan, TX 77803

979-209-3860 \* FAX 979-209-3863

Grades: Pre-K-4

Juanita Collins, Principal .....209-3855  
Joni Bailey, Assistant Principal.....209-3856

**Sul Ross Elementary School**

3300 Parkway Terrace, Bryan, TX 77802

979-209-1500 \* FAX 979-209-1513

Grades: Pre-K-4

Danielle Legg, Principal .....209-1505  
Angela Jackson, Assistant Principal .....209-1512  
Aubrey Rives, Assistant Principal ..... 209-1503

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## PREFACE

To Students and Parents:

Welcome to school year 2023-2024! Education is a team effort, and we know that students, parents, teachers, and other staff members all working together can make this a wonderfully successful year for our students.

The Bryan ISD Student Handbook is designed to provide a resource for some of the basic information that you and your child will need during the school year. In an effort to make it easier to use, the handbook is divided into two sections:

**Section I—PARENTAL RIGHTS AND RESPONSIBILITIES**—with information to assist you in responding to school-related issues. We encourage you to take some time to closely review this section of the handbook.

**Section II—OTHER IMPORTANT INFORMATION FOR STUDENTS AND PARENTS**—organized alphabetically by topic for quick access when searching for information on a specific issue.

Please be aware that the term “*the student’s parent*” is used to refer to the parent, legal guardian, or any other person who has agreed to assume school-related responsibility for a student.

Both students and parents should become familiar with the Bryan ISD Student Code of Conduct, which is a document adopted by the board and intended to promote school safety and an atmosphere for learning. That document may be found as a separate document sent home to parents at their request, posted on the district’s website, [www.bryanisd.org](http://www.bryanisd.org), or available in the principal’s office.

The Student Handbook is a **general reference guide only** and is designed to be in harmony with board policy and the Student Code of Conduct. Please be aware that it is not a complete statement of all policies, procedures, or rules that may be applicable in a given circumstance.

In case of conflict between board policy (including the Student Code of Conduct) and any provisions of the Student Handbook, the current provisions of board policy and the Student Code of Conduct are to be followed.

Also, please be aware that the handbook is updated yearly, while policy adoption and revision may occur throughout the year. In order to keep parents informed of proposed board policy changes during the school year, any changes in policy or other rules that affect Student Handbook provisions will be made available to students and parents through newsletters or other communications. The district reserves the right to modify provisions of the Student Handbook at any time, whenever it is deemed necessary. Notice of any revision or modification will be given as is reasonably practical under the circumstances.

Although the Student Handbook may refer to rights established through law or district policy, the Student Handbook does not create any additional rights for students and parents. It does not, nor is it intended to, create contractual or legal rights between any student or parent and the district.

After reading through the entire handbook with your child, keep it as a reference during this school year. If you or your child has questions about any of the material in this handbook, please contact a teacher, a counselor, or a principal.

**If you consent to receive information through a landline or wireless phone, please ensure that you notify the school's administration office immediately upon a change in or disconnection of your number.** The district or school may generate automated or pre-recorded messages, text messages, or real-time phone or email communication, so prompt notification of any change in contact information will be crucial to maintain timely communication with you. Standard messaging rates of your phone carrier may apply. If you have specific requests or needs related to how the district contacts you, please contact your child's principal. Please see Safety for information regarding contact with parents during an emergency situation.

The following forms need to be completed each school year. You will receive a link via email to complete the digital version of these forms.

1. Student and Parent Acknowledgment Form;
2. Acknowledgement of Electronic Distribution of Student Handbook and Code of Conduct;
3. Student Directory Information and Release of Student Information Form;
4. Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education Form, if you choose to restrict the release of information to these entities;
5. Family Survey;
6. Student Consent and Parent Authorization for Participation in Bryan ISD Drug/Alcohol Screening Program (High school students only); and
7. Student and Parent Consent to participate in the School Counseling Program.

[See **Obtaining Information and Protecting Student Rights** and **Directory Information** for more information.]

Please note that references to policy codes are included so that parents can refer to current board policy. A copy of the district's policy is available for review online at [www.bryanisd.org](http://www.bryanisd.org) as well as in the reception area of each campus.

## **ACCESSABILITY**

If you have difficulty accessing the information in this document because of a disability, please contact Bryan ISD School Leadership at S. Ennis Street, Bryan TX 77803, (979) 209-1075

# SECTION I: PARENTAL RIGHTS AND RESPONSIBILITIES

This section of the Bryan Independent School District Student Handbook includes information on topics of particular interest to you as a parent.

## TITLE I

A Title I school is one that qualifies for additional federal funds due to high numbers of students from low-income families. The goal of Title I is to narrow the achievement gap between low-income students and other students. Title I schools use the additional money to pay for extra instruction to students, teaching materials, improved curriculum, additional instructors as well as parent and family engagement activities that promote student learning and development through collaboration between the school and home.

## PARENT AND FAMILY ENGAGEMENT

### 2023-24 District Parent and Family Engagement Policy, ESSA Section 1116

The District Parent and Family Engagement Policy set the expectations for parent and family engagement in Bryan ISD. It works to fulfill Bryan ISD’s vision of “Children First. Always.” The District seeks to collaborate with parents as full partners in the learning and development of their children through the following methods.

1. *Bryan ISD* will reach out to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs consistent with the requirements of ESSA Section 1116. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children [Section 1116 (a)(1)].

Bryan ISD will reach out and engage in conversations with parents and families to gather meaningful feedback through District Educational Improvement Council and parent surveys. Special attention will be given to engaging parents of children participating in Title I Programs.

2. *Bryan ISD* receives Title I, Part A funds. Our goal is to plan and implement effective parent and family involvement activities to improve student academic achievement and school performance. Therefore, *Bryan ISD* will develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy [Section 1116 (a)(2)].
  - The policy shall be incorporated into the local educational agency’s plan developed under section 1112 (District Improvement Plan, DISTRICT IMPROVEMENT PLAN),
  - The policy will establish the LEA’s expectations and objectives for meaningful parent and family involvement.

Bryan ISD parents and district personnel will meet annually in the spring to jointly review and revise our district’s Parent and Family Engagement Policy. The role of the parents in the process will be to provide feedback and recommendations, and agree upon the updated policy. English and Spanish versions of the revised policy will be posted on the district website, the student handbook, and distributed and explained to parents at annual Title I meetings at each Title I campus. The policy will also be incorporated into the district improvement plan.

3. *Bryan ISD* will involve parents and family members in jointly developing the local educational agency plan (District Improvement Plan) under section 1112, and the development of support and improvement plans under paragraphs (1) and (2) of section 1111(d) [Section 1116 (a)(2)(A)].

Bryan ISD parents and district personnel will meet annually in the spring to jointly review and revise our District Improvement Plan. The role of the parents in the process will be to provide feedback and recommendations and agree upon the updated District Improvement Plan. The plan will be shared with parents and the local community on the district website and will be available in the language of the home via Google Translate.

4. *Bryan ISD* will provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the local educational agency, in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education [Section 1116 (a)(2)(B)].

Bryan ISD Director of Counseling will provide coordination, technical assistance, and support to Title I campuses through regular meetings with campus Parent and Family Engagement facilitators to build the capacity of campus Parent and Family Engagement programs. The District Educational Improvement Council and parent surveys will be used as a resource to review and discuss strategies to work with parents for student success.

5. *Bryan ISD* will coordinate and integrate parent and family engagement strategies under Title I, Part A, to the extent feasible and appropriate, with other relevant Federal, State, and local laws and programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children [Section 1116 (a)(2)(C) and Section 1116 (e)(4)].

Bryan ISD will coordinate and integrate Parent and Family Engagement events and activities with other campus activities, including preschool programs and literacy activities, to encourage families to be involved in their child's education, and conduct other activities such as parent resource centers and Parent Kiosks at every Title I campus for parents to access and participate in information about their child's education and school.

6. *Bryan ISD* will conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of all schools served under this part, including identifying

Section 1116 (a)(2)(D):

- barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background);
- the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and
- strategies to support successful school and family interactions.

Bryan ISD parents and district personnel will meet annually in the spring to jointly evaluate our district's Parent and Family Engagement Policy. The evaluation will identify:

- Barriers to participation,
- Needs of parents to assist in their child's learning, and
- Strategies to support successful school-family interactions.

The role of the parents in the process will be to provide feedback and recommendations in designing strategies for more effective Parent and Family Engagement.

7. *Bryan ISD* will use the findings of such evaluation to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policies [Section 1116 (a)(2)(E)].

Bryan ISD will use findings from parent feedback and recommendations from District Educational Improvement Council meetings and parent surveys to help design and implement evidence-based strategies for more effective parent and family engagement. The district will use the findings to revise, if necessary, the district Parent and Family Engagement policy and plan Parent and Family Engagement activities to support these strategies. The updated policy will be made available on the district website, and the student handbook, and distributed and explained to parents at annual Title I meetings at each Title I campus.

8. *Bryan ISD* will involve parents in the activities of the schools served under this part, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the local educational agency to adequately represent the needs of the population for the purposes of developing, revising, and reviewing the parent and family engagement policy and provide such other reasonable support for parental involvement activities under this section as parents may request [Section 1116 (a)(2)(F) and Section 1116 (e)(14)].

Bryan ISD will involve parents in the activities of the school by inviting and encouraging parents to serve on parent groups and committees, such as PTO and Parent Leadership Team. Parent Leadership Team members are selected by campus principals to represent their school. The duties of the team members include discussion and feedback on district events and input on state and federal education programs. Additionally, district personnel will provide campus Parent and Family Engagement facilitator information on Title I, Part A, and support for other types of Parent and Family Engagement programs or services provided by schools or frequently requested by parents and families.

9. To ensure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, *Bryan ISD* shall:

- (i) provide assistance to parents of children served by the local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of the parent and family engagement program, and how to monitor a child's progress and work with educators to improve the achievement of their children [Section 1116 (e)(1)];

Bryan ISD will provide assistance to parents in understanding the topics listed above by conducting two annual Title I meetings at each Title I campus. The first of the two meetings will be held during the first nine-weeks of school and more than one method (e.g. letters/post cards, newsletters, social media, Parent Link, and school marques) will be used to notify parents of the dates and times.

- (ii) provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement [Section 1116 (e)(2)];

Bryan ISD will provide materials and training to assist parents on topics listed above at Parent and Family Engagement programs, meetings and activities held at Title I campuses during the fall and spring semesters. Parents will be informed of the dates and times of programs, meetings and activities through newsletters, social media, Parent Link, classroom teachers, Tuesday folders, Parent Folder, and school marques.

- (iii) educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school [Section 1116 (e)(3)];

Bryan ISD district personnel will provide training information on the topics listed above to campus Parent and Family Engagement facilitators to educate teachers and staff at the beginning of every school year. Parent surveys will be used to include parents in the development of these trainings. In addition, the Director of Counseling will provide three trainings a year to campus Parent and Family Engagement facilitators to support and train principals and teachers to promote Parent and Family Engagement activities.

- (iv) ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand [Section 1116 (e)(5)].

As outlined in the Bryan ISD Translation and Interpretation Policy, the district will provide translation of vital school documents in Spanish, and other languages as needed and requested, to the extent practicable. Such documents include the district and campus parent and family engagement policy, the home-school compact, Parents Right to Know, an explanation of campus's curriculum, information on forms of academic assessment, promotional information about training and activities, and IEPs. Oral translation will be provided as needed for school-related communications, and equipment for simultaneous translation will be available for campuses to checkout for Parent and Family Engagement activities.

*The Bryan ISD Parent and Family Engagement Policy are evaluated and updated annually with the help of parents. The 2023-24 policy is the result of an evaluation involving parents at the Bryan ISD District Educational Improvement Council on April 13, 2023.*

## Working Together

Both experience and research tell us that a child's education succeeds best when there is good communication and a strong partnership between home and school. Your involvement in this partnership may include:

- Continuing to encourage your child to put a high priority on education and working with your child on a daily basis to make the most of the educational opportunities the school provides.
- Continuing to ensure that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Staying familiar with all of your child's school activities and with the academic programs, including special programs, offered in the district.
- Discussing with the counselor or principal any questions, you may have about the options and opportunities available to your child.
- Continuing to review the requirements of the graduation programs with your child once your child begins enrolling in courses that earn high school credit.
- Continuing to monitor your child's academic progress and contacting teachers as needed. [See **Academic Counseling and Academic Programs.**]
- Attending scheduled conferences and requesting additional conferences as needed. To schedule a telephone or in-person conference with a teacher, counselor, or principal, please call the school office for an appointment. The teacher will usually return your call or meet with you during a designated conference period, before, or after school. [See **Report Cards/Progress Reports and Conferences.**]
- Becoming a school volunteer. [For further information, see policies at GKG and contact the campus principal.
- Participating in campus parent organizations. Parent organizations includes: Campus Performance Improvement Committee (CPIC), Parent Teacher Student Organization (PTSO), Parent Teacher Organization (PTO), and various booster clubs.
- Serving as a parent representative on the district-level or campus-level planning committees, assisting in the development of educational goals and plans to improve student achievement. For further information, see policies at BQA and BQB, and contact the school principal.
- Serving on the School Health Advisory Council (SHAC), assisting the district in ensuring local community values are reflected in health education instruction. [See policies at BDF, EHAA, FFA, and information in this handbook at **School Health Advisory Council.**]
- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Attending board meetings to learn more about district operations. [See policies at BE and BED for more information.]

## **Communicating with School Personnel**

Student success in Bryan ISD depends upon a successful relationship between school personnel and a student's parent/guardian. The success of this relationship is most likely when effective lines of communication exist between the school and the home. It is the expectation of the Bryan Independent School District that a commitment to open communication exist in every area of a student's educational experience. Parents should use the following process when communicating with BISD campuses:

### **Step #1 – Contact the appropriate personnel at the campus level**

- Classroom issues should first be addressed with the teacher, if not pleased with the outcome it may be followed by the designated assistant principal and principal.
- Behavior or discipline issues should first be addressed to the designated assistant principal followed by the principal.
- General issues should first be addressed to the principal.

### **Step #2 – Contact the appropriate personnel at the district level**

- Issues pertaining to curriculum and instruction for grades Pre-K-12 should be addressed to Dr. Leslie Holtkamp at 801 S. Ennis Street, Bryan TX 77803, (979) 209-1032.
- Issues pertaining to activities, enrollment, transfers, discipline, or general complaints for grades Pre-K-12 should be addressed to Dr. Brian Merrell, Linda Montoya, or Crystal Goodman, Executive Directors of School Leadership 801 S. Ennis Street, Bryan TX 77803, (979) 209-1075.

### **Step #3 – Contact the appropriate Associate Superintendent**

- Barbara Ybarra, Associate Superintendent of Teaching & Learning at 801 S. Ennis Street, Bryan TX 77803, (979) 209-1077.
- Carol Cune, Associate Superintendent of Human Resources at 801 S. Ennis Street, Bryan TX 77803, (979) 209-1084

### **Step #4 – Contact the Superintendent**

- Ginger Carrabine, Superintendent at 801 S. Ennis Street, Bryan TX 77803, (979) 209-1002.

## **Translation Policy**

### **Purpose**

Bryan Independent School District (ISD) recognizes the crucial role that parents, guardians and families play in the education of their children. Bryan ISD encourages partnerships between the district administration, schools and families in order to share the responsibility of educating our students.

To that end, this policy was created to ensure that English learners and parents who speak languages other than English are provided appropriate translation and interpretation services so

that families of diverse language backgrounds may fully participate in the education of their children.

### **Identification**

The home language survey is used by Bryan ISD to identify languages spoken by families in order to determine both student and parents' language needs. The home language survey is collected when a student first enrolls in a Texas school, and it is provided in the two languages most often used between parents and children in the district, English and Spanish.

### **Interpretation and Translation**

Interpretation and translation services listed below are available as needed and requested for school related purposes for all district staff, students, and parents of enrolled students free of cost.

- Oral interpretation is provided for families whose primary language is a non-written language, whenever feasible, in order to provide language accessible information.
- Oral translation is provided for families who speak languages other than English at parent meetings and parent and family engagement activities using equipment for simultaneous interpretation.
- Written translation is provided of vital school documents in Spanish. Written translation can be provided for other languages, as needed and requested, to the extent practicable. Vital school documents include, but are not limited to, the campus improvement plan, parent and family engagement policy, home-school compact, "Parent's Right to Know," and student progress/achievement information.
- Online translation is available on the district website via a Google Translate tool which instantly translates websites to over 100 languages.

### **Procedures for Requesting Services**

Parents who speak a language other than English may request translation and interpretation services for school-related communications in any of the following ways:

- Ask at the school or district office.
- Ask an administrator.
- Ask a teacher. • Call (979) 209-1031 during regular district business hours.
- Email a request to [bisd\\_translator@bryanisd.org](mailto:bisd_translator@bryanisd.org).

## **PARENTAL RIGHTS**

### ***Obtaining Information and Protecting Student Rights***

Your child will not be required to participate without parental consent in any survey, analysis, or evaluation—funded in whole or in part by the U.S. Department of Education—that concerns:

- Political affiliations or beliefs of the student or the student's parent.

- Mental or psychological problems of the student or the student’s family.
- Sexual behavior or attitudes.
- Illegal, antisocial, self-incriminating, or demeaning behavior.
- Critical appraisals of individuals with whom the student has a close family relationship.
- Relationships privileged under law, such as relationships with lawyers, physicians, and ministers.
- Religious practices, affiliations, or beliefs of the student or parents.
- Income, except when the information is required by law and will be used to determine the student’s eligibility to participate in a special program or to receive financial assistance under such a program.

You will be able to inspect the survey or other instrument and any instructional materials used in connection with such a survey, analysis, or evaluation.

[For further information, see policy EF (LEGAL).]

## **Consent, Opt-Out, and Refusal Rights**

### ***“Opting Out” of Surveys and Activities***

As a parent, you have a right to receive notice of and deny permission for your child’s participation in:

- Any survey concerning the private information listed above, regardless of funding.
- School activities involving the collection, disclosure, or use of personal information gathered from your child for the purpose of marketing, selling, or otherwise disclosing that information.
- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student. Exceptions are hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law. [See policies EF and FFAA.]
- Unless required under state or federal law, a district employee will not conduct a psychological examination, test, or treatment without obtaining written parental consent.
- The district will not provide a mental health care service to a student except as permitted by law.

### ***Inspecting Surveys***

As a parent, you may inspect a survey created by a third party before the survey is administered or distributed to your child.

### ***Requesting Professional Qualifications of Teachers and Staff***

You may request information regarding the professional qualifications of your child’s teachers, including whether a teacher has met state qualification and licensing criteria for the grade levels

and subject areas in which the teacher provides instruction; whether the teacher has an emergency permit or other provisional status for which state requirements have been waived; and undergraduate and graduate degree majors, graduate certifications, and the field of study of the certification or degree. You also have the right to request information about the qualifications of any paraprofessional who may provide services to your child.

### ***Reviewing Instructional Materials***

As a parent, you have a right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered to your child.

You are also entitled to request that the school allow your child to take home any instructional materials used by the student. If the school determines that sufficient availability exists to grant the request, the student must return the materials at the beginning of the next school day if requested to do so by the child's teacher.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

[Also see **Removing a Student from Human Sexuality Instruction** for additional information.]

### ***Displaying a Student's Artwork, Photos, and Other Original Work***

Teachers may display students' work in classrooms or elsewhere on campus as recognition of student achievement. However, the district will seek parental consent before displaying students' artwork, special projects, photographs taken by students, and other original works on the district's website, on any campus or classroom website, in printed material, by video, or by any other method of mass communication.

### ***Accessing Student Records***

You may review your child's student records. These records include:

- Attendance records,
- Test scores,
- Grades,
- Disciplinary records,
- Counseling records,
- Psychological records,
- Applications for admission,
- Health and immunization information,
- Other medical records,
- Teacher and counselor evaluations,
- Reports of behavioral patterns, and

- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with your child, as law defines the term intervention strategy.
- State assessment instruments that have been administered to your child, and
- Teaching materials and tests used in your child’s classroom.

[See **Student Records.**]

***Granting Permission to Video or Audio Record a Student***

As a parent, you may grant or deny any written request from the district to make a video or voice recording of your child. State law, however, permits the school to make a video or voice recording without parental permission for the following circumstances:

- When it is to be used for school safety;
- When it relates to classroom instruction or a co-curricular or extracurricular activity; or
- When it relates to media coverage of the school.

When video or audio record relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings, the district will seek parental consent through a written request before making any other video or voice recording of your child not otherwise allowed by law.

***Granting Permission to Receive Parenting and Paternity Awareness Instruction***

As a parent, if your child is under the age of 14, you must grant permission for your child to receive instruction in the district’s parenting and paternity awareness program or your child will not be allowed to participate in the instruction. This program, developed by the Office of the Texas Attorney General and the State Board of Education (SBOE), is incorporated into the district’s physical education classes.

***Removing a Student Temporarily from the Classroom***

You may remove your child temporarily from the classroom if an instructional activity in which your child is scheduled to participate in conflicts with your religious or moral beliefs. The removal cannot be for the purpose of avoiding a test and may not extend for an entire semester. Further, your child must satisfy grade-level and graduation requirements as determined by the school and by the Texas Education Agency.

***Removing a Student from Human Sexuality Instruction***

As a part of the district’s curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) is involved with the selection of course materials for such instruction.

State law requires that any instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus or acquired immune deficiency syndrome must:

- Present abstinence from sexual activity as the preferred choice of behavior in relationship to all sexual activity for unmarried persons of school age;
- Devote more attention to abstinence from sexual activity than to any other behavior;

- Emphasize that abstinence is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to a standard of behavior in which abstinence from sexual activity before marriage is the most effective way to prevent pregnancy and sexually transmitted diseases; and
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

In accordance with state law, below is a summary of the district’s curriculum regarding human sexuality instruction:

BISD uses *SHAC* curriculum for human sexuality instruction.

***Consent Before Human Sexuality Instruction***

As a parent, you are entitled to review the curriculum materials. Before a student receives human sexuality instruction, the district must obtain written consent from the student’s parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin. If your child does not participate in the human sexuality instruction, the student will not have academic, disciplinary, or other penalties. You may also choose to become more involved with the development of curriculum used for this purpose by becoming a member of the district’s SHAC. Please see the campus principal for additional information.

***Excusing a Student from Reciting the Pledges to the U.S. and Texas Flags***

As a parent, you may request that your child be excused from participation in the daily recitation of the Pledge of Allegiance to the United States flag and the Pledge of Allegiance to the Texas flag. The request must be in writing. State law does not allow your child to be excused from participation in the required minute of silence or silent activity that follows. [See **Pledges of Allegiance and a Minute of Silence** and policy EC (LEGAL).]

***Excusing a Student from Reciting a Portion of the Declaration of Independence***

You may request that your child be excused from recitation of a portion of the Declaration of Independence. State law requires students in social studies classes in grades 3–12 to recite a portion of the text of the Declaration of Independence during Celebrate Freedom Week unless (1) you provide a written statement requesting that your child be excused, (2) the district determines that your child has a conscientious objection to the recitation, or (3) you are a representative of a foreign government to whom the United States government extends diplomatic immunity.

[See policy EHBK (LEGAL).]

***Requesting Limited or No Contact with a Student through Electronic Media***

Teachers and other approved employees are permitted by the district to communicate with students through the use of electronic media within the scope of the individual’s professional responsibilities. For example, a teacher may set up a social networking page for class that has information related to class work, homework, and tests. As a parent, you are welcome to join or become a member of such a page.

An employee described above may also contact a student individually through electronic media to communicate about items such as homework or upcoming tests.

If you prefer that your child not receive any one-to-one electronic communications from a district employee or if you have questions related to the use of electronic media by district employees, please contact the campus principal.

### ***Requesting Notices of Certain Student Misconduct***

The parent(s) of a student involved in misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion may request a copy of any written notice regarding that misconduct for the remainder of the school year. [See policy FO (LEGAL) and the Student Code of Conduct.]

### ***Prohibiting the Use of Corporal Punishment***

Corporal punishment—spanking or paddling the student—may not be used as a discipline management technique in accordance with the Student Code of Conduct and policy FO (LOCAL) in the district’s policy manual.

### ***School Safety Transfers***

As a parent, you may:

- Request the transfer of your child to another classroom or campus if your child has been determined by the district to have been a victim of bullying as the term is defined by State Law. Transportation is not provided for a transfer to another campus.
- Consult with district administrators if your child has been determined by the district to have engaged in bullying and the district decides to transfer your child to another campus. Transportation is not provided in this circumstance.  
[See **Bullying**, policy FDB, and policy FFI.]
- Request the transfer of your child to attend a safe public school in the district if your child attends school at a campus identified by TEA as persistently dangerous or if your child has been a victim of a violent criminal offense while at school or on school grounds. [See policy FDE (LOCAL).]
- Request the transfer of your child to another campus or a neighboring district if your child has been the victim of a sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on deferred adjudication for that assault. [See policy FDE.]
- Contact the campus principal, or Executive Directors of School Leadership Dr. Brian Merrell or Crystal Goodman, or Linda Montoya (979) 209-1075 for information.

### ***Requesting Classroom Assignment for Multiple Birth Siblings***

As a parent, if your children are multiple birth siblings (e.g., twins, triplets, etc.) assigned to the same grade and campus, you may request that they be placed either in the same classroom or in separate classrooms. Your written request must be submitted no later than the 14th day after the enrollment of your children. [See policy FDB (LEGAL).]

### ***Parents of Students with Disabilities with Other School-Aged Children in the Home***

If a student is receiving special education services at a campus outside the attendance zone, the parent or guardian may request that any other student residing in the household be transferred to

the same campus, if the appropriate grade level for the transferring student is offered on that campus. [See policy FDB (LOCAL).]

### ***Request for the Use of a Service Animal***

A parent of a student who uses a service animal because of the student's disability must submit a request in writing to the principal at least ten district business days before bringing the service animal on campus.

### ***Aiding Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services***

For those students who are having difficulty in the regular classroom, all school districts must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts and schools to meet the needs of all struggling students.

If a child is experiencing learning difficulties, the parent(s) may contact the individual(s) listed below to learn about the school's overall general education referral or screening system for support services. This system links students to a variety of support options, including making a referral for a special education or for a Section 504 evaluation to determine if the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

### **Special Education Referrals:**

If a parent makes a written request for an initial evaluation for special education services to the director of special education services or an administrative employee of the school district the district must respond no later than 15 school days after receiving the request. At that time, the district must give the parent a prior written notice of whether it agrees to or refuses to evaluate the student, along with a copy of the *Notice of Procedural Safeguards*. If the school district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

**Note:** A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating children who are suspected of being a child with a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent to evaluate the student. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45-school-day timeline. If a district receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by

June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30th due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the district in a companion document titled *Parent's Guide to the Admission, Review, and Dismissal Process*.

### **Contact Person for Special Education Referrals:**

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is:

Contact Person: Dr. Catherine George, Director of Special Education

Phone Number: 979-209-2780

### **Section 504 Referrals:**

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes notice, an opportunity for a parent or guardian to examine relevant records, an impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and a review procedure.

### **Contact Person for Section 504 Referrals:**

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is:

Contact Person: Donna Willett, Director of Counseling Services

Phone Number: 979-209-1054

### **Additional Information:**

The following websites provide information and resources for students with disabilities and their families.

- [Legal Framework for the Child-Centered Special Education Process](#)
- [Partners Resource Network](#)
- [Special Education Information Center](#)
- [Texas Project First](#)

## *Notice to Families*

The parent Notice can be accessed in English and Spanish using the following link:

[A letter from TEA in February 2020 available on the TEA website.](#)

### *Parents of Students Who Speak a Primary Language Other than English*

A student may be eligible to receive specialized support if the primary language is not English, and the student has difficulty performing ordinary classwork in English. If the student qualifies for these extra services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including instructional accommodations or designated supports for local assessments, and state-mandated assessments.

The designated person to contact regarding options for a child with limited English is Dr. Georgeanna Adams-Molina, Director of Bilingual Education, at (979) 209-1024.

### *Accommodations for Children of Military Families*

Children of military families will be provided flexibility regarding certain district requirements, including:

- Immunization requirements.
- Grade level, course, or educational program placement.
- Eligibility requirements for participation in extracurricular activities.
- Graduation requirements.

Additional information may be found at <http://www.tea.state.tx.us/index2.aspx?id=7995>.

### *Student Records*

Both federal and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy. Before disclosing any personally identifiable information from a student's records, the district must verify the identity of the person, including a parent or the student, requesting the information. For purposes of student records, an "eligible" student is one who is 18 or older OR who is attending an institution of postsecondary education.

Virtually all information pertaining to student performance, including grades, test results, and disciplinary records, is considered confidential educational records. Release is restricted to:

- **The parents—whether married, separated, or divorced—unless the school is given a copy of a court order terminating parental rights or the right to access a student's education records.**

Federal law requires that, as soon as a student becomes 18, is emancipated by a court, or enrolls in a postsecondary institution, control of the records goes to the student. The parents may continue to have access to the records, however, if the student is a dependent for tax purposes and under limited circumstances when there is a threat to the health and safety of the student or other individuals.

- District school officials who have what federal law refers to as a “legitimate educational interest” in a student’s records. School officials would include trustees and employees, such as the superintendent, administrators, and principals; teachers, counselors, diagnosticians, and support staff; a person or company with whom the district has contracted or allowed to provide a particular service or function (such as an attorney, consultant, auditor, medical consultant, therapist, or volunteer); a parent or student serving on a school committee; or a parent or student assisting a school official in the performance of related duties. “Legitimate educational interest” in a student’s records includes working with the student; considering disciplinary or academic actions, the student’s case, or an individualized education program for a student with disabilities; compiling statistical data; reviewing an educational record to fulfill the official’s professional responsibility; or investigating or evaluating programs.
- Various governmental agencies, including juvenile service providers and Child Protective Services (CPS) caseworkers or other child welfare representatives, in certain cases.
- Individuals granted access in response to a subpoena or court order.
- A school or institution of postsecondary education to which a student seeks or intends to enroll or in which he or she is already enrolled.

Release to any other person or agency—such as a prospective employer or for a scholarship application—will occur only with parental or student permission as appropriate.

The principal is custodian of all records for currently enrolled students at the assigned school. The superintendent is the custodian of all records for students who have withdrawn or graduated.

Records may be inspected by a parent or eligible student during regular school hours. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

A parent or eligible student who provides a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review these records.

A parent (or eligible student) may inspect the student’s records and request a correction if the records are considered inaccurate, misleading, or otherwise in violation of the student’s privacy rights. A request to correct a student’s record should be submitted to the campus principal. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information in the record is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If the records are not amended as a result of the hearing, the parent or eligible student has 30 school days to exercise the right to place a statement commenting on the information in the student’s record. Although improperly recorded grades may be challenged, contesting a student’s grade in a course is handled through the general complaint process found in policy FNG (LOCAL). A grade issued by a classroom teacher can be changed only if, as determined by the board of trustees, the grade is arbitrary, erroneous, or inconsistent with the district’s grading policy. [See FINALITY OF GRADES at FNG (LEGAL), **Report Cards/Progress Reports and Conferences**, and **Student or Parent Complaints and Concerns** for an overview of the process.]

The district's policy regarding student records found at FL (LEGAL) and (LOCAL) is available from the principal's office, the BISD Administration Building or at [www.bryanisd.org](http://www.bryanisd.org).

The parent's or eligible student's right of access to and copies of student records do not extend to all records. Materials that are not considered educational records—such as a teacher's personal notes about a student that are shared only with a substitute teacher—do not have to be made available to the parents or student.

**Please note:**

Parents or eligible students have the right to file a complaint with the U.S. Department of Education if they believe the district is not in compliance with federal law regarding student records. The complaint may be mailed to:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5901

***Directory Information***

The law permits the district to designate certain personal information about students as “directory information.” This “directory information” will be released to anyone who follows procedures for requesting it.

However, release of a student's directory information may be prevented by the parent or an eligible student. This objection must be made in writing to the principal within ten school days of your child's first day of instruction for this school year. [See the “Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information” included in the student forms packet (online or printed).

***Directory Information for School-Sponsored Purposes***

The District has designated the following categories of information as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

Unless you object to the use of your child's information for these limited purposes, the school will not need to ask your permission each time the district wishes to use this information for the school-sponsored purposes listed above.

The district requests that families living in a shelter for survivors of family violence or trafficking notify district personnel that the student currently resides in such a shelter. Families may want to opt out of the release of directory information so that the district does not release any information that might reveal the location of such a shelter.

***Release of Student Information to Military Recruiters and Institutions of Higher Education***

The district is required by federal law to comply with a request by a military recruiter or an institution of higher education for students' names, addresses, and telephone listings, unless parents have advised the district not to release their child's information without prior written

consent. A form can be requested at the campus for you to complete if you do not want the district to provide this information to military recruiters or institutions of higher education.

### ***Participation in Federally Required, State-Mandated, and District Assessments***

You may request information regarding any state or district policy related to your child's participation in assessments required by federal law, state law, or the district.

## **SECTION II: OTHER IMPORTANT INFORMATION FOR STUDENTS AND PARENTS**

Topics in this section of the handbook contain important information on academics, school activities, and school operations and requirements. Take a moment with your child to become familiar with the various issues addressed in this section. It is organized in alphabetical order to serve as a quick-reference when you or your child has a question about a specific school-related issue. Should you be unable to find the information on a particular topic, please contact the campus principal.

### **ABSENCES/ATTENDANCE**

Regular school attendance is essential for a student to make the most of educational opportunities—to benefit from teacher-led and school activities, to build each day's learning on the previous day's, and to grow as an individual. Absences from class may result in serious disruption of a student's mastery of the instructional materials; therefore, the student and parent should make every effort to avoid unnecessary absences. Two state laws—one dealing with compulsory attendance, the other with attendance for course credit—are of special interest to students and parents. They are discussed below.

#### ***Compulsory Attendance***

State law requires that a student between the ages of 6 and 19 attend school, as well as any applicable accelerated instruction program, extended year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

A student who voluntarily attends or enrolls after the 19th birthday is required to attend each school day until the end of the school year. If a student 19 or older has more than five unexcused absences in a semester the district may revoke the student's enrollment. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA.]

Students enrolled in prekindergarten or kindergarten, are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

State law requires attendance in an accelerated reading instruction program when kindergarten, first grade, or second grade students are assigned to such a program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program as a result of a diagnostic reading instrument.

A student may be required to attend any assigned accelerated instruction program, which may occur before or after school or during the summer, if the student does not meet the passing standards on the state assessment for the grade level and applicable subject area.

### ***Exemptions to Compulsory Attendance***

State law allows exemptions to the compulsory attendance requirements for several types of absences if the student makes up all work. These include the following activities and events:

- Religious holy days;
- Required court appearances;
- Activities related to the student obtaining United States citizenship;
- Taking part in the student’s own US naturalization oath ceremony, including traveling for that purpose;
- Service as an Early Voting Clerk;
- Is in grade six through 12 and misses school for the purpose of playing “Taps” at a military honors funeral held in Texas for a deceased veteran;
- Participating in an activity approved by the local school board and is under the director of a professional staff member, an adjunct staff member, or a paraprofessional staff member of the district.
- Documented health-care appointments, including absences for recognized services for students diagnosed with autism spectrum disorders and other students served under SPED and 504. A note from the health-care provider must be submitted upon the student’s return to campus; and
- Absent as the result of a serious or life-threatening illness or related treatment that makes the student’s attendance infeasible;
- For students in the conservatorship (custody) of the state, an activity required under a court-ordered service plan; or any other court-ordered activity, provided it is not practicable to schedule the student’s participation in the activity outside of school hours.
- As listed in Section I at **Children of Military Families**, absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments. Please see page 13 for that section.
- Is 17 years of age or older and pursuing enlistment in a branch of the US uniformed services or Texas Army National Guard;
- Misses school for the purpose of visiting a driver’s license office to obtain a driver’s license or learner permit;
- College visit / Career Investigation Day for junior and senior students.

Junior and senior students are allowed 2 absences for college visit / career investigation day per year. Appropriate procedures must be followed. A student must submit to the appropriate assistant principal 7 days prior to the visit a form requesting a college visit / career

investigation day. In order for the student to be approved to go on a college visit / career investigation day, the student must meet the following criteria.

- The student may not have any truancy charges for the current school year.
- The student must be classified as a junior or senior based on credits.
- The student has not already taken 2 college visits or career investigation days during the current school year.
- The college visit / career investigation day may not be taken during the time of required state assessments.

The student must provide proof of the college visit / career investigation day to the assistant principal within 2 school days following the college visit / career investigation day. Acceptable documentation of the college visit / career investigation day shall be verification of the visit on college or workplace letterhead. Failure to provide this signed form and proof of the college visit / career investigation day will result in the absence being marked as unexcused. It is the student's responsibility to make up assignments.

### ***Failure to Comply with Compulsory Attendance***

School employees must investigate and report violations of the state compulsory attendance law. A student's absence without permission from school; from any class; from required special programs, such as additional special instruction, termed "accelerated instruction" by the state; or from required tutorials will be considered in violation of the compulsory attendance law and subject to disciplinary action.

### ***Age 19 and Older***

After a student age 19 or older incurs a third unexcused absence, the district will send the student a letter as required by law explaining that the district may revoke the student's enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student's enrollment, the district may implement a behavior improvement plan, designed to support the student to be in school.

### ***Between Ages 6 and 19 (Pre-K upon enrollment in school)***

When a student between ages 6 and 19 incurs unexcused absences for three or more days or parts of days within a four-week period, the school will send a notice to the student's parent, as required by law, to remind the parent that it is the parent's duty to monitor student attendance and to require the student to come to school. The notice will also inform the parent that the district will initiate truancy prevention measures and request a conference between school administrators and the parent. These measures will include a behavior improvement plan, school-based community service, or referrals to either in-school or out-of-school counseling or other social services. Any other measures considered appropriate by the district will also be initiated.

Contact the School Leadership Department, (979) 209-1075. If you have questions about your student and the effect of absences from school, please contact the facilitator or any other campus administrator.

A court of law may also impose penalties against a student's parent if a school-aged student is deliberately not attending school. A complaint against the parent may be filed in court if the student is absent without excuse from school on ten or more days or parts of days within a six-month period in the same school year.

If a student age, 12–18 incurs unexcused absences on ten or more days or parts of days within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policy FEA (LEGAL).]

### *Attendance for Credit*

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal. If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered. District personnel, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee. Petitions for credit or a final grade may be filed at any time the student receives notice but in any event, no later than five working days after the last day of class.

If a student is involved in a civil or juvenile court proceeding, the approval of the judge presiding over the case will also be required before the student receives credit for the class.

If a student attends less than 75 percent of the days a class is offered or has not completed the plan approved by the principal, then the student will be referred to the attendance review committee to determine whether there are extenuating circumstances for the absences and how the student can regain credit, if appropriate. [See policy FEC.]

In determining whether there were extenuating circumstances for the absences, the attendance committee will use the following guidelines:

- All absences will be considered in determining whether a student has attended the required percentage of days. If makeup work is completed, absences for the reasons listed above at **Exemptions to Compulsory Attendance** will be considered days of attendance for this purpose.
- A transfer or migrant student begins to accumulate absences only after he or she has enrolled in the district.
- In reaching a decision about a student's absences, the committee will attempt to ensure that it is in the best interest of the student.
- The committee will review absences incurred based on the student's participation in board-approved extracurricular activities. These absences will be considered by the attendance committee as extenuating circumstances in accordance with the absences allowed under FM (LOCAL) if the student made up the work missed in each class.

- The committee will consider the acceptability and authenticity of documented reasons for the student’s absences.
- The committee will consider whether the absences were for reasons over which the student or the student’s parent could exercise any control.
- The committee will consider the extent to which the student has completed all assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
- The student or parent will be given an opportunity to present any information to the committee about the absences and to talk about ways to earn or regain credit.

The student or parent may appeal the committee’s decision to the Executive Director of School Leadership. The decision of the executive director may be appealed to the board of trustees by filing a written request with the superintendent’s designee in accordance with policy FNG (LOCAL), beginning at Level Three.

The actual number of days a student must be in attendance, in order to receive credit will depend on whether the class is for a full semester or for a full year.

### ***Official Attendance-Taking Time***

The district must submit the attendance of its students to Texas Education Agency (TEA) reflecting attendance at a specific time each day.

### ***Parent’s Note after an Absence***

When a student must be absent from school, the student—upon returning to school—must bring a note signed by the parent that describes the reason for the absence within 5 school days. A note submitted after 5 days is subject to principal approval. A note signed by the student, even with the parent’s permission, will not be accepted unless the student is 18 or older

Please note that, unless the absence is for a statutorily allowed reason under compulsory attendance laws, the district is not required to excuse any absence.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the student’s absence from school in order to determine whether the absence or absences will be excused or unexcused.

### ***Doctor’s Note after an Absence for Illness***

Upon return to school, a student absent for more than 5 consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the student’s extended absence from school.

[See policy FEC (LOCAL).]

### ***Driver License Attendance Verification***

For a student between the ages of 16 and 18 to obtain a driver license, written parental permission must be provided for the Texas Department of Public Safety (DPS) to access the student’s attendance records and, in certain circumstances, for a school administrator to provide the student’s attendance information to DPS. A Verification of Enrollment (VOE) form may be

obtained from the office, which the student will need to submit to DPS upon application for a driver license and for renewal. For students who have a summer birthday, it is recommended to acquire the VOE form prior to leaving school for the summer.

## **ACADEMIC PROGRAMS**

### ***Advanced Placement Program (AP)***

Bryan ISD is proud to offer the Advanced Placement Program. The College Board's Advanced Placement Program (AP) enables willing and academically prepared students to pursue college-level studies — with the opportunity to earn college credit, advanced placement or both — while still in high school. AP courses include courses in English, Spanish, French, German, calculus, biology, chemistry, world history, US history, art, computer science, government, economics, statistics, and physics. Offerings will vary between campuses. For more information about the Advanced Placement Program in general, please visit the official website at <http://www.collegeboard.org/ap/> or contact an academic counselor.

### ***Advanced Placement Capstone Diploma Program***

AP Capstone™ is a diploma program based on two yearlong AP courses: AP Seminar and AP Research. These courses are designed to complement other AP courses that the AP Capstone student may take. Instead of teaching specific subject knowledge, AP Seminar and AP Research use an interdisciplinary approach to develop the critical thinking, research, collaboration, time management, and presentation skills students need for college-level work. The College Board developed the AP Capstone Diploma program at the request of higher education professionals, who saw a need for a systematic way for high school students to begin mastering these skills before college. AP Capstone began at Rudder High School during the 2020-2021 school year.

### ***Bryan Collegiate High School***

Bryan Collegiate High School is an early college high school partnered with Blinn College and Texas A&M University. Our mission is to provide the opportunity to earn up to 60 hours of college credit free to students who are identified as 'At-Risk', low socio-economic status, first generation college students, and students from demographic groups that are historically underrepresented in higher education.

### ***Dual Credit Enrollment***

Students at Bryan High School and Rudder High School may obtain college credit and high school credit simultaneously under an agreement between Blinn College and Bryan ISD. Blinn faculty teaches the courses on a Bryan ISD high school campus and a student may also attend at the Blinn Campus in Bryan. In order to enroll in a dual credit course, students must pass the Texas Success Initiative Assessment (unless exempted) and pay the required tuition to Blinn College before the course begins. For additional information contact an academic counselor at any of the high schools.

### ***Dual Language Programs***

Dual language is an educational approach in which students learn two languages in an instructional setting that integrates subject content presented in English and another language. The primary goals of a dual language immersion program are:

- the development of fluency and literacy in English and another language for all students, with special attention given to English language learners participating in the program;
- the promotion of bilingualism, bi-literacy, cross-culture awareness, and high academic achievement.

Bryan ISD offers two-way dual language enrichment programs at Crockett Elementary, Henderson Elementary, and Johnson Elementary. After elementary, students have the option to continue the program at Jane Long Intermediate school. In middle school, students will have the option to enroll in advanced Spanish classes for high school credit.

### ***Transitional Early Exit Bilingual Program Model***

An early exit model is one in which Emergent Bilinguals (EB) receive bilingual instruction for one to three years. In the model, EBs build initial literacy in basic academic content in their first language. During instruction, teachers use the English Language Proficiency Standards (ELPS) to develop English oral and academic language. Transition to instruction in English is accomplished rapidly, usually by the end of second grade. Exit from the program occurs between two and five years after enrollment. The transitional early exit bilingual program is located at the following elementary campuses: Bonham, Branch, Crockett, Fannin, Henderson, Jones, Kemp-Carver, Navarro, and Neal. At the Intermediate level, the transitional early exit bilingual program is located at Jane Long and Rayburn Intermediate Schools.

### ***Gifted and Talented Identification and Criteria***

Bryan ISD strives to identify and assess a wide range of students across all cultural and economic backgrounds. It is the desire of Bryan ISD that the gifted population more closely mirror the district population as state guidelines suggest. In an attempt to do this, Bryan ISD has implemented a broad screening process that occurs at all grade levels. This screening process includes several stages and tools that allow the campuses to gather information about their students.

During the first semester, student data is gathered at the district level to begin identifying those who are showing potential for giftedness and should be further assessed for gifted services. Students may also be nominated by parents, teachers, counselors, administrators, or anyone who is familiar with student's abilities or potential performance.

### ***Explore Academy***

Explore Academy is an academy for 1<sup>st</sup> – 4<sup>th</sup> grade, students are served in self-contained classrooms. Students are invited to apply in the spring of Kindergarten. Explore is committed to serve the unique needs of highly gifted students by providing a culture where learners engage in rigorous and meaningful learning experiences that empower them to take risks, pursue passions and make a positive impact on the world.

### ***Inquire Academy***

Inquire academy is the gifted program for 5<sup>th</sup>-8<sup>th</sup> graders in Bryan ISD. Inquire Academy is open to all Bryan ISD 5<sup>th</sup>-8<sup>th</sup> grade students who are identified as gifted and is housed at Jane Long Intermediate School (Inquire 5-6) and Davila Middle School (Inquire 7-8). Students have opportunities to work with other gifted students and study in areas of their interest. Inquire 7-8 offers students the chance to earn high school credits while in middle school. Students may earn

credits in foreign language, fine arts, math, PE, and science.

### ***International Baccalaureate***

Bryan High School is part of a prestigious group of campuses designated as International Baccalaureate Diploma Program schools. The IB Diploma Program is a demanding two-year curriculum leading to final examinations and a qualification that is welcomed by leading universities around the world. With successful completion of the IB exams, a student can earn up to 24 college credit hours while simultaneously earning a high school diploma. IB Diplomas are recognized at universities around the world. Students enrolled in IB courses, whether pursuing the full diploma or course certificates, are required to take IB exams each spring.

### ***New Arrival Center (NAC)***

Newcomer programs are a fundamental and effective educational tool used by Texas schools in furthering the integration of immigrant students into content classroom environments. BISD offers a New Arrival Center (NAC) at Jones Elementary School, Jane Long Intermediate School, Davila Middle School, and Bryan High School, to provide additional academic support to the students, while acquiring English as a second language.

The NAC is an intense English language acquisition program that schedules students into three block periods. The students learn grammar, spelling, reading, speaking and writing while they are taught English Language Arts. Throughout the entire year, students continue to increase English language acquisition by attending content classes. The program is offered to students that have arrived from another country that have been in the United States for less than one year and need English language acquisition.

### ***Odyssey Academy***

Odyssey is a STEM (Science, Technology, Engineering, and Math) Academy housed at Sam Rayburn Intermediate School (Odyssey 5-6) and Stephen SFA Middle School (Odyssey 7-8) that provides students with an interdisciplinary, technology-rich environment. Odyssey allows students to follow the “Mission to Mars” theme on a journey to colonize Mars throughout their four years in the program. Odyssey 7-8 offers students the chance to earn high school credits while in middle school. Students may earn credits in foreign language, fine arts, math, PE, and science.

### ***Off Campus Physical Education***

A school district may award up to two credits for physical education for approved appropriate private or commercially sponsored physical activity programs conducted on or off campus. Students must obtain prior approval and get approval for each semester. Application forms may be obtained from the counselor’s office or online at [bryanisd.org](http://bryanisd.org) and must be approved by the student’s counselor, principal and the Bryan ISD Director of Health and Physical Education.

Such approval may be granted under the following conditions:

- Approved Olympic-level participation and/or competition include a minimum of 15 hours per week of highly intense, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by BISD to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.

- Private or commercially sponsored physical activities include those certified by BISD to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week is required. Students certified to participate at this level may not be dismissed from any part of the regular school day.
- Timely submission of grade and attendance records to the campus registrar by the program instructor.
- Adherence to the requirements of the District off Campus Physical Education Program guidelines.
- Applications for programs in which BISD fields a UIL team are subject to denial.
- Middle School students may not be dismissed from any part of the school day.

High School Students will receive a numerical grade at the end of each six weeks from the OCPF Site which must be submitted to the student’s campus registrar. Grades from the OCPF Site will be used only to determine pass/fail. Numerical grades will not appear on the student’s report card. Upon the conclusion of each semester a mark of Pass or Fail will be awarded. If passing, the student will be granted ½ credit per semester. Grades awarded by the OCPF site do not affect the student’s GPA or class rank. Grades will not show up on Middle School report cards.

## **AFTER SCHOOL CARE**

After-school care is offered for students in grades PK-6<sup>th</sup> grade through AlphaBEST Education. AlphaBEST Education is offered from the time school is dismissed until 6 p.m. each day. A variety of activities are offered, such as homework time, fitness, science and technology, drama, foreign languages, and outdoor play. A daily snack is provided. The cost of the program is as follows:

### **2023 – 2024 Fee Schedule**

Registration -	\$45.00 per family
Sibling -	10%*
Free and Reduced Lunch -	15%*
Bryan ISD Employee -	25%*
Late payment fee -	\$15.00 per occurrence
Late pick up fee for 1 – 15 minutes	\$15.00
Late pick up fee for 16 – 30 minutes	\$30.00
Late pick up fee for 31 or more minutes -	\$1.00 each additional minute per family
Returned Check Fee -	\$25.00
Credit Card Processing Fee -	1% per transaction
NSF fees	Maximum allowable by law

\*Only applicable to five-day care. Families may elect only one discount option. Discounts do not apply to punch pass.

**2023 – 2024 Fee Schedule**

<u>Enrollment Type</u>	<u>Fee</u>	<u>Frequency</u>
5 days per week -	\$50.00	per week
3 days per week -	\$45.00	per week

**2023 – 2024 Attendance Fee Options for Enrolled Students**

<u>Attendance Type</u>	<u>Fee</u>	<u>Frequency</u>
Full-Day Care	\$35.00	per day (7:00 a.m. – 6:30 p.m.)
Full-Week Care	\$135.00	per week

**2023 – 2024 Alternative Fee Options for Non-Enrolled Students**

<u>Enrollment Type</u>	<u>Fee</u>	<u>Frequency</u>
Ten-Visit Punch Pass***	\$130.00	per pass

\*\*Limit of two (2) per student per semester for a total of four (4) per student per school year.

Enroll by 08/30/2023	\$45.00 per student
Enroll after 08/30/2023	\$60.00 per student
Weekly deposit	\$25.00 per student

**Summers August 1, 2023 and also Summer through July 31, 2024 Fee Schedule**

<u>Enrollment Type</u>	<u>Fee</u>	<u>Frequency</u>
5 days per week	\$140.00	per week
3 days per week	\$130.00	per week

Fees are payable online or via bank/credit card draft or money order. Further information about the program is available at (979) 209-7086 or (979) 209-7085 and at [www.alphabest.org](http://www.alphabest.org). Please visit the website to register online. The AlphaBEST Education office is located at 1920 N. Earl Rudder Freeway.

**AWARDS AND HONORS**

Each campus has celebrations and recognitions that are unique to the campus. Please visit the campus administrator for detailed information.

## **BAD WEATHER**

If school must be closed early or opened late, announcements will be made as soon as possible on area radio and television stations. Make-up days are mandatory school days. Guidelines for absences apply to make-up days. If the start of the school day is delayed, bus schedules may also be delayed.

## **BIRTHDAY TREATS/CLASSROOM CELEBRATIONS**

Birthdays are very important to children. Foods otherwise restricted by the district's wellness policy are permitted as birthday treats as long as the treats are provided after the students have eaten their lunch. Teachers must be notified in advance if parents are planning to bring a treat for the class.

Parents, guardians, and students are encouraged to be mindful of food allergies (e.g. peanut, tree-nut, soy, gluten, etc.) when providing snacks for birthday treats and classroom celebrations. Always check with your child's classroom teacher to confirm the presence of any food allergies in your child's classroom. It is required that classroom party foods and beverages be commercially purchased rather than homemade. Commercial products are manufactured in facilities that must maintain rigorous health department standards in order to insure safe and sanitary manufacturing practices. Food and nutrition labels on commercial products allow students with restrictive diets (calorie controlled, food allergies, etc.) to be informed about the foods they are consuming.

[Also see **Food Allergies**]

## **BULLYING**

Bullying as defined by State Law, occurs when a student or group of students engages in written or verbal expression, expression through electronic methods, or physical conduct against another student on school property, at a school-sponsored or -related activity, or in a district or private operated vehicle, and the behavior:

- Results in harm to the student or the student's property,
- Places a student in reasonable fear of physical harm or of damage to the student's property, or
- Is so severe, persistent, and pervasive that it creates an intimidating, threatening, or abusive educational environment.
- A single significant act and/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 expressions, expression through electronic means, or physical conduct.
- Has the effect or will have the effect of physically harming a student, causing a student to experience substantial negative mental health effects, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or a damage to the student's property.
- Sufficiently severe, persistent and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school or infringes on the rights of the victim at school including cyberbullying.

This conduct is considered bullying if it exploits an imbalance of power between the student perpetrator(s) and the student victim and if it interferes with a student's education or substantially disrupts the operation of the school.

Bullying is prohibited by the district and could include hazing, threats, taunting, teasing, confinement, assault, demands money, destruction of property, theft of valued possessions, name-calling, rumor-spreading, or ostracism.

In some cases, bullying can occur through electronic communication, called "cyberbullying." This applies to 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. Bullying can occur on a publicly or privately owned transportation being used to transport students to or from school or a school-sponsored or school-related activity.

If a student believes that he or she has experienced bullying or has witnessed bullying of another student, it is important for the student or parent to notify a teacher, counselor, principal, or another district employee as soon as possible to obtain assistance and intervention or by submitting a report through the "**B-Safe**" link which can be accessed online at the [bryanisd.org](http://bryanisd.org) website. The campus administration will investigate any allegations of bullying or other related misconduct.

If the results of an investigation indicate that bullying has occurred, the administration will take appropriate disciplinary action. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying. The district will also contact the parents of the victim and of the student who was found to have engaged in the bullying. Available counseling options will be provided to these individuals, as well as to any students who have been identified as witnesses to the bullying.

Any retaliation against a student who reports an incident of bullying is prohibited.

The principal may, in response to an identified case of bullying, decide to transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the student may also be transferred to another campus in the district. The parent of a student who has been determined by the district to be a victim of bullying may request a victim transfer to another classroom or campus within the district. [Also see **School Safety Transfers**.]

A copy of the district's policy is available in the principal's office, superintendent's office, and on the district's Website.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG (LOCAL).

[Also see **Dating Violence, Discrimination, Harassment, and Retaliation, School Safety Transfers, Hazing**, policy FFI, and the district improvement plan, a copy of which can be viewed in the campus office.]

## **CAREER AND TECHNICAL EDUCATION (CTE) PROGRAMS**

The district offers Career and Technical Education programs in Agriculture, Food, and Natural Resources; Architecture and Construction; Arts, Audio Visual Technology and Communications;

Business Management and Administration; Education and Training; Finance; Health Science; Hospitality and Tourism; Human Services; Information Technology; Cosmetology; Barbering; Touch System Data; Project Lead the Way; Law, Public Safety, Corrections, and Security; Manufacturing; Marketing; Science, Technology, Engineering, and Mathematics; and Transportation, Distribution, and Logistics

Admission to these programs is based on student interest, age, and grade requirements specified by the Texas Education Agency. CTE courses are offered based on student interest, teacher availability, and available lab space. Classes with insufficient enrollment may not be offered. If the number of students eligible to enroll in a course, exceeds the limit, a rubric system will be used to determine who will be enrolled. Some courses have lab fees, dress requirements, and safety policy requirements. Check with the campus counselor for more information on specific course requirements.

Bryan ISD policy prohibits discrimination on the basis of race, color, national origin, gender identity, sexual orientation, home language, or disability in its career and technology programs, service, activities, and employment as required by Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended.

Bryan ISD will take steps to ensure that lack of English language skills will not be a barrier to admission to and participation in all educational and career and technology programs.

[See **Nondiscrimination Statement** for the name and contact information of the Title IX coordinator and ADA/Section 504 coordinator, who will address certain allegations of discrimination.]

## **CHEATING**

Cheating shall be defined as giving or receiving information or help on a test; possession of any unauthorized material during a test; copying another student's assignment or knowingly allowing another unauthorized student to copy from his/her assignment; working with others on a project that is meant to be done individually; unauthorized possession of test or quiz questions and/or answer sheets; completing an assignment, test or quiz on behalf of another student; submitting duplicate work; having someone else complete an assignment, test, or quiz on behalf of the student, or accessing a teacher edition. Plagiarism, the use of another's ideas or products as one's own, shall also be defined as cheating. **Treating AI-generated content as your own is considered a form of plagiarism.** Plagiarism is any failure to give credit for information found and used. It may involve word-for-word copying, paraphrasing, **the use of artificial intelligence,** or simply using information. The penalty for cheating will be a zero for the work involved and the student will be subject to other appropriate disciplinary action as prescribed by the Bryan ISD Student Code of Conduct and Board policy.

## **CHILD SEXUAL ABUSE, SEX TRAFFICKING, AND OTHER MALTREATMENT OF CHILDREN**

As a parent, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to

make a reasonable effort to prevent sexual conduct with a child. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

Possible physical warning signs of sexual abuse could be difficulty sitting or walking, pain in the genital areas, and claims of stomachaches and headaches. Behavioral indicators may include verbal references or pretend games of sexual activity between adults and children, fear of being alone with adults of a particular gender, or sexually suggestive behavior. Emotional warning signs to be aware of include withdrawal, depression, sleeping and eating disorders, and problems in school.

Be aware that children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs.

[See **Dating Violence, Discrimination, Harassment, and Retaliation**]

### **Warning Signs of Sex Trafficking (All Grade Levels)**

Sex trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches, although traffickers frequently make contact with victims online.

Possible warning signs of sexual trafficking in children include:

- Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude;
- Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology);
- Tattoos or branding;
- Refillable gift cards;
- Frequent runaway episodes;
- Multiple phones or social media accounts;
- Provocative pictures posted online or stored on the phone;
- Unexplained injuries;
- Isolation from family, friends, and community; and
- Older boyfriends or girlfriends.

Anyone who suspects that a child has been or may be abused, sex trafficked, or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has experienced sexual abuse, trafficking, or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Be aware as a parent or other trusted adult that disclosures of sexual abuse and sex trafficking may be more indirect than disclosures of physical abuse and neglect, and it is important to be calm and comforting if your child, or another child, confides in you. Reassure the child that he or she did the right thing by telling you.

Parents, if your child is a victim of sexual abuse, sex trafficking, or other maltreatment, the school counselor or principal will provide information regarding counseling options for you and your

child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early intervention counseling programs. [To find out what services may be available in your county, see Texas Department of Family and Protective Services, Programs Available in Your County.]

Reports of abuse, trafficking, or neglect may be made to:

The CPS division of the DFPS (1-800-252-5400 or on the web at Texas Abuse Hotline Website).

Further Resources on Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children (All Grade Levels)

The following websites might help you become more aware of child abuse and neglect, sexual abuse, sex trafficking, and other maltreatment of children:

- Child Welfare Information Gateway Factsheet
- Kids Health, For Parents, Child Abuse
- Texas Association Against Sexual Assault, Resources
- Office of the Texas Governor's Child Sex Trafficking Team
- Human Trafficking of School-aged Children

## **CLASSROOM INTERRUPTIONS**

The school day should not be interrupted needlessly. Therefore, we ask students and parents to observe the following guidelines:

- If a student must leave school during school hours, a note from a parent or guardian must be sent to the attendance office. The note should state the time the student will be picked up. Approval from the attendance office is necessary before a teacher may allow a student to leave. Anyone who picks a student up during the day may be asked for identification. The student must come to the attendance office to meet the adult who will dismiss them from school.
- Anyone who wishes to contact a student must go to the front office. Only emergency telephone messages will be delivered.
- If parents bring lunches, money, or supplies to school, they must leave them in the front office.
- Plans for after school should be made ahead of time. If parents change after-school arrangements, they should send a written notice by note, email, or fax one hour prior to the end of the school day. Without written notice, the student will follow their designated schedule and release routine.
- Floral arrangements, singing telegrams, balloons, etc. will not be delivered to the classroom during the school day.
- Party invitations will not be distributed at school.
- If parents wish to speak with a teacher during the day, they should call the school front office. The teacher will return the call as soon as possible.

## **CLASS RANK / HIGHEST RANKING STUDENT**

Students beginning high school for the first time in fall of 2013 will receive both an un-weighted and weighted grade point average and the student's rank in class will be determined by the weighted GPA.

1. Un-weighted GPA will include all courses that receive state credit, excluding correspondence courses, credit-by-examination, off campus physical education substitutions, and P.E. substitutions. All courses will have the same weight and be calculated on a 100-point scale.
2. Weighted GPA will include all core courses (English, Math, Science, and Social Studies), languages other than English and any other AP or IB course. The weighted GPA will be calculated on a weighted 4.0 scale. Pre-AP and Honors courses will receive one extra point and AP, IB and approved college level courses receive two extra points. Extra points are used only for calculation purposes and are not reflected in the posted grades on a student's transcript.
3. Rank in Class is based on the student's weighted GPA. Rank in class will be used in determining honor graduates and to designate the highest ranking student for graduation. This rank will take place at the conclusion of the fall semester of the student's senior year.

The valedictorian will be named following the final calculation, which will take place when all grades are complete and will be formally announced in mid-June.

[For further information, see policy EIC.]

## **CLASS SCHEDULES**

All students are expected to attend school for the entire school day and maintain a class/course schedule to fulfill each period of the day. Exceptions may be made occasionally by the campus principal for students in grades 9–12 who meet specific criteria and receive parental consent to enroll in less than a full-day's schedule.

## **COLLEGE AND UNIVERSITY ADMISSIONS**

For two school years following graduation, a district student who graduates as valedictorian in the top ten percent and, in some cases, the top 25 percent, of the graduating class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Distinguished level of Achievement under the Foundation Graduation Plan.
- Satisfies the ACT College Readiness Benchmarks as determined by University of interest.

In addition, the student must submit a completed application for admission in accordance with the deadline established by the college or university.

The University of Texas at Austin may limit the number of students automatically admitted to 75 percent of the University's enrollment capacity for incoming resident freshmen. For students who are eligible to enroll in the University of Texas at Austin during the summer or fall 2020 terms or spring 2021 term, the University will admit the valedictorian or the top six percent of the high school's graduating class who meet the above requirements. Additional applicants will be considered by the University through an independent review process.

Should a college or university adopt an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of the class.

Upon a student's registration for the first course that is required for high school graduation, the district will provide written notice concerning automatic college admission, the curriculum requirements for financial aid, and the benefits of completing the requirements for automatic admission and financial aid. Parents and students will be asked to sign an acknowledgment that they received this information.

Students and parents should contact the campus school counselor or Go Centers for further information about automatic admissions, the application process, and deadlines.

[See also **Class Rank/Highest Ranking Student** for information specifically related to how the district calculates a student's rank in class].

## **COLLEGE CREDIT COURSES**

Students in grades 9–12 have opportunities to earn college credit through the following methods:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), or International Baccalaureate (IB);
- Enrollment in an AP or dual credit course through the Texas Virtual School Network;
- Enrollment in courses taught in conjunction and in partnership with Blinn College and Texas A&M University;
- Enrollment in courses taught at the following institutions in the district: Bryan Collegiate High School, Rudder High School and Travis B. Bryan High School.
- Certain CTE courses.

All of these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the counselor for more information. Depending on the student's grade level and the course, an end-of-course assessment may be required for graduation. It is important to keep in mind that not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

## **COMPLAINTS AND CONCERNS**

Usually student or parent complaints or concerns can be addressed by a phone call or a conference with the teacher or principal. For those complaints and concerns that cannot be handled so easily, the district has adopted a standard complaint policy at FNG (LOCAL) in the district's policy manual. A copy of the complaint forms may be obtained in the principal's office, at the Bryan ISD Administration Office or the district's website at <http://www.bryanisd.org>.

Should a parent or student feel a need to file a formal complaint, the parent or student should file a district complaint form within the timelines established in policy FNG (LOCAL). In general, the student or parent should submit a written complaint and request a conference with the campus principal. If the concern is not resolved, a request for a conference should be sent to the

superintendent. If still unresolved, the district provides for the complaint to be presented to the board of trustees.

## CONDUCT

### *Applicability of School Rules*

As required by law, the board has adopted a Student Code of Conduct that prohibits certain behaviors and defines standards of acceptable behavior—both on and off campus—and consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules. During any periods of instruction during the summer months, the Student Handbook and Student Code of Conduct in place for the year immediately preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

The B-Safe app is part of Bryan ISD's safety and security additions for the 2018-2019 school year and beyond. Parents, staff and students are encouraged to follow a "see something, say something" mindset in anonymously reporting suspicious behavior to a 24/7 report team, who will notify law enforcement if necessary.

The app is tied to Crime Stoppers and will allow the person who reports suspicious behavior to communicate directly with the B-Safe support team to clarify or gather more information.

- Use the B-Safe app, website or Brazos County Crime stoppers tip line to deliberately provide false information or accusations. Please note: The information that you provided on the tip form must be true and correct to the best of your knowledge. The deliberate provision of false information may be investigated and potentially prosecuted by law enforcement and is subject to the BISD student code of conduct.

## CAMPUS BEHAVIOR COORDINATORS

By law, each campus has a Campus Behavior Coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for each campus behavior coordinator is available on the district's website at <http://www.bryanisd.org> and is listed below:

Tommy Roberts – Bryan Collegiate HS	Kimberly Giesenschlag – Stephen F Austin MS
Gloria Garcia-Rhodes – Bonham Elementary	Lane Buban – Travis Bryan HS
Amy Bruner – Mary Branch Elementary	Kimberly Guess – Bowen Elementary
Sara Rueda – Arthur L Davila MS	Debi Ehrhardt – Crockett Elementary
Daniella Garza-Ramirez – Henderson Elementary	Linda Taplette - Fannin Elementary
Amy Thomman – Johnson Elementary	Amanda Wells – Sam Houston Elementary
Alison Boggan – Kemp/Carver Elementary	Dr. Alma Velez – Anson Jones Elementary
Karen Kaspar – Mary Catherine Harris/DAEP	Dr. Desiree Caperton – Jane Long IS
Shari Hedstrom – Mitchell Elementary	Kathy Riley – Navarro Elementary

Juanita Collins – Neal Elementary	Rebecca Ryberg – Sam Rayburn IS
Rachel Layton – Rudder HS	Danielle Legg – Sul Ross Elementary

### ***Deliveries***

Except in emergencies, delivery of messages or packages to students will not be allowed during instructional time. A parent may leave a message or a package, such as a forgotten lunch, for the student to pick up from the front office during a passing period or lunch.

### ***Disruptions of School Operations***

Disruptions of school operations are not tolerated and may constitute a misdemeanor offense. As identified by law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.
- Disruption of classes or other school activities while on district property or on public property that is within 500 feet of district property. Class disruption includes making loud noises; trying to entice a student away from, or to prevent a student from attending, a required class or activity; and entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct.
- Interference with the transportation of students in vehicles owned or operated by the district.

### ***Social Events***

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of the guest.

A student attending a social event will be asked to sign out when leaving before the end of the event; anyone leaving before the official end of the event will not be readmitted. Middle school students may only attend social events, such as dances, sponsored by their home campus. Middle school students will not be allowed to attend social events, such as dances, sponsored by the high schools. High school students will not be allowed to attend social events, such as dances, sponsored by at any of the middle schools.

## CONTAGIOUS DISEASES / CONDITIONS

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a child is suspected to have a contagious disease, the parent should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

The school nurse or the principal's office can provide information from the Department of State Health Services regarding these diseases.

## COUNSELING

### *Academic Counseling*

Students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, the importance of post-secondary education and how best to plan for post-secondary education, and early graduation procedures. Each year, students in grades 8-11 will be provided information on anticipated course offerings for the next school year, completion of a personal graduation plan (PGP), including the importance of completing the distinguished level of achievement under the Foundation graduation plan, and other information that will help them make the most of academic and career and technical education opportunities.

To plan for the future, each student should work closely with the counselor in order to enroll in the high school courses that best prepare him or her for attendance at a college, university, or training school, or for pursuit of some other type of advanced education. The counselor can also provide information about entrance exams and application deadlines, as well as information about automatic admission to state colleges and universities, credit that may be awarded for military experience, financial aid, including completing the FAFSA and the Texas Grant, housing, and scholarships.

### *Personal Counseling*

The School Counseling Program is based on TEA's Comprehensive Guidance Program for Texas Public Schools. The scope and sequence of lessons is available at each campus. Lessons include the five State mandated lessons: Anti-Bullying, Drug and Alcohol Awareness, Healthy Emotions (suicide prevention), Healthy Relationships (Dating Violence) and Anti-victimization, along with positive character traits, that support the Essential Eight. The goal is to assist the development of each student in the areas of academics, career, personal and social development through guidance lessons. The school counselor is available to assist students individually with a wide range of personal concerns, including such areas as social, family, or emotional issues, or substance abuse. The counselor may also make available information about community resources to address these concerns. A student who wishes to meet with the counselor should make an appointment at the appropriate office. If your child has experienced trauma, contact the school counselor for more information.

[Also see **Substance Abuse Prevention and Intervention, Suicide Awareness and Mental Health Support, Child Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children and Dating Violence**]

### ***Psychological Exams, Tests, or Treatment***

The school will not conduct a psychological examination, test, or treatment without first obtaining the parent's informed written consent. Parental consent is not necessary when a psychological examination, test, or treatment is required by state or federal law for special education purposes or by the Texas Education Agency for child abuse investigations and reports. Contact Dr. Catherine George, Director of Special Education, with questions regarding Psycho-educational Evaluation at (979) 209-2780.

[For more information, refer to policies EHBA (LEGAL), FFE (LEGAL), and FFG (EXHIBIT).]

### **COURSE CREDIT**

[See the Bryan ISD **Grading Guidelines** posted at [www.bryanisd.org](http://www.bryanisd.org) for specific information regarding course credit for students in grades 9-12.]

### **CREDIT BY EXAM—If a Student Has Taken the Course**

A student who has previously taken a course or subject—but did not receive credit for it—may, in circumstances determined by the principal or attendance committee, be permitted to earn credit by passing an exam on the essential knowledge and skills defined for that course or subject. Prior instruction may include, for example, incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a non-accredited school.

If the student has had prior instruction in the course and is taking the CBE for credit recovery in accordance with local policy, the student is still obligated to satisfy the STAAR EOC requirements for graduation.

The counselor or principal would determine if the student could take an exam for this purpose. If approval is granted, the student must score at least 70 on the exam to receive credit for the course or subject.

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an exam.

[For further information, see the counselor and policy EHDB (LOCAL).]

### **CREDIT BY EXAM—If a Student Has Not Taken the Course**

A student will be permitted to take an exam to earn credit for an academic course or subject area for which the student has had no prior instruction or to accelerate to the next grade level. Dates for registration and the testing schedule will be available on the district website and your campus website.

Beginning September 1, 2013 a student will earn course credit with a passing score of at least 80 on the exam. If the course in which the student earned credit is an end-of-course subject area the student will not be required to take the EOC exam. District approved options include UT K12 Program, CLEP, AP, AVANT and local district assessments.

A student in the elementary through 7<sup>th</sup> grade will be eligible to accelerate to the next grade level if the student scores at least 80 on each exam in the subject areas of language arts, mathematics, science, and social studies.

If a student plans to take an exam, the student (parent) must register with the principal or counselor/academic advisor. The exam will be offered a minimum of 4 times per year, the student is allowed 2 attempts to earn credit, and these attempts must be completed prior to the beginning of the school year in which the student would ordinarily be required to enroll in the course. The only exceptions to the published dates will be for any exams administered by another entity besides the district or if a request is made outside of these time frames by a student experiencing homelessness or by a student involved in the foster care system. [For further information, see the counselor and policy EHDB (LOCAL).]

## **DATING VIOLENCE, DISCRIMINATION, HARASSMENT, AND RETALIATION**

The district believes that all students learn best in an environment free from dating violence, discrimination, harassment, and retaliation and that their welfare is best served when they are free from this prohibited conduct while attending school. Students are expected to treat other students and district employees with courtesy and respect, to avoid behaviors known to be offensive, and to stop those behaviors when asked or told to stop. District employees are expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly respond to inappropriate and offensive behaviors that are based on a person's race, color, national origin, gender identity, sexual orientation, home language, disability, or any other basis prohibited by law.

[See policy FFH.]

### ***Dating Violence***

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 the other 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. This type of conduct is considered harassment if the conduct is so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to, physical or sexual assaults, name-calling, put-downs, threats to hurt the student or the student's family members or members of the student's household, destroying property belonging to the student, threats to commit suicide or homicide if the student ends the relationship, threats to harm a student's current dating partner, attempts to isolate the student from friends and family, stalking, or encouraging others to engage in these behaviors.

### ***Discrimination***

Discrimination is defined as any conduct directed at a student on the basis of race, color, national origin, gender identity, sexual orientation, home language, disability, or any other basis prohibited by law that negatively affects the student.

### ***Harassment***

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance. A copy of the district's policy is available in the principal's office, and at the Bryan ISD Administration Building, or at [www.bryanisd.org](http://www.bryanisd.org).

Examples of harassment may include, but are not limited to, offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Two types of prohibited harassment are described below.

### ***Sexual Harassment and Gender-Based Harassment***

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but not be limited to, unwanted or uninvited contact, sexual advances; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact not reasonably construed as sexual in nature. However, romantic and other inappropriate social relationships, as well as all sexual relationships, between students and district employees are prohibited, even if consensual.

Gender-based harassment includes harassment based on a student's gender, expression by the student of stereotypical characteristics associated with the student's gender, or the student's failure to conform to stereotypical behavior related to gender. Examples of gender-based harassment directed against a student, regardless of the student's actual or perceived sexual orientation or gender identity, may include, but not be limited to, offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

### ***Retaliation***

Retaliation against a person, who makes a good faith report of discrimination or harassment, including dating violence, is prohibited. Retaliation against a person who is participating in an investigation of alleged discrimination or harassment is also prohibited. A person who makes a false claim or offers false statements or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, and assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

### ***Reporting Procedures***

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, counselor, principal, or other district employee. The report may be made by the student's parent. See policy FFH (LOCAL) for the appropriate district officials to whom to make a report.

Upon receiving a report of prohibited conduct as defined by policy FFH, the district will determine whether the allegations, if proven, would constitute prohibited conduct as defined by that policy. If not, the district will refer to policy FFI to determine if the allegations, if proven, would constitute bullying, as defined by law and that policy. If the alleged prohibited conduct, if proven, would constitute prohibited conduct and would also be considered bullying as defined by State law and policy FFI, an investigation of bullying will also be conducted.

The district will promptly notify the parents of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parents of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy FFH.

### ***Investigation of Report***

To the extent possible, the district will respect the privacy of the student; however, limited disclosures may be necessary to conduct a thorough investigation and to comply with law. Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume the investigation at the conclusion of the agency's investigation.

During the course of an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action, and, in some cases, corrective action, will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct that is the subject of the complaint was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG (LOCAL).

## **DISCRIMINATION**

[See **Dating Violence, Discrimination, Harassment, and Retaliation.**]

## **DISMISSAL FROM SCHOOL**

Students who walk to school should leave the school grounds as soon as they are dismissed for the day. All students must be picked up no later than 15 minutes after school is dismissed. Parents are asked to follow the established campus procedures for student dismissal. Secondary school students are not to loiter on the campus. There will be no supervision of students after that time. For more information, contact the campus principal.

## **DISTANCE LEARNING**

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and alternative methodologies such as mail, satellite, Internet, video-conferencing, and instructional television.

The Texas Virtual School Network (TxVSN) has been established as one method of distance learning. For a fee, a student has the option, with certain limitations, to enroll in a course offered through the TxVSN to earn course credit for graduation. In limited circumstances, a student in grade 8 may also be eligible to enroll in a course through the TxVSN.

Depending on the TxVSN course in which a student enrolls, the course may be subject to the “no pass, no play” rules. [Also see **Extracurricular Activities, Clubs, and Organizations.**]

In addition, for a student who enrolls in a TxVSN course for which an end-of-course (EOC) assessment is required, the student must still take the corresponding EOC assessment. The implications of these assessments on graduation apply to the same extent as they apply to traditional classroom instruction.

If you have questions or wish to make a request that your child be enrolled in a TxVSN course, please contact the counselor.

Additional distance learning opportunities available to district students. Contact your campus counselor for more information.

If a student wishes to enroll in a correspondence course or a distance-learning course that is not provided through the TxVSN in order to earn credit in a course or subject, the student must receive permission from the principal or designee prior to enrolling in the course or subject. If the student does not receive prior approval, the district will not recognize and apply the course or subject toward graduation requirements or subject mastery.

## **DISTRIBUTION OF PUBLISHED MATERIALS OR DOCUMENTS**

### ***School Materials***

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, brochures, flyers, etc.

The school newspaper and the yearbook are available to students.

All school publications are under the supervision of a teacher, sponsor, and the principal.

[See **Directory Information for School-Sponsored Purposes.**]

### ***Non-school Materials...from students***

Students must obtain prior approval from the campus principal before posting, circulating, or distributing more than ten copies of written materials, handbills, photographs, pictures, petitions, films, tapes, posters, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any non-school material must include the name of the sponsoring person or organization. The decision regarding approval will be made within two school days.

Each campus principal has designated a location for approved non-school materials to be placed for voluntary viewing by students. [See policies at FNAA.]

A student may appeal a principal's decision in accordance with policy FNG (LOCAL). Any student who posts non-school material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without the principal's approval will be removed.

### ***Non-school Materials...from others***

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the district or by a district-affiliated school-support organization will not be sold, circulated, distributed, or posted on any district premises by any district employee or by persons or groups not associated with the district, except as permitted by policy GKDA. To be considered for distribution, any non-school material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the Director of Communications for prior review. The Director of Communications will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies at DGBA, FNG, or GF.]

Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD (LOCAL) or a non-curriculum-related student group meeting held in accordance with FNAB (LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All non-school materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

## **DRESS AND GROOMING**

The district's dress code is established to teach grooming and hygiene, prevents disruption, and minimizes safety hazards. All students are required to wear their school-issued identification badge, including temporary ID's, with a lanyard around their neck, above the waist in front of the body during the instructional day. A fee of \$3.00 will be charged to the student for replacement of

a lost or damaged/defaced ID badge. If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school. If not corrected, the student can be assigned to in-school suspension for the remainder of the day, until the problem is corrected, or until a parent or designee brings an acceptable change of clothing to the school. Repeated offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

ITEM	ACCEPTABLE DRESS	SPECIAL COMMENTS AND INTERPRETATIONS
Shirts, Blouses	Shirts/blouses must be: <ul style="list-style-type: none"> <li>Shirts; the length of an untucked shirt must be no longer than the tip of the longest finger with the student's hand fully extended down the side of the student's leg.</li> </ul>	Students are prohibited from wearing shirts/blouses that: <ul style="list-style-type: none"> <li>Reveal undergarments.</li> <li>Advertise alcohol, drugs, tobacco, the occult, or gangs.</li> <li>Have low-cut necklines</li> <li>Are see-through apparel or clothing with holes</li> <li>Have tube-tops, halter tops, spaghetti straps, half shirts, muscle shirts, crop tops, or any shirt, which allows the navel or undergarment to show. Any shirt/blouse that does not come to the waistband or exposes the midriff while standing, walking or sitting must be worn with an undershirt that tucks in.</li> <li>Are excessively tight.</li> </ul>
Pants, Slacks	Acceptable pants/slacks must be appropriately sized and worn at the waist and cover all undergarments.	The following are not acceptable: <ul style="list-style-type: none"> <li>excessively long, large, or sag below the top of the hip line or allow undergarments to show</li> <li>Skin showing above the mid-thigh</li> <li>oversized, baggy, or excessively tight</li> </ul>
Shorts	Acceptable length must be mid-thigh or longer	The following are not acceptable: <ul style="list-style-type: none"> <li>Short shorts</li> <li>Shorts with holes or tears above mid-thigh</li> <li>Excessively tight shorts including bicycle shorts</li> </ul>
Dresses, Skorts, Skirts	Acceptable length must be mid-thigh or longer. Grades K-6 must be worn with shorts or leggings underneath.	The following are not acceptable: <ul style="list-style-type: none"> <li>Short dresses, skorts, and skirts</li> <li>Clothing with holes or tears</li> <li>Dresses that are low cut in front/back</li> <li>Excessively tight dresses, skorts, and skirts</li> </ul>
Shoes	Shoes shall be worn at all times. Shoes should be appropriate for identified curricular and co-curricular activities.	The following are not acceptable: <ul style="list-style-type: none"> <li>House shoes, slippers, shoes with wheels</li> <li>Shoes without backs in grades K-6 (PE only)</li> </ul>
Hair, Facial Hair	Hair/facial hair shall be well groomed and worn in a manner and style that is not distracting to the learning environment	Hair shall not be: <ul style="list-style-type: none"> <li>Distracting to the learning environment</li> <li>Students shall not have curlers or pin curls in hair</li> <li>Worn to cover facial features</li> </ul>
Jewelry	Earrings, piercings, hair jewelry, watches, bracelets, rings and necklaces that are not a safety hazard or substantial disruption to the learning environment may be worn.	The following are not acceptable: <ul style="list-style-type: none"> <li>Jewelry that may be identified as gang related</li> <li>Chains, pocket chains, or chains attached to wallets, footwear, pants, or backpacks</li> </ul>
General	If a student wears tight-fitting pants, he or she must also wear clothing over them which meets the mid-thigh requirement for length.  For unique special events the campus administration may establish event-specific dress code requirements.	The following are not acceptable: <ul style="list-style-type: none"> <li>Any clothing that is gang related, or promotes violence or violation of school rules, or are lewd, offensive, vulgar, contain obscene language, sexually explicit language or images, or that materially or substantially disrupts the learning environment</li> <li>Tattoos that are offensive, gang-related, or substantially disrupt shall be covered</li> <li>Extremely tight fitting clothes, such as spandex, bicycle shorts, Leggings, (jeggings) as the primary garment.</li> <li>Hoods as a head covering inside the building</li> <li>Clothing that is worn in any other way than the way it was designed to be worn</li> <li>Pajamas or loungewear</li> </ul>

		<ul style="list-style-type: none"> <li>• Hats, bandanas, stocking caps, caps, visors, hoods on jackets and sweatshirts (hoodies), headbands, metal picks, and non-prescription sunglasses may not be worn inside the building. Headwear is only allowed for medical reasons or as a legitimate expression of a student’s religious practice and faith.</li> <li>• Costume contact lenses</li> <li>• Blankets should not be worn inside the building.</li> </ul>
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**\*\*Students assigned to DAEP must follow dress code guidelines per DAEP handbook.**

***Dress for Extracurricular Activities***

The principal, in cooperation with the sponsor, coach, or other person in charge of an extracurricular activity, may regulate the dress and grooming of students who participate in the activity. Students who violate dress and grooming standards established for such an activity may be removed or excluded from the activity for a period determined by the principal or sponsor, and may be subject to other disciplinary action, as specified in the Student Code of Conduct.

**ELECTRONIC DEVICES AND TECHNOLOGY RESOURCES**

***Possession and Use of Personal Telecommunications Devices, Including Mobile Telephones***

For safety purposes, the district permits students to possess personal mobile telephones; however, these devices must not be visible during the instructional day, unless they are being used for approved instructional purposes. A student must have approval to possess other telecommunications devices such as net-books, laptops, tablets, smart-watches, or other portable computers.

The use of mobile telephones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated. A parent conference is required prior to picking up the device. The parent or student may pick up the confiscated telecommunications device from the principal’s office upon receipt of payment. A fee of \$15 will be charged for all confiscated telecommunication devices.

Confiscated telecommunications devices that are not retrieved by the student or the student’s parents will be disposed of after the notice required by law. [See policy FNCE.]

In limited circumstances and in accordance with law, a student’s personal telecommunications device may be searched by authorized personnel. [See **Searches** and policy FNF.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district will not be responsible for damaged, lost, or stolen telecommunications devices.

***Possession and Use of Other Personal Electronic Devices***

Except as described below, students are not permitted to possess or use personal electronic devices such as MP3 players, video or audio recorders, DVD players, cameras, games, e-readers, or other electronic devices at school, unless prior permission has been obtained. Without such permission, teachers will collect the items and turn them in to the principal’s office. The principal will determine whether to return items to students at the end of the next school day or to contact

parents to pick up the items. For safety purposes headphones/earbuds shall only be used during instruction and with the teacher's or principal's permission. Portable speakers are not allowed.

In limited circumstances and in accordance with law, a student's personal electronic device may be searched by authorized personnel. [See **Searches** and policy FNF.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district will not be responsible for any damaged, lost, or stolen electronic device.

### ***Instructional Use of Personal Telecommunications and Other Electronic Devices***

In some cases, students may find it beneficial or might be encouraged to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. Students must obtain prior approval before using personal telecommunications or other personal electronic devices for instructional use. When students are not using the devices for approved instructional purposes, all devices must be turned off during the instructional day. Violations of the Acceptable Use Guidelines for Technology Resources may result in withdrawal of privileges and other disciplinary action.

### ***Acceptable Use of District Technology Resources***

To prepare students for an increasingly technological society, the district has made an investment in the use of district-owned technology resources for instructional purposes; specific resources may be issued individually to students. Use of these technological resources, which include the district's network systems and use of district equipment, is restricted to approved purposes only. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

### ***Unacceptable and Inappropriate Use of Technology Resources***

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether the equipment used to send such messages is district-owned or personally owned, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined in accordance with the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement. Because engaging in this type of behavior can lead to bullying or harassment, as well as possibly impede future endeavors of a student, we encourage you to review with your child <https://txssc.txstate.edu/tools/courses/before-you-text/>, a state-developed program that addresses the consequences of engaging in inappropriate behavior using technology.

In addition, any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct, and, in some cases, the consequence may rise to the level of expulsion.

[See Appendix A; **Acceptable Use Guidelines for Technology Resources**]

## **END-OF-COURSE (EOC) ASSESSMENTS**

See **Course Credit, Grading Guidelines, Graduation, and Standardized Testing.**

## **EXTRACURRICULAR ACTIVITIES, CLUBS, AND ORGANIZATIONS**

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships with other students; participation, however, is a privilege, not a right.

Eligibility for initial and continuing participation in many of these activities is governed by state law and the rules of the University Interscholastic League (UIL)—a statewide association overseeing inter-district competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization.

[See <http://www.uil texas.org> for additional information.]

Student safety in extracurricular activities is a priority of the district. Parents are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned.

Generally, a student who receives at the end of a grading period a grade below 70 in any academic class may not participate in extracurricular activities for at least three school weeks.

However, if a student receives a grade below 70 at the end of a grading period in -- an Advanced Placement or International Baccalaureate course; or a dual credit course in English language arts, mathematics, science, social studies, economics, or language other than English the student remains eligible for participation in all extracurricular activities. A student in Pre-AP or honor classes will be ineligible with a grade less than 65.

A student with disabilities who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.

An ineligible student may practice or rehearse.

A student is allowed in a school year up to 10 absences not related to post-district competition, a maximum of 5 absences for post-district competition prior to state, and a maximum of 2 absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the board, are subject to these restrictions.

An absence for participation in an activity that has not been approved will receive an unexcused absence.

### ***Standards of Behavior***

Sponsors of student clubs and performing groups such as the band, choir, cheerleading, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by local policy will apply in addition to any consequences specified by the organization's standards of behavior.

[For further information, see policies at FM and FO. For student-organized, student-led groups, see **Meetings of Non-curriculum-Related Groups.**]

## FEES

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide pencils, paper, erasers, and notebooks and may be required to pay certain other fees or deposits, including:

- Costs for materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations and admission fees to extracurricular activities.
- Replacement cost for student identification card and lanyard.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, etc.
- Voluntarily purchased student accident insurance.
- Musical instrument rental and uniform maintenance, when uniforms are provided by the district.
- Damage to band/orchestra instruments.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books.
- Fees for lost, damaged textbooks or school issued instructional materials.
- Fees for optional courses offered for credit that requires use of facilities not available on district premises.
- Summer school for courses that are offered tuition-free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles.**]
- A fee not to exceed \$50 for costs of providing an educational program outside of regular school hours for a student who has lost credit because of absences and whose parent chooses the program in order for the student to meet the 90 percent attendance requirement. The fee will be charged only if the parent or guardian signs a district-provided request form.
- In some cases, a fee for a course taken through the Texas Virtual School Network (TxVSN).

Any required fee or deposit may be waived if the student and parent are unable to pay.

Application for such a waiver may be made to the campus principal. [For further information, see policies at FP.]

## **FUND-RAISING**

Dependent on campus principal approval, student groups or classes and/or parent groups may be permitted to conduct fund-raising drives for approved school purposes. An application for permission must be made to the campus principal at least 3 weeks before the event. If food is involved in the fund-raising event, prior approval must be received from the campus principal and the Assistant Director of School Nutrition Services to ensure compliance with the district's Local Wellness Policy (LWP). Student participation in approved fund-raising activities shall not interfere with the regular instructional program. Funds shall be received, deposited, and disbursed in accordance with policy. [For further information, see policies at FJ, CFD, and GE.]

Except as approved by the Superintendent or Principal, fund-raising by the general public or public or private organizations or clubs is not permitted on school property.

## **GANG-FREE ZONES**

Certain criminal offenses, including those involving organized criminal activity such as gang-related crimes, will be enhanced to the next highest category of offense if they are committed in a gang-free zone. For purposes of the district, a gang-free zone includes a school bus and a location in, on, or within 1,000 feet of any district-owned or leased property or campus playground.

## **GENDER-BASED HARASSMENT**

[See **Dating Violence, Discrimination, Harassment, and Retaliation.**]

## **GRADE CLASSIFICATION**

After the ninth grade, students are classified according to the number of credits earned toward graduation.

<b>Credits Earned</b>	<b>Classification</b>
6	Grade 10 - (Sophomore)
12	Grade 11 - (Junior)
18	Grade 12 - (Senior)

## **GRADING GUIDELINES**

Grading guidelines for each grade level or course will be communicated to students and their parents by the classroom teacher and posted on the district website. These guidelines have been reviewed by each applicable curriculum department and have been approved by the campus principal. These guidelines establish the minimum number of assignments, projects, and examinations required for each grading period. In addition, these guidelines establish how the student's mastery of concepts and achievement will be communicated (i.e., letter grades, numerical averages, checklist of required skills, etc.). Grading guidelines also outline in what circumstances a student will be allowed to redo an assignment or retake an examination for which the student originally made a failing grade. Procedures for a student to follow after an absence will also be addressed.

Also see **Report Cards/Progress Reports and Conferences** for additional information on grading guidelines. The BISD Grading Guidelines are posted on the district’s website at [www.bryanisd.org](http://www.bryanisd.org).

See **Graduation** below, **Course Credit**, and **Standardized Testing** for additional information regarding EOC assessments.

## **GRADUATION**

### ***Requirements for a Diploma***

A student must meet the following requirements to receive a high school diploma from the district:

- Complete the required number of credits established by the state and any additional credits required by the district;
- Complete any locally required courses in addition to the courses mandated by the state;
- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law; and
- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education (SBOE).

### ***Testing Requirements for Graduation***

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on the following EOC assessments: English I, English II, Algebra I, Biology, and U.S. History. A student who has not achieved sufficient scores on the EOC assessments to graduate will have opportunities to retake the assessments. State law and state rules also provide for certain scores on norm-referenced national standardized assessments or on the state-developed assessment used for entrance into Texas public universities to substitute for the requirement to meet satisfactory performance on an applicable EOC assessment once the EOC assessment has been attempted, should a student choose this option. See the school counselor for more information on the state testing requirements for graduation.

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation to the student in the content area for which the performance standard was not met. This may require participation of the student before or after normal school hours or at times of the year outside normal school operations.

In limited circumstances, a student who fails to demonstrate proficiency on two or fewer of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate.

[Also see **Standardized Testing** for more information.]

### ***Foundation Graduation Program***

Students in a Texas public school who entered grade 9 in the 2014–15 school year and thereafter will graduate under the “foundation graduation program.” Within the foundation graduation program are “endorsements,” which are paths of interest that include Science, Technology, Engineering, and Mathematics (STEM); Business and Industry; Public Services; Arts and

Humanities; and Multidisciplinary Studies. Endorsements earned by a student will be noted on the student’s transcript. The foundation graduation program also involves the term “distinguished level of achievement,” which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits. A personal graduation plan will be completed for each high school student, as described on page 40.

State law and rules prohibit a student from graduating solely under the foundation graduation program without an endorsement unless, after the student’s sophomore year, the student and student’s parent are advised of the specific benefits of graduating with an endorsement and submit written permission to the school counselor for the student to graduate without an endorsement. A student who anticipates graduating under the foundation graduation program without an endorsement and who wishes to attend a four-year university or college after graduation must carefully consider whether this will satisfy the admission requirements of the student’s desired college or university.

Graduating under the foundation graduation program will also provide opportunities to earn “performance acknowledgments” that will be acknowledged on a student’s transcript. Performance acknowledgments are available for outstanding performance in bilingualism and biliteracy, in a dual credit course, on an AP or IB exam, on certain national college preparatory and readiness or college entrance exams, or for earning a state recognized or nationally or internationally recognized license or certificate. The criteria for earning these performance acknowledgments are prescribed by state rules, and the school counselor can provide more information about these acknowledgments.

A student enrolled in high school prior to the 2014–15 school year has the option of graduating under the foundation graduation program rather than the programs identified above that would otherwise be applicable to that student. See the school counselor for additional information.

The foundation graduation program requires completion of the following credits:

<b>Course Area</b>	<b>Number of Credits: Foundation Graduation Program</b>	<b>Number of Credits: Foundation Graduation Program With an Endorsement</b>
English/Language Arts	4	4
Mathematics	3	4*
Science	3	4
Social Studies, including Economics	4	4
Physical Education**	1	1
Language other than English***	2	2
Fine Arts	1	1

<b>Course Area</b>	<b>Number of Credits: Foundation Graduation Program</b>	<b>Number of Credits: Foundation Graduation Program With an Endorsement</b>
Locally required courses	.5 credit in Speech  .5 Health <i>(starting with current 8<sup>th</sup> graders)</i>	.5 credit in Speech  .5 Health <i>(starting with current 8<sup>th</sup> graders)</i>
Electives	3.5	5.5
Miscellaneous		Available Endorsements****: Science, Technology, Engineering, and Mathematics  Business and Industry  Public Services  Arts and Humanities  Multidisciplinary Studies
<b>TOTAL</b>	22 credits	26 credits

\* In order to obtain the distinguished level of achievement under the foundation graduation program, which will be denoted on a student’s transcript and is a requirement to be considered for automatic admission purposes to a Texas four-year college or university, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits.

\*\* A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student’s ARD committee, Section 504 committee, or other campus committee, as applicable.

\*\*\* Students are required to earn two credits in the same language other than English to graduate. In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

A student may satisfy one of the two required credits by successfully completing in elementary school a dual language immersion program. Or a course in American Sign Language.

\*\*\*\* A student must specify upon entering grade 9 the endorsement he or she wishes to pursue.

- Science, technology, engineering, and mathematics (STEM)
- Business and industry,
- Public service,
- Arts and humanities, or
- Multidisciplinary studies

### ***Personal Graduation Plans for Students Under the Foundation Graduation Program***

A personal graduation plan will be developed for each high school student who is subject to the requirements of the foundation graduation program. The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of achievement. Attainment of the distinguished level of achievement entitles a student to be considered for automatic admission to a public four year college or university in Texas, depending on class rank. The school will review personal graduation plan options with each student and parent(s) entering grade 9. Before the end of grade 9, the student and parent(s) will be required to sign off on a personal graduation plan that includes a course of study that promotes college and workforce readiness and career placement and advancement, as well as facilitates the transition from secondary to postsecondary education. The student's personal graduation plan will denote an appropriate course sequence based on the student's choice of endorsement.

Please also review TEA's Graduation Toolkit, available here: <https://tea.texas.gov/about-tea/news-and-multimedia/brochures/tea-brochures>.

A student may, with parental permission, amend the personal graduation plan after the initial confirmation.

### ***Certificates of Coursework Completion***

A certificate of coursework completion will not be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state-mandated tests required for graduation.

### ***Students with Disabilities***

Upon the recommendation of the admission, review, and dismissal (ARD) committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of the IEP.

A student who receives special education services and has completed four years of high school, but has not met the requirements of the IEP, may participate in graduation ceremonies and receive a certificate of attendance. Even if the student participates in graduation ceremonies to receive the certificate of attendance, he or she may remain enrolled to complete the IEP and earn a high school diploma; however, the student will only be allowed to participate in one graduation ceremony.

[See policy FMH (LEGAL).]

Please also be aware that if an ARD committee places a student with a disability on a modified curriculum in a subject area, the student will be automatically placed in the Minimum Program, in accordance with state rules.

If a student receiving special education services is scheduled to graduate under the Minimum Program or in accordance with the provisions of the IEP, the student's ARD committee will determine whether the general EOC assessment is an accurate measure of the student's achievement and progress and, if so, whether successful performance is required for graduation, or whether an alternative assessment is more appropriate. STAAR Alternate 2 is the alternative assessment currently allowed by the state.

A student who receives special education services may earn an endorsement under the foundation program. If the student’s curriculum requirements for the endorsement were modified, the student’s ARD committee will determine whether the modified curriculum is sufficiently rigorous for purposes of earning the endorsement. The ARD committee must also determine whether the student must perform satisfactorily on any end-of-course assessment instrument required to earn an endorsement.

[See **Standardized Testing** for additional information.]

### ***Graduation Activities***

The graduation ceremony is the only school sponsored activity.

### ***Graduation Speakers***

Certain graduating students will be given an opportunity to have speaking roles at graduation ceremonies.

A student must meet local eligibility criteria, which may include requirements related to student conduct, to have a speaking role. Students eligible for speaking roles will be notified by the principal and given an opportunity to volunteer.

[See FNA (LOCAL) and the Student Code of Conduct.]

### ***Graduation Expenses***

Because students and parents will incur expenses in order to participate in the traditions of graduation—such as the purchase of invitations, senior ring, cap and gown, and senior picture—both the student and parent should monitor progress toward completion of all requirements for graduation. The expenses often are incurred in the junior year or first semester of the senior year. [See **Student Fees**.]

### ***Scholarships and Grants***

- Students who have a financial need according to federal criteria and who complete the Recommended Program or Advanced/Distinguished Achievement Program may be eligible under the T.E.X.A.S. Grant Program for tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions.
- Contact the counselor or visit the campus Go Center for information about other scholarships and grants available to students.

## **HARASSMENT**

[See **Dating Violence, Discrimination, Harassment, and Retaliation**.]

## **HAZING**

Hazing is defined by Section 37.151 of the Education Code 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:

- Any type of physical brutality;
- 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;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
- 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.

Hazing will not be tolerated by the district. If an incident of hazing occurs, disciplinary consequences will be handled in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal or superintendent.

[Also see **Bullying** and policies FFI and FNCC.]

## **HEALTH-RELATED MATTERS**

If your student has symptoms of illness at home:

- Do not send your student to school if they have vomiting, diarrhea, severe cough/cold symptoms, skin abscess, or temperature of 100 or more.
- It is required that students be free of fever for at least 24 hours, without fever-reducing medication, before returning to school.
- If your doctor tells you that your child has an illness that can spread from person to person, please notify the school clinic staff.
- Please make sure school clinic staffs have emergency contact phone numbers. If your number changes, please notify them as soon as possible.
- In the event that we cannot reach you or the emergency contacts you have provided, Bryan ISD reserves the right to contact local EMS or law enforcement if needed.

For the protection of all students, any student with the following symptoms will not be allowed to stay at school:

- if the student has a temperature of 100.0 degrees or more,
- is suspected of having an illness or infection that can spread from person to person,
- has a skin boil or abscess that has not been treated by a physician,
- is vomiting or has diarrhea,
- has a severe stomachache, headache or earache, or
- Is unable to remain in class due to an injury or illness.
- Students must be symptom free 24 hours before returning to school (fever, vomiting, diarrhea).

## ***Bacterial Meningitis***

State law requires school districts to provide information about bacterial meningitis to its students and their parents each school year.

Meningitis is an inflammation of the covering of the brain and spinal cord, caused by viruses, parasites, fungi and bacteria. Viral meningitis is usually treatable and recovery is complete. Parasites and fungi meningitis are rare. Bacterial meningitis is serious and always requires medical intervention.

Meningitis makes a person very ill, usually occurring over one or two days, but it can also rapidly progress in a matter of hours.

Symptoms may include:

- Severe headache;
- High temperature;
- Rash of tiny, red-purple spots;
- Vomiting;
- Sensitivity to bright lights;
- Neck stiffness, joint pains;
- Drowsiness or confusion.

Meningitis is not as contagious as the common cold or the flu, and not spread by casual contact or by breathing the air where a person with meningitis has been. It is spread when people exchange saliva (such as kissing, sharing drinking containers, utensils or cigarettes).

Bacterial meningitis can be prevented by a common sense approach. Do not share food, drinks, utensils, toothbrushes or cigarettes. There are vaccines against pneumococcal disease and four meningococcal groups. Immunity develops within seven to ten days after the vaccine is given and lasts for up to five years.

For more information contact your family doctor, the staff at the local or regional health department and/or your school nurse. Additional information may also be found at the websites for the Centers for Disease Control and Prevention: [www.cdc.gov](http://www.cdc.gov) and the Texas Department of State Health Services at [www.dshs.state.tx.us](http://www.dshs.state.tx.us).

Also refer to **Immunizations**, below, for more information.

### ***Exemption from P.E.***

Students will not be exempted from P.E. without a physician directive stating that the student must be excluded and how long the exclusion will be.

The nurse/clinic staff will not provide excuse notes for P.E. or Athletics except in cases of acute asthma flare-ups during school hours.

### **Food Allergies (All Grade Levels)**

The district requests to be notified when a student has been diagnosed with a food allergy, especially those allergies that could result in dangerous or possibly life-threatening reactions either by inhalation, ingestion, or skin contact with the particular food. It is important to disclose the food to which the student is allergic, as well as the nature of the allergic reaction. Please contact

the school nurse ~~or campus principal~~ if your child has a known food allergy or as soon as possible, after any diagnosis of a food allergy. Any **required** diet modifications must be requested by a licensed doctor/physician. If your child requires a special diet, please have your physician complete the required Bryan ISD School Nutrition Services Dietary Special Request Form. This form is available from the school nurse. No diet modifications will be made until the completed form is returned to Bryan ISD School Nutrition Services. Diet start date will be determined individually based on the availability of food items required for the modified diet. Please contact ~~Sandra Baxter, Assistant Director of School Nutrition Services, at (979) 209-7057~~ Catherine McCleskey, District Dietitian, at (979) 209-7053 with any questions regarding your child's diet modifications or to identify the start date.

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis." The district's management plan addresses employee training, dealing with common food allergens, and specific strategies for dealing with students diagnosed with severe food allergies. When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, individual care plans will be developed to assist the student in safely accessing the school environment. Please contact your campus nurse, Karen Byers, RN, Nursing Supervisor, at (979) 209-1099 or Catherine McCleskey, District Dietitian, at (979) 209-7053 ~~Sandra Baxter, Assistant Director of School Nutrition Services, at (979) 209-7057.~~

The complete text of the "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis" can be found on the DSHS website at Allergies and Anaphylaxis.

[Also see policy FFAF and **Birthday Treats/Classroom Celebrations**]

### ***Head Lice***

Bryan ISD follows recommendations from the Texas Department of State Health Services (DSHS) and the American Academy of Pediatrics (AAP). Both the DSHS and AAP recommend that no healthy children should be excluded from or allowed to miss school because of head lice. As required by Texas law, written or electronic parent notification will be made within 48 hours of any student having found to have lice. In addition, parents of each child assigned to the same classroom as a child with head lice will be notified in writing or by electronic notification no later than the fifth school day after the date the school is aware of that fact.

## **HEALTH SCREENINGS**

### ***Vision and Hearing Screening***

As required by Texas law, students in Pre-kindergarten, Kindergarten, 1,3,5, and 7 grades and new students enrolling in the district will be screened for vision and/or hearing problems.

### ***Spinal Screening***

Bryan ISD conducts spinal screenings to detect signs of abnormal curves of the spine at their earliest stages.

- State law requires girls to be screened twice at ages 10 and 12 or the first semester of 5th and 7th grade. Boys will be screened once at age 13-14 or first semester of 8th grade.

- The procedure for screening requires trained screeners, Bryan ISD nurses, to look at the student's back while the student stands and then bends forward.
- Boys and girls will be seen separately and individually.
- Two screeners are present for each student. We assure you that privacy will be of the utmost concern and priority.
- ALL STUDENTS WILL BE REQUESTED TO REMOVE THEIR SHIRTS.
- GIRLS ARE REQUESTED TO WEAR A BRA OR THE TOP OF A TWO PIECE SWIMSUIT UNDER THEIR SHIRT.
- SHIRTS WILL ONLY BE REMOVED DURING THEIR INDIVIDUAL SCREENING.
- Parents will receive the results of the screening only if professional follow-up is needed.
- This procedure does not replace your need for regular health care and check-ups.
- If the parent chooses for the student to not participate in the screening, the student must provide a written statement from his/her physician giving the school the results of the physician's finding for that school year.
- If, for religious reasons, the student does not wish to be screened, the student is to submit an affidavit of exemption, notarized, to the school clinic.

### ***MRSA – “Staph” Infection***

Staphylococcus Aurous, or staph, is a common germ that many people carry in the nasal passages, under fingernails, or on their skin with no ill effects. MRSA is a type of staph that has developed resistance to antibiotics. Since staph is spread primarily by direct skin-to-skin contact, or with direct contact to wound drainage of someone who is carrying or infected with the bacteria, anyone with a break in his/her skin is at risk. MRSA may also occur less frequently through indirect contact with contaminated surfaces or items. MRSA is not spread through the air. MRSA or Staph infections begin abruptly.

Symptoms may include:

- Large area of redness on the skin, swelling and pain, followed by an abscess or boil.
- If left untreated, staph can cause severe illness that may require hospitalization and/or surgery.

Students and their family members should take the following precautions to help prevent skin infections:

- Wash hands frequently with soap and warm water.
- Encourage students to keep fingernails clean and clipped short.
- Avoid contact with other people's wounds or anything contaminated by the wound.
- Avoid sharing personal items such as razors, towels, deodorant, or soap that directly touch the body.
- Clean and disinfect gym or sports equipment before and after use.
- Wash dirty clothes, linens, and towels with hot water and detergent. Dry in a hot dryer rather than air-drying.
- Encourage students who participate in contact sports to shower immediately after each practice or game.

- Keep open or draining sores and lesions clean and covered and consult your family doctor as soon as possible.
- See the school nurse if any areas of redness on the skin, swelling and pain, followed by an abscess or boil occur.

Please be vigilant in looking for signs and symptoms of staph infections. Additional information about MRSA and Staph can be found at [www.mrsatexas.org](http://www.mrsatexas.org) or consult your family physician or school nurse.

***Physical Activity for Students in Elementary and Middle School***

In accordance with policies at EHAB, EHAC, EHBG, and FFA, the district will ensure that students in half-day prekindergarten through grade 6 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week.

Students in 7<sup>th</sup> grade have the option of taking PE or athletics. Students in 8<sup>th</sup> grade are not required to take PE but have the option of taking athletics

For additional information on the district’s requirements and programs regarding elementary and middle school student physical activity requirements, please see the principal.

***Puberty Talks***

As part of the Health and Wellness lesson, Bryan Campus Nurses and/or PE staff teach students about puberty in 4<sup>th</sup> grade girls and 5<sup>th</sup> grade boys and girls. The lesson is limited to body changes during puberty and does not include information regarding sexuality. A notice regarding the puberty lesson will be sent to parents prior to the lesson day. Your student will be expected to attend the lesson unless written documentation stating you do not want your student to attend is provided. Please contact school clinic staff if you have any questions.

***School Health Advisory Council (SHAC)***

During each school year, the district’s School Health Advisory Council holds 4 meetings. The duties of the SHAC include;

- Making recommendations regarding physical and mental health curriculum.
- Developing strategies for integrating curriculum into a coordinated school health program encompassing school health services, counseling services, a safe and healthy school environment, recess recommendations, improving student fitness, mental health concerns, substance abuse prevention, and employee wellness.
- Making recommendations for increasing parents’ awareness of warning signs of suicide and mental health risks and community mental health and suicide prevention services.

Additional information regarding the district’s School Health Advisory Council is available from Janice Williams, Executive Director of Athletics & Student Health & Fitness at (979) 209-7998.

[See also policies at BDF and EHAA. See **Removing a Student from Human Sexuality Instruction** for additional information.]

***Seizures (All Grade Levels)***

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district before the beginning of the school year or upon enrollment of the student, or as soon as practicable following a diagnosis of a seizure disorder for the student. For more information, contact the school nurse.

For more information, see “A Student with Physical or Mental Impairments Protected under Section 504”.

### **Student Wellness Policy/Wellness Plan (All Grade Levels)**

Bryan ISD is committed to encouraging students to choose a healthy lifestyle and therefore has developed a board-adopted wellness policy at FFA (LOCAL) and corresponding plans and procedures to implement the policy. You are encouraged to contact Janice Williams, Executive Director of Athletics & Student Health & Fitness or Sandra Baxter, Assistant Director of School Nutrition Services with questions about the content or implementation of the district’s wellness policy and plan.

## **OTHER HEALTH RELATED MATTERS**

### ***Physical Fitness Assessment***

Annually, the district will conduct a physical fitness assessment of students in grades 3–12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to Athletic Director to obtain the results of the child’s physical fitness assessment conducted during the school year.

### ***Vending Machines (All Grade Levels)***

The district has adopted and implemented the state and federal policies and guidelines for food service, including the guidelines to restrict student access to vending machines. For more Services (See policies at CO and FFA)

### ***Microwave Ovens***

Due to safety and sanitation concerns, microwave ovens are not available for student or parents use on school campuses.

### ***Tobacco Prohibited***

The district and its staff strictly enforce prohibitions against the use of tobacco products by students and others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies at FNCD and GKA.]

### ***Asbestos Management Plan***

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district’s Asbestos Management Plan is available in the maintenance department. If you have any questions or would like to examine the district’s plan in more detail, please contact the Maintenance Department at (979) 209-7100.

### ***Pest Management Plan***

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to

manage pests, including a variety of non-chemical control measures, pesticide use is sometimes necessary to maintain adequate pest control and ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the United States Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area. Parents who have further questions or who want to be notified of the times and types of applications prior to pesticide application inside their child's school assignment area may contact Maintenance and Operations, district's IPM coordinator at (979) 209-7100.

## **HOMEWORK**

The purpose of homework is practice, preparation, and extension of student learning that has previously occurred in the classroom. Students should be able to complete homework assignments on their own or with minimal parental support. Homework will not be assigned or created as a consequence for student behavior. A student's economic status should not impede the ability to successfully complete or score well on a homework assignment.

[See **Grading Guidelines, and Homework** posted on the district's website for additional information.]

## **IMMUNIZATION**

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons, or reasons of conscience, including a religious belief, the student will not be immunized. For exemptions based on reasons of conscience, only official forms issued by the Texas Department of State Health Services (TDSHS), Immunization Branch, can be honored by the district. This form may be obtained by writing the TDSHS Immunization Branch (MC 1946), P.O. Box 149347, Austin, Texas 78714-9347 or online at <https://co-request.dshs.texas.gov/>. The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

The immunizations required are: diphtheria, rubella (measles), rubella (German measles), mumps, tetanus, pertussis, poliomyelitis (polio), hepatitis A, hepatitis B, varicella (chicken pox), and meningococcal. A TB skin test is required for all students entering school from another country. The school nurse can provide information on age-appropriate doses or on an acceptable physician-validated history of illness required by the TDSHS. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student should not be immunized for medical reasons, the student or parent must present a certificate signed by a U.S. licensed physician stating that, in the doctor's opinion, the immunization required poses a significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a life-long condition.

[For further information, see policy FFAB (LEGAL) and the TDSHS Website: <https://co-request.dshs.texas.gov/>.

As noted above at **Bacterial Meningitis**, entering college students must now, with limited exception, furnish evidence of having received a bacterial meningitis vaccination prior to attending classes at an institution of higher education. A student wanting to enroll in a dual credit course taken off campus may be subject to this requirement.

## **LAW ENFORCEMENT AGENCIES**

### ***Questioning of Students***

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, if the questioning or interview is part of a child abuse investigation. In other circumstances:

- The principal will verify and record the identity of the officer or other authority and ask for an explanation of the need to question or interview the student at school.
- The principal ordinarily will make reasonable efforts to notify the parents unless the interviewer raises what the principal considers to be a valid objection.
- The principal ordinarily will be present unless the interviewer raises what the principal considers to be a valid objection.

### ***Students Taken Into Custody***

State law requires the district to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services, Texas Department of Family and Protective Services, a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive to take a student into custody.

Before a student is released to a law enforcement officer or other legally authorized person, the principal will verify the officer's identity and, will verify the official's authority to take custody of the student.

The principal will immediately notify the superintendent and will ordinarily attempt to notify the parent unless the officer or other authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a law enforcement officer, any notification will most likely be after the fact.

### ***Notification of Law Violations***

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who is thought to have committed certain offenses or who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors.
- All appropriate district personnel in regards to a student who is required to register as a sex offender.

[For further information, see policies FL (LEGAL) and GRAA (LEGAL).]

### **ENGLISH LEARNERS**

An English Learner (EL) or Emergent Bilingual (EB) is entitled to receive specialized services from the district. To determine whether the student qualifies for services, a Language Proficiency Assessment Committee (LPAC) will be formed, which will consist of both district personnel and at least one parent representative. Parent consent must be obtained for any services recommended by the LPAC for an EB student.

In order to determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services and once a level of proficiency has been established, the LPAC will then designate instructional accommodations or additional special programs the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain designated supports are necessary for any state-mandated assessments. The STAAR, as mentioned in **Standardized Testing** below, will be administered to an EL student. For a student up to grade 5, a Spanish version of STAAR is an option based on LPAC recommendation. In limited circumstances, a student's LPAC may waive certain graduation requirements related to the English I end-of-course (EOC) assessments. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to Emergent Bilingual students who qualify for services.

If a student is considered an EB and receives special education services because of a qualifying disability, the student's ARD committee will make these decisions in conjunction with the LPAC.

For more information, contact the school counselor, principal or Dr. Georgeanna Adams-Molina, Director of Bilingual Education at (979) 209-1024.

[See Special **Programs: Bilingual/ESL/Migrant Department.**]

## **MAKEUP WORK**

### ***Makeup Work Because of Absence***

For any class missed, the teacher may assign the student makeup work based on the instructional objectives for the subject or course and the needs of the individual student in mastering the essential knowledge and skills or in meeting subject or course requirements.

A student will be responsible for obtaining and completing the makeup work in a satisfactory manner and within the time specified by the teacher. A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

A student will be permitted to make up tests and to turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with time lines approved by the principal and previously communicated to students. [See **BISD Grading Guidelines** posted on the district's website.]

### ***DAEP Makeup Work***

A student removed to a disciplinary alternative education program (DAEP) during the school year will have an opportunity to complete, before the beginning of the next school year, a foundation curriculum course in which the student was enrolled at the time of removal. The district may provide the opportunity to complete the course through an alternative method, 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. [See policy FOCA (LEGAL).]

### ***In-school Suspension (ISS) and Out of School Suspension (OSS) Makeup Work***

#### **Completion of Course Work**

While a student is in ISS or OSS, the district will provide the student with all course work for the student's foundation curriculum classes that the student misses as a result of the suspension.

#### **Completion of Courses**

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. 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. [See policy FO (LEGAL).]

## **MEDICINE AT SCHOOL**

Bryan Independent School District School Board policy FFAC states that designated employees of the school district may give medication (includes prescription and/or over-the counter medications) to a student provided:

- There is a written note from the parent/guardian of the child, requesting the time and amount of medicine to be given. Verbal consent is not accepted.

- The medicine is in the original container and properly labeled.
- The medicine is brought to the school clinic staff by the parent/guardian. School staff will not administer medications brought by students.
- Students are allowed to possess and use over-the-counter, topical sunscreen while on school property or at school- related events or activities

For the safety of ALL students:

- Students may not carry any medication on school grounds or the school bus. Exceptions will be made for asthma inhalers, Epi-pens, and diabetic supplies for students who have proper doctor permission on file in the clinic.
- Over-the-counter medication will not be stored in the school clinic for more than 10 days without a doctor's note.
- Over-the-counter medication will be given according to the package instructions for use unless a doctor prescription is provided to clinic staff. Note: Insect repellent is considered a nonprescription medication.
- Parent/guardian must pick up unused medication from clinic staff. Medication will not be sent home with the student.
- Any medication remaining in the clinic not picked up the parent/guardian will be destroyed after the end of the last day of classes.
- Vitamins, herbal supplements, or health food supplements will not be administered unless prescribed by a physician and required by the student's Individualized Education Plan or Section 504 plan of a student with disabilities.
- The school does not keep stock medications.

If medication must be taken during school hours, please follow the guidelines listed below:

- Medications ordered twice daily, the first dose should be given at home before the child leaves for school and the second after returning from school.
- Medications ordered three or four times daily, only the second dose will be given at school.
- Any Aspirin Products, Adult or extra strength over-the-counter medication, such as (Aspirin, Pepto-Bismol, Aleve, Advil, Excedrin, etc.) will not be given to students without a doctor's prescription.
- For all long-term medication a Bryan Independent School District Medication Administration Record must be completed by the student's parents and kept in the school clinic. These forms are available in the school clinic.
- Sample medication provided by a physician can be administered when the medication is accompanied by a written order for the medication from the student's health care provider AND written permission from the child's parent/guardian.

### ***Asthma Inhalers***

A student may possess and self-administer asthma inhalers on school property or at a school-related event with the following in place:

- The student has written permission from a parent/guardian *and* a physician or licensed health care provider.
- The physician statement (Asthma Action Plan) must be kept in the school clinic.
- The physician statement (Asthma Action Plan) is updated or revised within one year.
- Students who do not use their asthma medication for their own use and/or allow other students access to their medication will be subject to disciplinary action as specified in the Bryan ISD Student Code of Conduct.

***Unassigned Epinephrine Auto-Injectors***

Bryan ISD has authorized and trained individuals to administer an unassigned epinephrine auto-injector to a person who may be experiencing anaphylaxis.

***Unassigned Opioid Antagonist***

Bryan ISD has authorized and trained individuals to administer an unassigned opioid antagonist to a person who may be experiencing a drug overdose

***Psychotropic Drugs***

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

Teachers and other district employees may discuss a student’s academic progress or behavior with the student’s parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [For further information, see policies at FFAC.]

**NONDISCRIMINATION STATEMENT**

In its efforts to promote nondiscrimination and as required by law, Bryan ISD does not discriminate on the basis of race, color, national origin, gender identity, sexual orientation, home language, or disability in providing education services, activities, and programs, including CTE programs.

In accordance with Title IX, Bryan ISD does not and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX may be referred to the district’s Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

Bryan ISD has designated and authorized the following employees as the Title IX Coordinators to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based

harassment: (Campus Title IX Coordinators and Decision makers list below). Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH (LOCAL).

The following district representatives have been designated to coordinate compliance with these legal requirements:

- Title IX Coordinators, for concerns regarding discrimination on the basis of gender:  
Crystal Goodman, Executive Director of Student Leadership, or Dr. Brian Merrell, Executive Director of Student Leadership, 801 S. Ennis Street, Bryan, TX 77803, (979) 209-1075.
- ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability:  
Dr. Catherine George, Director of Special Education, 1201 Ridgedale Street, Bryan, TX 77803, (979) 209-2780
- Campus Title IX Coordinators and Decision Makers:

<b>Campus</b>	<b>Title IX Coordinator</b>	<b>Decision Maker</b>
Anson Jones Elementary	<b>Courtney Piatt</b> – Assistant Principal 979-209-3927 <a href="mailto:courtney.piatt@bryanisd.org">courtney.piatt@bryanisd.org</a>	Dr. Alma Velez – Principal 979-209-3900 <a href="mailto:alma.velez@bryanisd.org">alma.velez@bryanisd.org</a>
Bonham Elementary	<b>Tara Hunter</b> – Assistant Principal 979-209-1220 <a href="mailto:tara.hunter@bryanisd.org">tara.hunter@bryanisd.org</a>	Gloria Garcia-Rhodes - Principal 979-209-1200 <a href="mailto:gloria.garcia-rhodes@bryanisd.org">gloria.garcia-rhodes@bryanisd.org</a>
Bowen Elementary	Shelby Goodman – Assistant Principal 979-209-1319 <a href="mailto:shelby.goodman@bryanisd.org">shelby.goodman@bryanisd.org</a>	Kimberly Guess – Principal 979-209-1305 <a href="mailto:kimberly.guess@bryanisd.org">kimberly.guess@bryanisd.org</a>
Bryan Collegiate High School	Dana Bechuck – Associate Principal 979-209-2792 <a href="mailto:dana.bechuck@bryanisd.org">dana.bechuck@bryanisd.org</a>	Tommy Roberts – Principal 979-209-2793 <a href="mailto:tommy.roberts@bryanisd.org">tommy.roberts@bryanisd.org</a>
Bryan High School	De Gibson – Assistant Principal 979-209-2656 <a href="mailto:de.gibson@bryanisd.org">de.gibson@bryanisd.org</a>	Lane Buban – Principal 979-209-2442 <a href="mailto:lane.buban@bryanisd.org">lane.buban@bryanisd.org</a>
Crockett Elementary	Sonya Perez-Harrington – Assistant Principal 979-209-2962 <a href="mailto:sonya.perezharrington@bryanisd.org">sonya.perezharrington@bryanisd.org</a>	Debi Ehrhardt – Principal 979-209-2955 <a href="mailto:debra.ehrhardt@bryanisd.org">debra.ehrhardt@bryanisd.org</a>
Davila Middle School	Michael Gibson – Assistant Principal 979-209-7157 <a href="mailto:michael.gibson@bryanisd.org">michael.gibson@bryanisd.org</a>	Sara Rueda – Principal 979-209-7155 <a href="mailto:sara.rueda@bryanisd.org">sara.rueda@bryanisd.org</a>
Fannin Elementary	Hollie Guilbeau – Assistant Principal 979-209-3800 <a href="mailto:hollie.guilbeau@bryanisd.org">hollie.guilbeau@bryanisd.org</a>	Linda Taplette – Principal 979-209-3800 <a href="mailto:linda.taplette@bryanisd.org">linda.taplette@bryanisd.org</a>
Harvey Mitchell Elementary	<b>Sharyn Womble</b> – Assistant Principal 979-209-1421 <a href="mailto:sharyn.womble@bryanisd.org">sharyn.womble@bryanisd.org</a>	Shari Hedstrom – Principal 979-209-1405 <a href="mailto:shari.hedstrom@bryanisd.org">shari.hedstrom@bryanisd.org</a>
Henderson Elementary	<b>Diane Alderson</b> – Assistant Principal 979-209-1460 <a href="mailto:diane.alderson@bryanisd.org">diane.alderson@bryanisd.org</a>	Daniela Garza-Ramirez – Principal 979-209-1555 <a href="mailto:daniela.garza-ramirez@bryanisd.org">daniela.garza-ramirez@bryanisd.org</a>

Houston Elementary	Rhonda Elam – Assistant Principal 979-209-1360 <a href="mailto:rhonda.elam@bryanisd.org">rhonda.elam@bryanisd.org</a>	Mandy Wells – Principal 979-209-1360 <a href="mailto:mandy.wells@bryanisd.org">mandy.wells@bryanisd.org</a>
Jane Long Intermediate	Shori Grunkemeyer – Dean of Instruction 979-209-6569 <a href="mailto:shori.grunkemeyer@bryanisd.org">shori.grunkemeyer@bryanisd.org</a>	Dr. Desiree Caperton – Principal 979-209-6505 <a href="mailto:cody.satterfield@bryanisd.org">cody.satterfield@bryanisd.org</a>
Johnson Elementary	Laura DeLaRosa – Assistant Principal 979-209-1573 <a href="mailto:laura.delarosa@bryanisd.org">laura.delarosa@bryanisd.org</a>	Amy Thomman – Principal 979-209-1455 <a href="mailto:amy.thomman@bryanisd.org">amy.thomman@bryanisd.org</a>
Kemp-Carver Elementary	Tina Palasota – Assistant Principal 979-209-3757 <a href="mailto:tina.palasota@bryanisd.org">tina.palasota@bryanisd.org</a>	Alison Boggan – Principal 979-209-3755 <a href="mailto:alison.boggan@bryanisd.org">alison.boggan@bryanisd.org</a>
Mary Branch Elementary	<b>Julie Brenner</b> – Assistant Principal 979-209-2906 <a href="mailto:julie.brenner@bryanisd.org">julie.brenner@bryanisd.org</a>	Amy Bruner – Principal 979-209-2905 <a href="mailto:amy.bruner@bryanisd.org">amy.bruner@bryanisd.org</a>
MC Harris and JJC	Amanda Godfrey – Assistant Principal 979-209-2886 <a href="mailto:amanda.godfrey@bryanisd.org">amanda.godfrey@bryanisd.org</a>	Karen Kaspar – Principal 979-209-2812 <a href="mailto:karen.kaspar@bryanisd.org">karen.kaspar@bryanisd.org</a>
DAEP	William Thompson – Assistant Principal 979-209-2704 <a href="mailto:william.thompson@bryanisd.org">william.thompson@bryanisd.org</a>	Karen Kaspar – Principal 979-209-2812 <a href="mailto:karen.kaspar@bryanisd.org">karen.kaspar@bryanisd.org</a>
Navarro Elementary	Sarah Dean – Assistant Principal 979-209-1251 <a href="mailto:sarah.dean@bryanisd.org">sarah.dean@bryanisd.org</a>	Kathy Riley – Principal 979-209-1255 <a href="mailto:kathy.riley@bryanisd.org">kathy.riley@bryanisd.org</a>
Neal Elementary	Joni Bailey – Assistant Principal 979-209-3856 <a href="mailto:joni.bailey@bryanisd.org">joni.bailey@bryanisd.org</a>	Juanita Collins – Principal 979-209-3855 <a href="mailto:juanita.collins@bryanisd.org">juanita.collins@bryanisd.org</a>
<b>O.W. Sadberry Intermediate</b>	<b>Julie Brenner – Dean / Assistant Principal</b>	<b>Alfred Scott – Principal</b> 979-209- <a href="mailto:alfred.scott@bryanisd.org">alfred.scott@bryanisd.org</a>
Rudder High School	Ebony Davis – Associate Principal 979-209-7914 <a href="mailto:ebony.davis@bryanisd.org">ebony.davis@bryanisd.org</a>	Rachel Layton – Principal 979-209-7905 <a href="mailto:rachel.layton@bryanisd.org">rachel.layton@bryanisd.org</a>
Sam Rayburn Intermediate	<b>Crystal Drager</b> – Assistant Principal 979-209-6653 <a href="mailto:crystal.drager@bryanisd.org">crystal.drager@bryanisd.org</a>	Rebecca Ryberg – Principal 979-209-6600 <a href="mailto:rebecca.ryberg@bryanisd.org">rebecca.ryberg@bryanisd.org</a>
Stephen F. Austin Middle School	Amy Bay – Assistant Principal 979-209-6712 <a href="mailto:amy.bay@bryanisd.org">amy.bay@bryanisd.org</a>	Kimberly Giesenschlag – Principal 979-209-6705 <a href="mailto:kimberly.giesenschlag@bryanisd.org">kimberly.giesenschlag@bryanisd.org</a>
Sul Ross Elementary	<b>Angela Jackson</b> – Assistant Principal 979-209-1512 <a href="mailto:angela.jackson@bryanisd.org">angela.jackson@bryanisd.org</a>	Danielle Legg – Principal 979-209-1505 <a href="mailto:danielle.legg@bryanisd.org">danielle.legg@bryanisd.org</a>

[See policies FB (LOCAL) and FFH (LOCAL).]

## NONTRADITIONAL ACADEMIC PROGRAMS

### *Bryan Collegiate High School*

Bryan Collegiate High School is a Texas Education Agency designated Early College High School. At Bryan Collegiate High School, our mission is to provide students a supportive academic environment enabling all students to earn up to sixty college credit hours by their senior year and graduate on the distinguished achievement plan.

Our vision is that every student, especially those traditionally under-represented in higher education, receives a strong educational foundation and is prepared for success in a post-secondary environment. We believe that by working with families, higher education and community partners, students will not only succeed within our curriculum, but will form a strong personal vision as they develop into life-long learners.

BCHS is currently joined by a memorandum of understanding with two institutes of higher education: Blinn College and Texas A&M University. Both have committed time and resources to helping students at Bryan Collegiate become academically successful, earn college credit and successfully transition to an institute of higher education. Currently, students take all of their dual credit courses with Blinn College. Texas A&M provides tutors/mentors, and additional staff to help students enrolled at BCHS.

Admission to BCHS is by application only. Students may be admitted for either fall or spring semester enrollment (contact the campus for application deadlines). Entrance to BCHS is available only to students entering the ninth grade up to the eleventh grade. No students are able to enter BCHS during the twelfth grade year.

There is no cost to attend BCHS as BISSD and Blinn College cover the costs of college tuition and textbooks. However, students must provide their own transportation to and from school.

Since 2012, BCHS has annually been named as one of the Best High Schools in America by US News and World Report.

### ***Mary Catherine Harris School***

Mary Catherine Harris School – A school of choice is a secondary alternative high school program that serves Bryan ISD students who are at-risk of not completing their education. It is designed for students who are willing to concentrate on scholastic work in order to gain a diploma coupled with a strong focus on the students' vocational/career objectives. To be admitted to MC Harris School, students must make an application to their academic advisor which begins their high school committee's application review process. The referral process includes committee review of the student's grades, academic progress, TAKS/STAAR/EOC scores, attendance records, discipline records, an interview and student/parent meeting with the MC Harris School Principal or designee, verification that the pupil meets at least one of the state's at-risk criteria, and signed student/parent agreement to abide by the MC Harris School contract once accepted. Course completions, discipline, and attendance will be reviewed each six weeks to determine the appropriateness of continued enrollment at MC Harris School. Students entering MC Harris are expected to graduate from MC Harris. Students in grades 9-12 are scheduled into four hour uninterrupted instructional blocks of time (morning or afternoon) based on students' academic needs and seat availability in classes. Instruction is an on-line curriculum called Edgenuity that is aligned with district scope and sequence. Students do not advance in their courses until they demonstrate competency in each core content area (English, Math, Science, Social Studies) as determined by success on appropriate school and state assessments Transportation to MC Harris School is provided to eligible students.

For more information, contact, Dr. Karen Kaspar, MCHS Principal, at (979) 209-2832.

[See **Requirements for a Diploma.**]

## **ONLINE ACADEMIC RESOURCES**

In some cases, online academic resources are utilized in the classroom to help students succeed, to provide positive educational experiences, and to enhance the educational value of the district curriculum. Online academic resources are pre-screened and found to be safe and educationally sound sites that are appropriate to support the learning goals of the classroom. A list of the pre-screened online academic resources that may be utilized for instruction can be found at <https://portal.classlink.com/bryanisd>. During classroom use, these resources will be closely monitored by the classroom teacher. You may exercise your parental right to restrict your child from using any resources listed by contacting the campus principal in writing.

## **PARTIES (Elementary and Intermediate)**

Up to three classroom parties are allowed during the school year. These include a winter holiday party, Valentine's Day and a celebration day at the discretion of the principal. This is to protect class instructional time. Parents can help with these parties by volunteering through the PTO/PTA.

[Also see policy FFAF and **Birthday Treats/Classroom Celebrations**]

## **PHYSICAL RESTRAINT**

Any District employee may, within the scope of the employee's regular duties, use and apply physical restraint to a student if the employee reasonably believes restraint is necessary in order to:

- Protect a person, including the person using the physical restraint, from physical injury;
- Obtain possession of a weapon or other dangerous object;
- Protect property from serious damage;
- Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or impose disciplinary measures; or
- Restrain an irrational student.

[See policy FO (LOCAL) for more information.]

## **PLAGIARISM**

[See **Cheating**.]

## **PLEDGES OF ALLEGIANCE AND A MINUTE OF SILENCE**

Each school day, students will recite the Pledge of Allegiance to the United States flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Excusing a Student from Reciting the Pledges to the U.S. and Texas Flags**.]

State law requires that one minute of silence will follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others. In addition, state law requires

that each campus provide for the observance of one minute of silence at the beginning of the first class period when September 11 falls on a regular school day in remembrance of those who lost their lives on September 11, 2001 [See policy EC (LEGAL) for more information.]

## **PRAYER**

Each student has a right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt instructional or other activities of the school. The school will not encourage, require, or coerce a student to engage in or to refrain from such prayer or meditation during any school activity.

## **PROMOTION AND RETENTION**

A student will be promoted only on the basis of academic achievement or demonstrated proficiency in the subject matter of the course or grade level, the recommendation of the student's teacher, the score received on any criterion-referenced or state-mandated assessment, and any other necessary academic information as determined by the district. To earn credit in a course, a student must receive a grade of at least 70 based on course-level or grade-level standards.

In grades kindergarten–grade 2, promotion to the next grade level shall be based on demonstrated proficiency at or above grade level in core subject areas (reading, language arts, mathematics, science, and social studies) and on grade-level standards established in the Primary Reading Success Plan. Satisfactory progress in reading shall be evident in the student's reading level, state and district assessments, information from the student's classroom grades, and teacher recommendations based on daily work, portfolio, and anecdotal records.

In grades 3–6, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in language arts and mathematics.

In grades 7–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in language arts and mathematics and either science or social studies.

In grades 9-12, grade-level advancement shall be earned by course credits.

If a student in middle school is enrolled in a course that earns high school credit and for which an end-of-course (EOC) assessment is required, the student will be assessed on the EOC assessment in middle school. The EOC assessment may be used to fulfill the student's graduation requirements. As required in Title 19 of the Texas Administrative Code (TAC), §101.3011, students who have completed STAAR EOC assessments while in middle school must take either the ACT or the SAT once in high school to fulfill federal testing requirements.

[See **Standardized Testing.**]

Parents of a student in grades 3–8 who does not perform satisfactorily on the state exams will be notified that their child will participate in special instructional programs designed to improve performance. The student will be required to participate in this instruction before, during, or after normal school hours or outside of the normal school year.

[See policies at EIE.]

Certain students—some with disabilities and some with limited English proficiency—may be eligible for exemptions, accommodations, or deferred testing. For more information, see the principal, counselor, or special education director.

A Personal Graduation Plan (PGP) will be prepared for any student in a middle school or beyond who did not perform satisfactorily on a state-mandated assessment or is determined by the district as not likely to earn a high school diploma before the fifth school year following enrollment in grade 9. The PGP will be designed and implemented by a guidance counselor, teacher, or other staff member designated by the principal. The plan will, among other items, identify the student's educational goals, address the parent's educational expectations for the student, and outline an intensive instruction program for the student. [For additional information, see the principal and policy EIF (LEGAL).] For a student receiving special education services, the student's IEP may serve as the student's PGP and would therefore be developed by the student's ARD committee.

## **RELEASE OF STUDENTS FROM SCHOOL**

Because class time is important, doctor's appointments should be scheduled, if possible, at times when the student will not miss instructional time.

A student who will need to leave school during the day must bring a note from a parent that morning and follow the campus sign-out procedures before leaving the campus. Otherwise, a student will not be released from school at times other than at the end of the school day. Unless the principal has granted approval because of extenuating circumstances, a student will not regularly be released before the end of the instructional day. Students cannot be signed out 15 minutes prior to dismissal, unless they have an emergency.

Students are not authorized to leave campus during the regular school hours for any reason, except with the permission of the principal. Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

If a student becomes ill during the school day, the student should receive permission from the teacher before reporting to the school nurse. The nurse will decide whether or not the student should be sent home and will notify the student's parent.

## **REPORT CARDS / PROGRESS REPORTS AND CONFERENCES**

Report cards with each student's grades or performance and absences in each class or subject are issued to parents at least once every 6 weeks.

At the end of the first three weeks of a grading period, parents will be given a written progress report if their child's performance in any course for grades 6-12 and for grades K-5 in English language arts, mathematics, science, or social studies is near or below 70, or is below the expected level of performance. If the student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent will be requested to schedule a conference with the teacher of that class or subject. [See **Working Together** for how to schedule a conference.]

Teachers follow grading guidelines that have been approved by the superintendent pursuant to the board-adopted policy and are designed to reflect each student's relative mastery of each assignment for the grading period, semester, or course. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was

arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See policy EIA (LOCAL) and **Grading Guidelines** posted on the district's website.]

Questions about grade calculation should first be discussed with the teacher; if the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG (LOCAL).

The report card or unsatisfactory progress report will state whether tutorials are required for a student who receives a grade lower than 70 in a class or subject.

Report cards and unsatisfactory progress reports must be signed by the parent and returned to the school within 3 days.

## **RETALIATION**

[See **Dating Violence, Discrimination, Harassment, and Retaliation.**]

## **SAFETY**

Student safety on campus and at school-related events is a high priority of the district. Although the district has implemented safety procedures, the cooperation of students is essential to ensuring school safety. A student should:

- Avoid conduct that is likely to put the student or others at risk.
- Follow the behavioral standards in this handbook and the Student Code of Conduct, as well as any additional rules for behavior and safety set by the principal, teachers, or bus drivers.
- Remain alert to and promptly report to a teacher or the principal any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member. A student may make anonymous reports about safety concerns by the B-Safe app.
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

### ***Accident Insurance***

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

### ***Drills: Fire, Tornado, and Other Emergencies***

From time to time, students, teachers, and other district employees will participate in drills of emergency procedures. When the alarm is sounded, students should follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

Teachers will review the rules of safety with students. During a drill or actual emergency, a student's personal safety will depend on the way these instructions are carried out.

Exit routes are posted in all rooms at school. During a drill, students must leave the room promptly and quietly, leaving behind all books and other large items. All visitors must evacuate the building during a fire drill.

Students in grades 7–12 will annually be offered instruction on the use of bleeding control stations to respond to traumatic injury. For more information, see Homeland Security’s Stop the Bleed and Stop the Bleed Texas.

### ***Emergency Medical Treatment and Information***

If a student has a medical emergency at school or a school-related activity when the parent cannot be reached, the school may have to rely on previously provided written parental consent to obtain emergency medical treatment, and information about allergies to medications, foods, insect bites, etc. Therefore, parents are asked each year to complete an emergency care consent form. Parents should keep emergency care information up-to-date (name of doctor, emergency phone numbers, allergies, etc.). Please contact the school nurse to update any information that the nurse or the teacher needs to know.

### ***Emergency School-Closing Information***

Each year, parents are asked to complete an emergency release form to provide contact information in the event that school is dismissed early because of severe weather or another emergency.

### ***General Safety***

In walking to and from school, students should obey all traffic rules. Crossing guards may be provided for student safety at designated locations. If your school has safety patrols, listen to suggestions for your safety.

Students who bicycle to school must obey the same traffic rules that apply to automobiles. Ride in single file with traffic. Stop for lights and stop signs, signal for turns, and give pedestrians the right of way. Secure bicycles on campus with a lock, because the school cannot be responsible for lost or stolen bikes.

## **SAT, ACT, AND OTHER STANDARDIZED TESTS**

[See **Standardized Testing**.]

## **SCHOOL FACILITIES**

### ***Use by Students Before and After School***

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place. Unless the teacher or sponsor overseeing the activity gives permission, a student will not be permitted to go to another area of the building or campus.

After dismissal of school in the afternoon, and unless involved in an activity under the supervision of a teacher, students must leave campus immediately.

### ***Conduct Before and After School***

Teachers and administrators have full authority over student conduct at before- or after-school activities on district premises and at school-sponsored events off district premises, such as play rehearsals, club meetings, athletic practices, and special study groups or tutorials. Students are subject to the same rules of conduct that apply during the instructional day and will be subject to

consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

### ***Use of Hallways During Class Time***

Loitering or standing in the halls during class is not permitted. During class time, a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

### **Cafeteria Services (All Grade Levels)**

Bryan ISD School Nutrition Services is committed to excellence and to providing quality, nutritious meals and friendly service to all customers. The district participates in the United States Department of Agriculture (USDA) School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

All Bryan ISD School will participate in the Community Eligibility Provision (CEP) for school year 2023-24. This program provides healthy breakfasts and lunches each day at no charge for ALL students enrolled in the district during the 2023-24 school year. **Although free and reduced-price meal applications are not required this year to obtain a free meal, we are asking that each household complete a Family/Household Income Survey to ensure that our school district does not lose federal or state funding. Family/Household Income surveys will be available at each campus in the front office.**

### ***Student Meal Accounts***

School Nutrition Services (SNS) utilizes a computerized meal accounting system to track all meals and purchases. This system is accessed by secondary students when they scan their student id at the bar code reader located on the serving line or when elementary students enter their 4-5-digit personal identification number (PIN) in the keypad at the end of the serving line or when they scan their student id at the bar code reader. This meal accounting system debits the appropriate meal account for each purchase. Money in meal accounts may be used to purchase a second breakfast, second lunch, or ala carte items. All students, regardless of eligibility, are issued a PIN that can be utilized in the cafeteria. This PIN remains the same until the student graduates or leaves the district.

## **Meal Account Payments**

### ***Check, money order, or cash***

If possible, please send checks or money orders instead of cash to the cafeteria. BISD cannot be responsible for cash that is lost or misplaced. Checks should be made payable to BISD School Nutrition. Please include child's name, student id and phone number on the check or money order.

### ***On-line payment using a credit card***

~~Parents can visit our parent portal at <https://family.titank12.com/KFU9QB> for a safe and convenient way to pay online using a credit card. A convenience fee will be charged to cover the cost of maintaining the system and data. Parents may also view account balances, recent transactions, transfer money between student accounts, request a refund, set charge restrictions for~~

ala carte items, and receive email notifications of low account balance. Please check our website [www.bryanisd.org](http://www.bryanisd.org) for additional information regarding online payments, menus, etc. Parents may also download the Titan mobile app from the App store or Google Play.

***On-line payments/digital menus***

The district menus and meal payments platform, Titan Family Portal, has upgraded to LINQ Connect at LINQConnect.com if you use a browser, or you can visit your app store to find “LINQ Connect” available in the Apple Store or Google Play Store. No need to change your username or password if you were previously registered in Titan. All your information has been transferred to the new site for your convenience.

In LINQ Connect, parents can still set up one-time or recurring payments, view previous transactions, set spending limits, transfer funds between students, set low balance notifications, and more.

Here are some exciting upgrades to expect in the upgraded system:

- A simple, fresh look to allow for better accessibility
- An interactive dashboard to view all family members in one profile
- A resource center to access help guides

Streamlined menus require you to click less to do more

***Check Recovery Program***

Bryan ISD utilizes an outside service to collect payment on all checks returned for insufficient funds or checks returned unpaid. This company will charge a \$30.00 fee in addition to any fees charged by the bank.

***Meal Prices for 2023-24***

**Breakfast**

- All Enrolled Students (PK-12)                      No charge
- Adult/Visitor Breakfast                              ~~\$2.75~~ \$3.25

**Lunch**

- All Enrolled Students (PK-12)                      No charge
- Adult/Visitor Lunch                                    ~~\$4.50~~ \$4.75

***Lunch Meal Pricing***

Meals are priced as a unit and consist of 1 entrée, 2-3 servings of vegetables and/or fruits, 1 bread serving, and 1 milk. Any combination of 3-5 different items will be considered a lunch. As required by the Healthy Hunger-Free Kids Act of 2010, all students receiving a breakfast or lunch from the school cafeteria must have either a serving of fruit or vegetable on their tray. Ala carte prices will be charged if less than 3 or more than 5 items are selected. Menus may be viewed at the

[LINQ Connect app](#). or at [www.bryanisd.org](http://www.bryanisd.org). Students participating in the federal meal program receive their first meal at no charge, additional meals or ala carte items may be purchased at the set rate.

### ***Ala Carte Purchases***

Students may purchase ala carte items such as fruit juice, extra milk, second meals and snack items for an additional charge. If you wish to restrict or limit the amount of ala carte purchases, parents may do so through <https://family.titank12.com/KFU9QB> LINQ Connect app, or online at [LINQConnect.com](http://LINQConnect.com), or by contacting the Cafeteria Manager at the school.

### ***Meal Service Outside of Scheduled Breakfast and Lunch Service Times***

Students arriving after meal service has ended will be offered a meal; however, the meal components may vary based on the amount of time that has elapsed between the closure of meal service and the time the meal is requested. For example, if hot meal components are available the student may be offered the advertised menu. However, if the advertised menu is not available then the manager will provide the student with items that are on hand. For example, breakfast items may include cereal, graham crackers, fruit, juice, milk, while lunch may consist of a sandwich, vegetable, fruit, and milk.

Meal service times are determined by the campus principal.

### ***Special Dietary Needs (Food Allergies)***

~~All special dietary requests must be indicated by a medically licensed physician using the completed Bryan ISD School Nutrition Services Dietary Special Request 2022-2023 form before ANY food substitutions can be made. These forms are available at each campus in the school nurse's office. Diet start date will be determined individually based on the availability of food items required for the modified diet.~~

Any diet modifications must be requested by a licensed doctor/physician. If your child requires a special diet, please have your physician complete the required Bryan ISD School Nutrition Services Dietary Special Request Form. This form is available from the school nurse. No diet modifications will be made until the completed form is returned to Bryan ISD School Nutrition Services. Diet start date will be determined individually based on the availability of food items required for the modified diet. Please contact Catherine McCleskey, District Dietitian, at (979) 209-7053 with any questions regarding your child's diet modification.

[Also see **Food Allergies**]

### ***Library***

The library is a learning laboratory with books, computers, magazines, and other materials available for classroom assignments, projects, and reading or listening pleasure. Students may use the library as authorized and must wear I.D.s when using the facility.

Students must have BISD Electronic Communications Systems' acceptable use policy forms on file in order to use library network computers.

Library computers are to be used for school-related research and word processing. No games may be played.

### ***Meetings of Non-curriculum-Related Groups***

Student-organized, student-led non-curriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB (LOCAL).

### **School-sponsored Field Trips (All Grade Levels)**

The district periodically takes students on field trips for educational purposes.

A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage, and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation in a field trip to cover expenses such as transportation, admission, and meals; however, a student will not be denied participation because of financial need.

## **SEARCHES**

### ***District Property (all grade levels)***

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in district property.

Students are responsible for any item—found in district property provided to the student—that is prohibited by law, district policy, or the Student Code of Conduct.

### ***Searches in General***

In the interest of promoting student safety and attempting to ensure that schools are safe and drug free, district officials may from time to time conduct searches.

District officials may conduct searches of students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion, voluntary consent, or pursuant to district policy providing for suspicion-less security procedures, including the use of metal detectors.

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

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

### ***Telecommunications and Other Electronic Devices***

Use of district-owned equipment and its network systems is not private and will be monitored by the district.

[See policy CQ for more information.]

Any searches of personal telecommunications or other personal electronic devices will be conducted in accordance with law, and the device may be confiscated in order to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See policy FNF (LEGAL) for more information.]

### ***Vehicles on Campus (Secondary Grade Levels Only)***

Vehicles parked on school property are under the jurisdiction of the school and students are required to purchase a parking tag for \$20.00.

If a vehicle subject to search is locked, the student will be asked to unlock the vehicle. If the student refuses, the student's parent will be contacted. If a search is also refused by the student's parent, the district will turn the matter over to law enforcement. The district may, in certain circumstances, contact law enforcement even if permission to search is granted.

High school students who drive to and from school in personal vehicles must:

- Obtain and appropriately display a student parking permit;
- Park in a designated student parking area on campus;
- Adhere to individual school parking rules;

Failure to obtain the required permit and/or to park in an approved student parking area may result in the loss of driving and parking privileges and other appropriate disciplinary action.

The following must be presented when purchasing a permit:

- Valid driver's license
- Current student ID
- Proof of insurance
- Completed application

Sophomores, Juniors, and Seniors will be issued parking permits after application requirements are met. Freshmen may have a parking permit only after applying through the assistant principal. All student vehicles must display a valid parking permit as instructed. Students may purchase any number of permits – one permit per vehicle. Students are to park in lots designated for student use. Student parking will be designated for gated areas only. Students who must leave during the school day will be required to show valid documents to exit the parking lot. Cars parked in unauthorized areas will be booted and the cost to have the vehicle un-booted is \$25.00. Cars parked in unauthorized locations such as reserved spaces, handicapped spaces, or fire lanes may result in towing and/or citations.

Bryan ISD is not responsible for damage to vehicles or items in vehicles parked on campus at any time.

### ***Trained Dogs***

The district will use trained dogs to screen for concealed, prohibited items, including drugs and alcohol. Screenings conducted by trained dogs will not be announced in advanced. The dogs will not be used with students, but students may be asked to leave personal belongings in an area that is going to be screened such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

### ***Metal Detectors***

To maintain a safe and disciplined learning environment, the district reserves the right to subject students to metal detector searches when entering a district campus and at off-campus, school-sponsored activities.

### ***Drug-Testing***

The District requires that any student in grades 9–12 who chooses to participate in any school-sponsored extracurricular activities or school-sponsored organizations, or any student who wishes to park a vehicle on District property or who is participating in the voluntary drug-testing program be placed in a random drug-testing pool. A student participating in these activities shall be randomly tested for the presence of illegal drugs or alcohol throughout the school year. The purposes of the drug-testing program are to: prevent injury, illness, and harm resulting from the use of illegal drugs or alcohol; help enforce a drug-free educational environment; deter student use of illegal drugs or alcohol; and educate students regarding the harm caused by the use of illegal and performance-enhancing drugs or alcohol.

[See **Steroids**.]

## **SECRET SOCIETIES**

The School Board prohibits any fraternity, sorority, secret society, or gang defined by state law as any “organization composed wholly or in part of students of public primary or secondary schools that seeks to perpetuate itself by taking in additional members from the students enrolled in school on the basis of the decision of its membership rather than on the free choice of a student in the school who is qualified by the rules of the school to fill the special aims of the organization. The term does not include an agency for public welfare, including Boy Scouts, Hi-Y, Girl Reserves, DeMolay, Rainbow Girls, Pan-American Clubs, scholarship societies, or other similar educational organizations sponsored by state or national education authorities.” *Education Code 37.121(d)*

A person commits a Class C misdemeanor if the person:

- Is a member of, pledges to become a member of, joins, or solicits another person to join or pledge to become a member of a public school fraternity, sorority, secret society, or gang; or
- Is not enrolled in a public school and solicits another person to attend a meeting of a public school fraternity, sorority, secret society, or gang or a meeting at which membership in one of those groups is encouraged. *Education Code 37.121(a)(c)*

A person commits a felony if the person, with intent to coerce, induce, or solicit a child to actively participate in the activities of a criminal street gang, threatens the child with imminent bodily injury or causes the child bodily injury.

*Penal Code 22.015*

The Board or an educator shall recommend placing in a disciplinary alternative education program any student who commits the offenses described above. *Education Code 37.121(b)*

[For further information, see policy FNCC (LEGAL).]

## **SEXUAL HARASSMENT**

[See **Dating Violence, Discrimination, Harassment, and Retaliation.**]

## **SPECIAL PROGRAMS**

### ***Bilingual / ESL / Migrant Department***

The Bilingual / ESL / Migrant Department oversees the programs offered to students who require bilingual classes, English as a Second Language (ESL) classes, and/or need supplemental help because of migratory status.

Students who have a language other than English in their homes, and need help in learning English, are offered services in the bilingual or ESL programs. The goal of the bilingual education program is to enable ELS, in pre-kindergarten through sixth grade, to become competent in the comprehension, speaking, reading, and composition of the English language through the development of literacy and academic skills in their primary language and in English. The ESL program has the same goal, but pre-kindergarten through twelfth grade students become competent through the integrated use of second language methods. These programs emphasize the mastery of English language skills, as well as mathematics, science and social studies, as integral parts of the academic goals for all students to enable ELL students to participate equitably in school.

The Migrant Program serves students whose families have moved from one district to another seeking employment in the agricultural or fishing areas. Services offered through the Migrant Program are supplemental and are in addition to what is offered to children through the regular school program.

For additional information, contact Dr. Wanda Baker, Director of Bilingual/ESL/Migrant Education, at (979) 209-1024.

[See **Limited English Proficient Students.**]

### ***Dyslexia***

Bryan ISD provides a program for early identification, intervention and support for students with dyslexia and related disorders. The District will notify the parent or guardian of each student in kindergarten, first grade, or second grade that is determined, on the basis of reading instrument results, to be at risk for dyslexia or other reading difficulties. Students identified for dyslexia services will be provided services at their home campus. A student who has or is at risk for dyslexia or a related reading difficulty is eligible to participate in the Texas State Library and Archives Commission's Talking Book Program, which provides audiobooks free of charge to qualifying Texans with visual, physical, or reading disabilities. Call Dr. Leslie Holtkamp, Director of Curriculum and Instruction, at (979) 209-1032 for more information.

### *Special Education Services*

If a child is experiencing learning difficulties, the parent may contact Dr. Catherine George, Director of Special Education, at (979) 209-2780, to learn about the District's overall general education referral or screening system for support services. This system links student to a variety of support options, including referral for a special education evaluation or for a Section 504 evaluation to determine if the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

[See also **Aiding Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services** for more information.]

## STANDARDIZED TESTING

### *PSAT (Preliminary Scholastic Aptitude Test)*

Opportunities to take the Preliminary Scholastic Aptitude Test (PSAT) are offered during the freshman, sophomore and junior years. BISD pays the cost for all freshmen, sophomores and juniors to take the test. National Merit Scholar eligibility is based upon the student's junior PSAT score.

### *SAT/ACT (Scholastic Aptitude Test and American College Test)*

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. Students are encouraged to talk with the counselor early during their junior year to determine the appropriate exam to take; these exams are usually taken at the end of the junior year. Examination costs are set by ACT and College Board, with waivers available for students who meet the criteria.

### *STAAR (State of Texas Assessments of Academic Readiness)*

#### *Grades 3–8*

In addition to routine tests and other measures of achievement, students at certain grade levels will take state-mandated assessments, such as the STAAR, in the following subjects:

- Mathematics, annually in grades 3–8
- Reading/Language Arts, annually in grades 3–8
- Science in grades 5 and 8
- Social Studies in grade 8

For students receiving special education services, STAAR Alternate 2 will be available for eligible students, as determined by the student's ARD committee. **This particular STAAR assessment may have a different testing window than the general assessments.**

**Testing accommodations will be available for eligible students as determined by an ARD or 504 committee for students receiving special education services or receiving 504 services because they are identified as dyslexic. Accommodations will be available for eligible EB students as determined by the student's LPAC committee.**

A Spanish version of STAAR is available to students through grade 5 for students whom the LPAC determines eligible for this version of the test.

### ***End-of-Course (EOC) Assessments for Students in Grades 9–12***

Beginning with ninth graders in the 2011–2012 school year, satisfactory performance on the applicable end-of-course (EOC) assessments will be required for graduation and will also affect the plan under which the student may graduate.

The required EOC assessments are Algebra I, English I, English II, Biology, and United States History

There are three testing windows during the year in which a student may take an EOC assessment, which will occur during the fall, spring, and summer months.

For students receiving special education services, STAAR Alternate 2 will be available for eligible students, as determined by the student’s ARD committee. **This particular STAAR assessment may have a different testing window than the general assessments.** The ARD committee will determine whether successful performance on the assessments will be required for graduation.

Testing accommodations will be available for eligible students as determined by an ARD or 504 committee for students receiving special education services or receiving 504 services because they are identified as dyslexic. Accommodations will also be available for eligible EB students as determined by the student’s LPAC committee.

If a student in middle school is enrolled in a course that earns high school credit and for which an end-of-course (EOC) assessment is required, the student will be assessed on the EOC assessment in middle school. The EOC assessment may be used to fulfill the student’s graduation requirements. As required in Title 19 of the Texas Administrative Code (TAC), §101.3011, students who have completed STAAR EOC assessments while in middle school must take either the ACT or the SAT once in high school to fulfill federal testing requirements.

Also see **Course Credit, Grading Guidelines, and Graduation** for additional information.

[Also see **Graduation.**]

### ***TELPAS (Texas English Language Proficiency Assessment System)***

TELPAS is a state-mandated assessment that assesses the progress that EBs make in acquiring the English language.

EBs are assessed with an online English listening, speaking, and reading test in grades 2-12 and holistically scored in grades K-1. The writing domain is assessed holistically in grades 2 to 12.

For students receiving special education services, TELPAS Alternate will be available for eligible student’s grades 2-12, as determined by the student’s ARD committee. These students are only holistically rated.

### ***Texas Success Initiative Assessment (TSI) (Texas Higher Education Assessment)***

All students wishing to enroll in college level coursework must satisfy the requirements for the Texas Success Initiative (TSI) by taking the ACT, SAT, or TSIA2. These examinations measure student preparedness for college and career success. The new TSIA2 examination will provide information regarding how prepared a student is for college level work with a comprehensive

diagnostics and placement testing system. The examination is aligned to Texas College and Career Readiness Standards.

## **STEROIDS**

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for medical use only, and only a physician can prescribe use.

Bodybuilding, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

Students participating in UIL athletic competition may be subject to random steroid testing. More information on the UIL testing program may be found on the UIL website at <http://www.uil texas.org/health/steroid-information>.

## **STUDENTS IN PROTECTIVE CUSTODY OF THE STATE**

In an effort to provide educational stability, the district strives to assist any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care) with the enrollment and registration process, as well as other educational services throughout the student's enrollment in the district.

Please contact Meagan Meekma, Coordinator of Homeless Services, who has been designated as the district's foster care liaison, at 979-209-7042 with any questions.

[See also **Students in the Conservatorship of the State** for more information.]

## **STUDENTS WHO ARE HOMELESS**

A parent is encouraged to inform the district if the family is experiencing homelessness at (979) 209-7042. District staff can share resources that may be able to assist families.

For more information on services for students who are identified as experiencing homeless, contact the district's Homeless Education Liaison, at (979) 209-7040.

## **SUICIDE AWARENESS**

The district is committed to partnering with parents to support the healthy mental, emotional, and behavioral development of its students. If you are concerned about your child, please access the following Websites or contact the school counselor for more information related to suicide prevention and to find mental health services available in your area:

- <http://www.texassuicideprevention.org>
- <http://www.dshs.state.tx.us/mhservices-search/>

## **SUMMER SCHOOL**

For information about summer school programs, dates, and locations, please see the principal or the academic advisor.

## **SUPPLIES**

Each year the district publishes a list of school supplies students will need. Please do not bring items to school that are not on the list, unless the teacher requests you to do so. You may need to replenish supplies during the year. [See Appendix C.]

## **TARDINESS**

A student is tardy to class when a student is not in the classroom before the tardy bell rings. Repeated instances of tardiness may result in disciplinary action.

## **TEXTBOOKS, ELECTRONIC TEXTBOOKS, TECHNOLOGICAL EQUIPMENT, AND OTHER INSTRUCTIONAL MATERIALS**

Textbooks and other district-approved instructional materials are provided to students free of charge for each subject or class. Any books must be covered by the student, as directed by the teacher, and treated with care. Electronic textbooks and technological equipment may also be provided to students, depending on the course and course objectives.

If the district does not issue graphing calculators for a course requiring their use, a student may use a calculator application with the same functionality as a graphing calculator on a phone, laptop, tablet, or other computing device in place of a graphing calculator.

A student who is issued a damaged item should report the damage to the teacher. Any student failing to return an item in acceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage paid for by the parent; however, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

## **TRANSFERS**

Intra-district transfers are outlined in Board Policy FDB (LOCAL). Upon receipt of the electronic transfer application for an initial transfer request, or when considering a revocation of a student's transfer from one attendance zone to another, the following will be considered:

- Enrollment at sending and receiving schools.
- Dependability of parent transportation.
- Number of requests in a school year.
- Academic history.
- Attendance history, including late arrivals, early pickups and tardiness to classes.
- Discipline history.
- Previous attendance as a transfer student.
- Socioeconomic balance of the requested campus.
- Participation in extracurricular activity.
- Academic programs.

- Accuracy of the information submitted.
- Compliance with timelines established in campus handbooks.
- Compliance with UIL rules and regulations.
- Other criteria as noted on the transfer application.

Student transfer applications will be accepted online only beginning January 6, 2023 – February 10, 2023. The Executive Director of School Leadership will work with the transfer committee to review all transfer applications. After the transfer committee review the applications and consider the bulleted items above, they will approve or deny an application. Notice letters will be emailed prior to April 1, 2023.

The District does not provide transportation for an intra-district transfer.

[See **School Safety Transfers, Bullying, and Options and Requirements for Providing Assistance to Students Who Have Learning Difficulties or Who Need or May Need Special Education Services or Section 504 Services**, for other transfer options.]

## **TRANSPORTATION**

### ***School-Sponsored Trips***

Students who participate in school-sponsored trips are required to use transportation provided by the school to and from the event and are subject to the expectations detailed in the Student Code of Conduct. The principal, however, may make an exception if the parent makes a written request that the student be released to the parent or to another adult designated by the parent.

[See **School-sponsored Field Trips** for more information)

### ***Buses and Other School Vehicles***

The district makes school bus transportation available to all students living two or more miles from school and any students who are homeless. This service is provided at no cost to students. Bus routes and any subsequent changes are posted at the school and on the district’s website.

A parent may also designate a child-care facility or grandparent’s residence as the regular pickup and drop-off location for the child by completing a “Request for Transportation to & from a Designated Child Care Facility or Grandparent’s Residence” form and submitting it to the campus. The designated facility or residence must be at an approved stop on an approved route within the campus attendance zone. For information on bus routes and stops, you may contact Transportation Services at (979) 209-7130.

### ***Pre-Kindergarten Transportation***

Bryan ISD transportation requires that an adult or responsible family member be at the assigned bus stop to pick up their child. If there is no one present, the child will be returned to the assigned campus. If it is too late to return to the campus, the child will be taken to the Bryan ISD transportation center at 3000 Bonham Dr.

See the Student Code of Conduct for provisions regarding transportation to the DAEP.

Students are expected to assist district staff in ensuring that buses remain in good condition and that transportation is provided safely. When riding in district vehicles, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Students will follow the directions of the driver.
- Students should be at the bus stop a minimum of 10 minutes before the bus arrives, waiting in a safe place, clear of traffic and 10 feet from where the bus stops regardless of weather conditions.
- Students who are allowed to use the bus for transportation to another campus must remain at the bus stop and not enter any building unless directed by an administrator. If a student violates the student code of conduct while using district transportation, he/she may have all bus privileges temporarily suspended.
- **Never**, run after the bus if you miss your stop.
- Students will wait in an orderly line and avoid playing.
- Students will cross the roadway in front of the bus on signal from the driver after the bus has stopped, they have looked at the driver for a hand signal, and they have looked in both directions for traffic; left, right, left.
- Students will notify the driver if something is dropped and wait for the driver to give a signal before picking up the object.
- Students will go directly to their assigned seat when entering the bus. Keep the aisle and exits clear.
- Students will remain properly seated, back against the back of the seat, bottom against the bottom of the seat and keep hands and feet to themselves.
- Student shall wear seatbelt if the bus is equipped with one.
- Students will not eat, drink, chew gum, or bring tobacco, alcohol, drugs, or any controlled substances on the bus.
- Students will not carry animals, glass objects, nuisance items, hazardous materials, or weapons on the bus. Students may carry only objects that can be held on their laps (no large items such as plants, trees, balloons, flowers, and posters may be carried on the bus.)
- Students will refrain from using loud voices, profanity, vulgarity, and/or obscene gestures, and respect the rights and safety of others.
- Students will not extend head, arms, or objects out of the bus windows.
- Band instruments must be held in the student's lap or placed under the seat. No instruments may be placed in front of the exit door or in a seat needed for students. Buses cannot transport instruments larger than a trombone.
- Students whose riding privileges have been suspended should not attempt to board any school bus until the completion of the suspension.

- Personal cellular phones, compact disc or MP3 players with headphones, personal computers, mobile computing devices or other electronic devices may be used if it does not cause a disruption among students and these devices do not interfere with the school bus communications equipment or the school bus driver's operation of the school bus.
- Students shall be prohibited from using mirrors, lasers, flash cameras, or any other lights or reflective devices in a manner that might interfere with the school bus driver's operation of the school bus.
- Students shall be prohibited from acts of unruly behavior, physical violence, bullying as physical assault or battery, verbal assault and disrespectful conduct toward the school bus driver or other persons on the school bus.
- Students must provide an official bus pass signed by the campus principal giving permission to ride a different bus or get on or off the bus at a different bus stop location.
- Students will keep their bus clean and in good, safe condition. Students will be charged for any damage to the bus.
- Student misconduct at the bus stop or while utilizing transportation services may lead to suspension of riding privileges.

Texas Education Code, § 37.0022 provides the driver of a school bus to send a student to the principal's office to maintain effective discipline on the bus.

Bryan ISD does not allow any person (except students being transported or sponsors on field trips) to board a school bus without prior approval in accordance with Texas Education Code, § 37.126.

Misconduct will be punished in accordance with the Student Code of Conduct; bus-riding privileges may be suspended.

Video cameras may be used in District vehicles to promote compliance with the rules of conduct. Videotapes are protected student records subject to the provisions in Board policy FL (LOCAL)

## **TRESPASSING**

Trespassing on District property is defined as being on District property without permission, entering a building without a staff member present to supervise, or failing to leave after being told to do so. The campus school resource officer may issue a verbal or written trespass warning to a student. If the conditions of the warning are violated within the timeframe established, the student may be ticketed with trespass.

Students found on Bryan ISD property during a period of suspension or expulsion may be subject to arrest and charged with criminal trespass. Students assigned to in-school suspension or to an on-campus disciplinary alternative education program (DAEP) at the elementary level are prohibited from attending any school sponsored or school-related activities after school hours until the day after the period of their assignment ends.

Students assigned to the DAEP, for disciplinary reasons, are prohibited from returning to their home campuses or from attending any school-related extracurricular activities. By special permission, students may come on campus accompanied by their parent or guardian. In addition, the District may discipline any student who is trespassing on campus.

[See POLICY GKA (LEGAL) and TEC 37.105.]

## **VANDALISM**

The taxpayers of the community have made a sustained financial commitment for the construction and upkeep of school facilities. To ensure that school facilities can serve those for whom they are intended—both this year and for years to come—littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

## **VIDEO CAMERAS**

For safety purposes, video and audio recording equipment is used to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings routinely and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law a student who receives special education services, a staff member, or a board member, may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice before placing a video camera in a classroom or other setting in which your child receives special education services. For further information or to request the installation and operation of this equipment, speak directly with Dr. Catherine George, Director of Special Education at (979) 209-2780.

[See EHBAF (LOCAL).]

## **VISITORS TO THE SCHOOL**

### ***General Visitors***

Parents are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must first report to the principal's office and must comply with all applicable district policies and procedures. All visitors will be required to present a valid driver's license or state issued ID to the office staff upon entering a campus. Driver's licenses will be scanned through a web-based software application, and a photo ID badge will be printed upon successful scanning procedure. The photo ID badge must be worn for the duration of the campus visit.

Visits to individual classrooms during instructional time are permitted only with approval of the principal and teacher and only so long as their duration or frequency does not interfere with the delivery of instruction or disrupt the normal school environment. Small children will be permitted in the administrative offices only. No student shall be visited or released to a parent or contact person without proper ID.

Children of Bryan ISD students are not permitted to visit the parent(s) without prior approval from the campus principal.

All visitors are expected to demonstrate the highest standards of courtesy and conduct; disruptive behavior will not be permitted.

### ***Visitors Participating in Special Programs for Students***

On High School Career Day, the district invites representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

## **VOLUNTEERS IN PUBLIC SCHOOLS (VIPS)**

**Each Bryan ISD campus provides multiple opportunities to make a difference. The District is looking for dedicated, compassionate individuals who want to make a difference in the lives of our students.**

### **2-STEP VOLUNTEER APPLICATION PROCEDURE**

The two-step volunteer application process includes a background check and a personal information form. Both of these steps can *only* be completed online at <https://www.bryanisd.org/apps/pages/volunteers>

- ***STEP # 1 of 2: Background Check***

A background check is required of all people desiring to volunteer in Bryan ISD. Upon submission of personal information, applicants will receive an automatic email from 'Raptor System's' letting them know that their information was submitted correctly and is now in the system. In order to become eligible to volunteer, applicants must be **CLEARED** successfully. After the background check has been conducted, a second email will be generated to notify candidates of their status. Please make sure to **check your Spam folder** and add **Raptor Technologies** to your contacts to receive updates and have access to the Volunteer Portal. Please remember that being cleared does not guarantee a volunteer opportunity as these are determined by each school based on students' needs.

**Candidates who were previously CLEARED will need to re-submit their information annually within 30 days from the date they were originally CLEARED. An automatic reminder email will be generated each year within the 30-day expiration window.**

- ***STEP #2 of 2: Personal Information Form***

The second step of the process consists of a short personal information form. After submitting your information, **you will not** receive an automatic notification. Individuals are encouraged to contact each campus' volunteer coordinator unless they are part of a specific course coordinated by a college professor or certification program where placements have been confirmed by each individual campus **PRINCIPAL** or his designee.

### ***After Approval and Placement***

When reporting to volunteer, make sure to bring an acceptable form of ID, sign in at the front desk, and wear your **VOLUNTEER** name tag. These labels must be printed every time a volunteer reports at a Bryan ISD building and must be returned to the front office staff upon leaving the facility. Volunteers are encouraged to self-report hours using the Volunteer Portal.

*\*We will process all background checks and applications as soon as possible. For questions, please contact your campus' volunteer coordinator or university/program supervisor.*

## **WITHDRAWING FROM SCHOOL**

When a student under age 18 withdraws from school, the parent or guardian must submit a written request to the principal, specifying the reasons for withdrawal and the final day the student will be in attendance.

Withdrawal forms are available from the principal's office.

A copy of the withdrawal form will be given to the student, and a copy will be placed in the student's permanent record.

A student who is 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared.

## Glossary

**Accelerated instruction** is an intensive supplemental program designed to address the needs of an individual student in acquiring the knowledge and skills required at the designated grade level and/or as a result of a student not meeting the passing standard on a state-mandated assessment.

**ACT** refers to one of the two most frequently used college or university admissions exams: the American College Test. The test may be a requirement for admission to certain colleges or universities.

**ARD** is the admission, review, and dismissal committee convened for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and parents are members of the committee.

**Attendance review committee** is responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit lost because of absences.

**Cyberbullying** means bullying that is done through the use of electronic communication including the use of cellular or other type of telephone, a computer, a pager, a camera, electronic mail, instant messaging, text messaging, a social media application, internet website, or other internet-based communication tools.

**DAEP** stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

**EOC assessments** are end-of-course tests, which are state-mandated, and are part of the STAAR program. Successful performance on EOC assessments will be required for graduation beginning with students in grade 9 during the 2011–2012 school year. These exams will be given in English I, English II, Algebra I, Biology, and United States History.

**FERPA** refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

**IEP** is the written record of the individualized education program prepared by the ARD committee for a student with disabilities who is eligible for special education services. The IEP contains several parts, such as a statement of the student's present educational performance; a statement of measurable annual goals, with short-term objectives; the special education and related services and supplemental aids and services to be provided, and program modifications or support by school personnel; a statement regarding how the student's progress will be measured and how the parents will be kept informed; accommodations for state or district wide tests; whether successful completion of state-mandated assessments is required for graduation, etc.

**ISS** refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

**NCLB Act** is the federal No Child Left Behind Act of 2001.

**PGP** stands for Personal Graduation Plan, which is required for all students entering grade 9 and is required by state law for any student in middle school or higher who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

**RETALIATION** refers to the act of retaliating, or of returning like for like; retribution; now specifically, the return of evil for evil. The act of harming or threat to harm another.

**SAT** refers to one of the two most frequently used college or university admissions exams: the Scholastic Aptitude Test. The test may be a requirement for admissions to certain colleges or universities.

**SHAC** stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to assist the district in ensuring that local community values and health issues are reflected in the district's health education instruction.

**Section 504** is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

**STAAR** is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments, effective beginning with certain students for the 2011–2012 school year.

**STAAR Alternate 2** is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services that meet the participation requirements, as determined by the student's ARD committee.

**State-mandated assessments** are required of students at certain grade levels and in specified subjects. Successful performance ~~sometimes is a condition of promotion, and~~ end-of-course assessments, when applicable, is a condition of graduation. Students have multiple opportunities to take the tests if necessary for ~~promotion or~~ graduation.

**Student Code of Conduct** is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from the classroom or campus. It also sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP. It outlines conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

**TELPAS** stands for the Texas English Language Proficiency Assessment System, which assesses the progress that English learners make in learning the English language, and is administered for those who meet the participation requirements in kindergarten–grade 12.

**TELPAS Alternative** is an alternative state-mandated assessment designed for EL student's grades 2-12 with cognitive disabilities receiving special education services that meet participation requirements, as determined by the student's ARD committee.

**Trespassing** is the act of knowingly entering District property without permission. Such action is held to infringe upon a property owner's legal right to enjoy the benefits of ownership. Criminal

charges, which range from violation to felony, may be brought against someone who interferes with the District's legal property rights.

**TxVSN** is the Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public school districts. Qualified instructors teach courses, and courses are equivalent in rigor and scope to a course taught in a traditional classroom setting.

**UIL** refers to the University Interscholastic League, the statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.



## **Acceptable Use Guidelines for Technology Resources**

At Bryan ISD, technology is used as one way to further the educational mission, to provide positive educational experiences, and enhance the educational value of the district curriculum. Technology resources include, but are not limited to, laptops, desktops computers, mobile devices, tablets, electronic communication, and other emerging technologies.

### **Acceptable Use**

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Bryan ISD encourages its students and staff to use technology resources to promote academic excellence. All users are responsible for using district technology resources in a manner that supports the educational mission of the school district. Regardless of the resources used, there are expectations that must be followed by those who utilize these resources.

The following guidelines will apply to all users of the district's electronic information communications systems. All system activities, including but not limited to mail transmissions and password-protected systems, may be monitored as deemed appropriate to ensure proper use of the system. *Bryan ISD Policy CQ*

Disciplinary action may be taken for unacceptable use of technology resources including but not limited to the network or the Internet. The final decision regarding whether any given use of the network or the Internet is acceptable or unacceptable lies with the Superintendent or designee in consultation with the Executive Director of Technology Services or another entity or party designated by the Superintendent.

### **System Conduct**

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All district technology resources, including but not limited to district computers, communications systems and the Internet, must be used in support of education and academic research and must be used in a manner consistent with the educational mission and objectives of Bryan ISD. Electronic communications between employees and students, both inside and outside the district's network, will be limited to school-related business or matters that fall within the scope of the employee's professional responsibilities. Some limited personal use is permitted.

Limited personal use of the system shall be permitted if the use:

1. Imposes no tangible cost on the District
2. Does not unduly burden the District's computer or network resources

3. Has no adverse effect on an employee's job performance or on a student's academic performance.

### **Unacceptable System Conduct**

System users will not distribute personal information, pictures or videos of themselves or others by means of the electronic communications system other than as needed to conduct school operations. **The use of another person's user I.D. and/or password is strictly prohibited.** The individual in whose name a system account is issued will be responsible at all times for its proper use.

Federal law protects the privacy of a student while attending a public school. No video or photograph taken by a student in an academic setting can be published or disseminated by using the Internet or any other electronic means without the written permission of the student's parents unless the photograph or video is for a class project under the direct supervision of a teacher and is only published in the school building or the district intranet (internal network).

All users of BISD's computers and networks are expected to abide by the generally accepted rules of network etiquette, the Student Code of Conduct, Student Handbook, or Employee Handbook.

In addition, system users:

1. Will not gain unauthorized access to resources or information.
2. Will not use any means to disable or bypass the district's Internet filtering system or other security systems. Users may not create or join unauthorized wireless or wired networks to access or bypass the district's network resources. This includes, but is not limited to, connecting via another provider (3G/4G/LTE), establishing wireless access points, wireless routers, and open networks on personal devices.
3. Will not use an electronic device or computer to access, store, send, receive, or post on the Internet anything that is inappropriate or is harmful to an individual or groups or in violation of federal, state, or district regulations. This includes, but is not limited to:
  - Copyrighted material
  - Threatening, embarrassing, harassing, bullying or racist material
  - Any material that is likely to disrupt the learning environment
  - Material that is lewd, vulgar, sexually suggestive, obscene or pornographic
  - Material that contains profanity
  - Material that violates or promotes the violation of school rules
  - Material that violates district policies prohibiting harassment and bullying
  - Commercial material or product advertisements
  - Political lobbying
  - Illegal activities
4. Are expected to report harassment, threats, hate-speech and inappropriate content that violates this Unacceptable System Conduct policy to a teacher or administrator.

In order to protect and reserve bandwidth and other resources for educational use, users (including those who are in a school building before or after school) may not:

- install software without prior approval from Technology Services.
- store installers and applications in network storage.
- download or play interactive web games or access streaming media not directly related to an approved BISD curriculum.
- participate in real-time discussions on the network unless for academic or work related purposes.
- browse the Internet without a curriculum or work-related objective.
- print anything not required by the curriculum or job responsibilities.

### **Vandalism Prohibited**

Any intentional act by a system user that damages district technology hardware, software, operating systems, or data will be considered vandalism and will be subject to school rules and disciplinary procedures. Any intentional act that requires a person's time to repair, replace, or perform corrective work on district technologies or data is also considered vandalism.

Vandalism as defined above will result in the cancellation of system use privileges and will require restitution for costs associated with system restoration, as well as other appropriate consequences pursuant to Board policy and the Student Code of Conduct. Deliberate attempts to degrade or disrupt system performance are violations of district policy and administrative regulations and may constitute criminal activity under applicable state and federal laws.

### **Consequences of Misuse**

Misuse of personal or district technology resources while on or near school property, in school vehicles and at school-sponsored activities, as well as the use of district technology resources via off-campus remote access may result in disciplinary action.

The district may suspend or revoke a system user's access to the district's system upon an administrator's determination of a violation of district policy and/or administrative regulations regarding acceptable use.

Termination of a user's access will be effective on the date the principal or district coordinator receives a notice of student withdrawal or of revocation of system privileges.

A system user knowingly bringing prohibited materials into the school's electronic environment will be subject to suspension of access and/or revocation of privileges on the district's system and will be subject to disciplinary action in accordance with the Student Code of Conduct or Employee Handbook.

## **Disclaimer**

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Please note that the Internet is a network of many types of communication and information networks. It is possible that users may run across inaccurate or objectionable material. While Bryan ISD will use filtering technology to restrict access to such material, it is not possible to absolutely prevent such access. A user who accesses such material is expected to discontinue the access as quickly as possible and to report the incident to the appropriate supervisor.

The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether expressed or implied. The district does not warrant that the functions or services performed by, or that the information or software contained on, the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected.

Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not the district.

The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuses of the district's electronic communications system.

### **Parent Request to Restrict Internet**

A child's Internet access may be restricted by parent request. In order to exercise that right, a parent must contact the principal to schedule a meeting. In addition to meeting the child's principal, a parent will be required to write a statement reflecting these wishes restricting the child's use of the Internet at school.

### **Use of Personal Telecommunications or other Electronic Devices**

In addition to policy CQ, the following rules will apply to use of personal telecommunications and/or other electronic devices:

1. Connection of personal devices to the district network will be for the sole purpose of research, assessment, and/ or learning opportunities.
2. Students may utilize their devices in the classroom for educational purposes with prior approval from the teacher. Usage for instruction is up to the discretion of each individual teacher/administrator.
3. Students may utilize their personally owned electronic devices before school, after school, and during their designated lunch shift in accordance with the Acceptable Use Guidelines for Technology Resources.
4. Users will be limited to only the MIT (My Instructional Technology) wireless service that the district has provided, not the wired network.
5. Users may not create or join unauthorized wireless or wired networks to access or bypass the district's network resources. This includes, but is not limited to, connecting via another provider (3G/4G/LTE), establishing wireless access points, wireless routers, and open networks on personal devices.
6. Printing from personal technology will not be permitted at school.
7. The district's technology resources will not be used for commercial purposes.
8. When students are not using the devices for approved instructional purposes, the device must be silenced and put away.

9. The district is NOT responsible for:
  - any damages, injuries, or claims resulting from the use of technology,
  - stolen or damaged personal technology devices,
  - the maintenance or repair of any personal technology,
  - any cost incurred due to the use of personal technology for either texting or Internet usage charges that occur from the use of a student's personal device. It is the parent's responsibility to make sure their child understands the usage options that are available to them, such as the number of texts.
10. Any violation of the above guidelines may result in the loss of network and/or technology privileges as well as other disciplinary action(s) in accordance with the Student Code of Conduct.
11. The district reserves the right to disable all access to MIT wireless service at any time.





# **STUDENT CODE OF CONDUCT 2023-2024**

## ACKNOWLEDGMENT

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### *Student Code of Conduct & Student Handbook Electronic Distribution*

Dear Student and Parent:

In Bryan School District, we are committed to maintaining a safe and secure learning environment so that children can reach their full potential. As a result, and in accordance with Texas law, the Bryan Independent School District Board of Trustees has officially adopted the 2023-2024 Student Code of Conduct.

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

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

Sincerely,

Ginger Carrabine,  
Superintendent

## ACKNOWLEDGMENT

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### *Student Code of Conduct & Student Handbook Electronic Distribution*

We acknowledge that we have been offered the option to either receive a paper copy of the Bryan Independent School District Student Code of Conduct and Student Handbook for the 2023–2024 school year or to electronically access it on the district’s website. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code of Conduct.

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

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

Printed name of student: \_\_\_\_\_

Signature of student: \_\_\_\_\_

Printed name of parent: \_\_\_\_\_

Signature of parent: \_\_\_\_\_

Date: \_\_\_\_\_ School: \_\_\_\_\_ Grade level: \_\_\_\_\_

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

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# STUDENT CODE OF CONDUCT

## Purpose

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

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

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

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

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

**Please Note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws. Follow guidelines for disciplinary procedures, timelines and compliance with ARDs and 504 meetings.

## School District Authority and Jurisdiction

### Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district maintains a current list of the persons

serving as a campus behavior coordinator in the Student Handbook or on the district's website at [www.bryanisd.org](http://www.bryanisd.org).

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

The district has disciplinary authority over a student:

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

### **Threat Assessment and Safe and Supportive School Team**

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

### **Searches**

A student's clothing, personal property, electronic equipment, method of transportation, or school property used by the student (such as lockers or desks) may be searched when there is reasonable cause to believe the search will reveal articles or materials prohibited by the District. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. For more information about searches, please review the District's Student Handbook and local policy FNF.

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

### **School Resource Officers Roles and Responsibilities**

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

- The SRO will work in conjunction with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.
- The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.
- The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.
- The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.
- The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.
- The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.
- The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.
- The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.
- The SRO shall not act as a school disciplinarian or perform school administrative duties. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.
- The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.

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

## **Reporting Crimes**

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

## **Parent**

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

## **Revoking Transfers**

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

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

## **Participating in Graduation Activities**

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

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered

as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

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

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

### **Unauthorized Persons**

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

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

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

### **Standards for Student Conduct**

Each student is expected to:

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

## **General Conduct Violations**

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

### **Disregard for Authority**

Students shall not:

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

### **Mistreatment of Others**

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyber-bullying, harassment, or making hit lists. (See glossary for all three terms.)
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.

- Support or promote a student in the mistreatment of other (e.g., recording a fight, posting on social media, failing to report such behavior).

## **Property Offenses**

Students shall not:

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

## **Possession of Prohibited Items**

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon;
- An air gun or BB gun;
- Ammunition;
- A stun gun;
- A firearm
- A firearm silencer or suppressor
- A pocketknife, a location-restricted knife or any other small knife;
- Knuckles;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, vaporizers or smoking products;
- Electronic cigarettes and accessories;
- K2 or synthetic marijuana;
- Matches or a lighter;

- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. (For weapons and firearms see DAEP Placement and Expulsion.)
- Hemp-derived products and CBD based oil

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

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

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

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

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.

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

For additional information, please reference BISD policy CQ.

## **Safety Transgressions**

Students shall not:

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

## **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook.

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

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

## **Discipline Management Techniques**

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

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

## **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law shall prevail.

In accordance with the Education Code, a student who is enrolled in a special education program may not be disciplined for conduct meeting the definition of bullying, harassment, or making hit lists (see glossary) until an ARD committee meeting has been held to review the conduct. In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that Substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

A district may remove a special education student who violates the district's code of conduct from the current placement for not more than 10 cumulative school days, and for additional

removals of not more than 10 cumulative days in the same school year for separate incidents of misconduct (as long as those removals do not constitute a “change of placement” under 34 Code of Federal Regulations, §300. 536<sub>1</sub>). For disciplinary removals that amount to a change of placement a student’s admission, review, and dismissal (ARD) must determine whether the misconduct in question was manifestation of the student’s disability. However, a district may remove a special education student to an interim alternative education setting for not more than 45 school days without regard to whether the misconduct was manifested of the student’s disability if the misconduct involved weapons, drugs, or serious bodily injury.

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

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

## Techniques

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

- Verbal correction, oral or written
- Cooling-off time or “time-out”
- Seating changes within the classroom
- Peer mediation
- Restorative Practices
- PBIS (Positive Behavioral Interventions & Supports)
- Community Services
- Temporary confiscation of items that disrupt the educational process
- Rewards or demerits
- Behavioral contracts
- Counseling by teachers, counselors, or administrative personnel
- Parent-teacher conferences
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy
- Detention, including outside regular school hours
- Sending the student to the office or other assigned area, or to Discipline Management Classroom I (DMC I) and Discipline Management Classroom II (DMC II)
- Assignment of school duties such as community service

- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations
- Penalties identified in individual student organizations' extracurricular standards of behavior
- Withdrawal or restriction of bus privileges, except for students qualifying for special transportation
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code
- Placement in a DAEP, as specified in the DAEP section of this Code
- DAEP plan for drug intervention program, aggressive behaviors
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code
- Expulsion, as specified in the Expulsion section of this Code
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district
- Grade reduction for cheating, plagiarism, and as otherwise permitted by policy
- Other strategies and consequences as determined by school officials

## **Notification**

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

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

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

## **Transportation**

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

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

## **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher or campus administration, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG (LOCAL). A copy of the policy may be obtained from the principal's office or the central administration office or through Policy on-line at the following address:  
<http://www.bryanisd.org>.

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

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

## **Removal from the Regular Educational Setting**

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

### **Routine Referral**

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

### **Formal Removal**

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

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach class or with the student's classmates' ability to learn; or

2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

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

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

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

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

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

### **Returning Student to Classroom**

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

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

### **Out-of-School Suspension**

#### **Misconduct**

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

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

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

5. A student’s status in the conservatorship of DFPS; and
6. A student’s status as a student who is homeless

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

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

## **Process**

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

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

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

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

## **Disciplinary Alternative Education Program (DAEP) Placement**

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

For purposes of DAEP, elementary classification shall be kindergarten–grade 4 6 and secondary classification shall be grades 5 7–12.

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

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

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

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

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

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

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

#### **Misconduct Identified in State Law**

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

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

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

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

## **Mandatory Placement: Misconduct That Requires DAEP Placement**

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

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

## **Sexual Assault and Campus Assignments**

If a student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim’s parent or another

person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

## **Emergencies**

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

## **Process**

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

## **Conference**

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

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

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

## **Placement Order**

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

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

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

## **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the

time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework

### **Length of Placement**

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

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

The maximum period of DAEP placement shall be one calendar year except as provided below. The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

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

### **Exceeds One Year**

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

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

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

### **Exceeds School Year**

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

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

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

### **Exceeds 60 Days**

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

## **Appeals**

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

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

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

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

## **Restrictions during Placement**

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

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

Transportation for DAEP? Parent/guardian must provide transportation for any placements of K6 students; unless the student's ARD committee has determined that special transportation is necessary in order for the student to access their educational program.

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

## **Placement Review**

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

## **Additional Misconduct**

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

## **Notice of Criminal Proceedings**

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

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

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

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

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

### **Withdrawal during Process**

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

### **Newly Enrolled Students**

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

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

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

### **Emergency Placement Procedure**

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

### **Transition Services**

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

## **Placement and/or Expulsion for Certain Offenses**

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

### **Registered Sex Offenders**

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

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

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

### **Review Committee**

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

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

### **Newly Enrolled Student**

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

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference with the District Hearing Officer. The Executive Directors of School Leadership will serve as the District Hearing Officer and may be contacted at (979) 209-1075. The request for an appeal must be in writing and must be received by the District Hearing Officer within 3 days of the date of the placement order. The District Hearing Officer will schedule within 5 days a conference with the student and parent. Any decision of the District Hearing Officer under this section is

final and may not be appealed. Appeal letters may be mailed or delivered to: School Leadership Department, 801 South Ennis Street, Bryan, Texas 77803.

### **Certain Felonies**

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

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

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

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

### **Hearing and Required Findings**

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

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

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

## **Length of Placement**

The student is subject to the placement until:

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

## **Newly Enrolled Students**

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

## **Expulsion**

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

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

## **Discretionary Expulsion: Misconduct That May Result in Expulsion**

### **Any Location**

A student **may** be expelled for:

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

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

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

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

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

### **Within 300 Feet of School**

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)

- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Use, exhibition, or possession of a firearm (as defined by state law), an illegal knife, a club, or prohibited weapon, or possession of a firearm (as defined by federal law).

### **Property of Another District**

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

### **While in DAEP**

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

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

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

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

#### ***Under Federal Law***

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

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

### ***Under the Texas Penal Code***

Carrying on or about the student's person the following, as defined by the Texas Penal Code: A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored shooting sports competition, or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG (LEGAL).]

- A location restricted knife as defined by state law. (See glossary.)
- A club, as defined in state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See glossary.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or children.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

## **Under Age Ten**

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

## **Emergency**

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

## **Process**

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

## **Hearing**

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

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

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

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

## **Board Review of Expulsion**

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

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

The board shall hear statements made by the parties at the review and will base its decision on evidence reflected in the record and any statements made by the parties at the review. The board

shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

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

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

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

### **Length of Expulsion**

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

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

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

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

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

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

### **Withdrawal during Process**

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

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

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

## **Additional Misconduct**

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

## **Restrictions during Expulsion**

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

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

## **Newly Enrolled Students**

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

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

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

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

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

## **Emergency Expulsion Procedures**

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

## **DAEP Placement of Expelled Students**

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

## Transition Services

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

## Glossary

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

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

**Abuse** is improper or excessive use.

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

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

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

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

**Arson** is:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - 1) Knowing that it is within the limits of an incorporated city or town,
    - 2) Knowing that it is insured against damage or destruction,
    - 3) Knowing that it is subject to a mortgage or other security interest,
    - 4) Knowing that it is located on property belonging to another,
    - 5) Knowing that it has located within it property belonging to another, or

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

**Assault** is defined in part by Texas Penal Code 22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another.

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

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

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

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

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

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
  2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity;
- and

3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

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

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

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

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

**Controlled Substance:** Substances as defined in Chapter 481 of the Texas Health & Safety Code or 21 U.S.C § 801 et seq.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Cause action by an official or volunteer agency organized to deal with emergencies;

2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Fighting:** Two or more persons engaged in any mutual violent or physically aggressive contact toward each other such as scuffling, pushing, shoving, or hitting.

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

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

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

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

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

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Retaliation** means harming or threatening to harm another:

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

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

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

**Serious misbehavior** means:

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

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

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

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

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

**Sexual Harassment** means unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or conduct prohibited by District policy FFH or FNC that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student's performance; creates an intimidating,

threatening, hostile, or offensive educational environment; affects a student's ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student's educational opportunities.

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

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

**Telecommunications Device** is any type of device that:

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

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

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

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

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

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

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

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

<b>Student Handbook Changes</b>				
<b>Sections/Topics</b>	<b>Pg</b>	<b>Changes (Additions/Deletions) or Justifications</b>		
Parent and Family Engagement	17	DEIC met and evaluated the current policy and compared to the TEA provided self evaluation rubric and changes were made to reflect the decisions of the DEIC.		
Exemptions to Compulsory Attendance	36-37	Changes to reflect SB 68 - added 2 excused absences during Junior and Senior Year for Career Investigation day		
Cheating	47	Modified to include the use of artificial intelligence generated content as a student's original work as a form of plagiarism		
Food Allergies	73	Modifications made to reflect the need to contact the school nurse for food allergies and updated district contact information		
Unassigned Epinephrine Auto-Injector	82	Changes made to reflect SB 294 - added that Bryan ISD has authorized and trained individuals to administer an unassigned epinephrine auto-injector to a person who may be experiencing anaphylaxis.		
Unassigned Opioid Antagonist	83	Changes made to reflect SB 629 - added that Bryan ISD has authorized and trained individuals to administer an unassigned opioid antagonist to a person who may be experiencing a drug overdose.		
Title IX Coordinators	84-85	Changes made to reflect updated Title IX campus coordinators		
On-line payments/digital menus	92	Deletions-entire paragraph - removing online payment using a credit card Additions- highlighted in yellow - adding information for new parent portal to assess online payments and digital menus		
Meal Prices	93	Updates are highlighted in yellow to reflect changes in adult and visitor meal prices		
Lunch Meal Pricing	93	Changes highlighted in yellow to reflect new parent portal to view menus		
Ala Carte Purchases	94	Changes highlighted in yellow - reflecting parent access to new parent portal		
Special Dietary Needs (Food Allergies)	94	Changed paragraph-highlighted in yellow - reflecting required documentation for student diet modifications		
<b>Student Code of Conduct Changes</b>				
<b>Sections/Topics</b>	<b>Pg</b>	<b>Changes (Additions/Deletions)</b>		
Threat Assessment and Safe and Supportive School Team	8	Added in language to include campus Threat Assessment Teams based on HB 3		

9. Consider and Possible Action to Approve Amendment #1 to the Agreement for Limitation on Appraised Value with CertainTeed LLC (Formerly CertainTeed Holding Corporation) (#2042)

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**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

July 13, 2023

**AMENDED COMPLETENESS,  
CERTIFICATE & AGREEMENT  
APPROVAL**

Ginger Carrabine  
Superintendent  
Bryan Independent School District  
801 S. Ennis St.  
Bryan, TX 77803

Re: Amendment Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Bryan Independent School District and Certainteed Holding Corporation, Application 2042

Dear Superintendent Carrabine:

This application (Application 2042) was originally submitted on May 19, 2022, to the Bryan Independent School District (school district) by Certainteed Holding Corporation (applicant) for a limitation on appraised value under the provisions of Tax Code Chapter 313.<sup>1</sup> On August 30, 2022, the Comptroller issued written notice that the applicant submitted a completed application; and later issued a certificate for a limitation on appraised value on November 28, 2022. The applicant and school district executed an agreement for a limitation on appraised value (agreement) on December 15, 2022.

On March 16, 2023, the Comptroller received an amendment to the agreement to change the name from Certainteed Holding Corporation to Certainteed LLC and, subsequently, determined that it includes the information necessary to be determined as complete. This presents the Comptroller's review of that amendment per Section 10.2 of the agreement and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the Comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

**Determination required by 313.025(h)**

The information provided by the applicant related to eligibility has not changed and therefore, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

<sup>1</sup> All statutory references are to the Texas Tax Code, unless otherwise noted.

## Certificate decision required by 313.025(d)

### Determination required by 313.026(c)(1)

Based on the amended information provided by the applicant, the Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district's maintenance and operations *ad valorem tax* revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period.

### Determination required by 313.026(c)(2)

The Comptroller previously determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state.

Based on these determinations, the Comptroller approves changes to the certificate for a limitation on appraised value for the amendment.

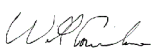
The Comptroller's review of the amended application and amended agreement assumes the accuracy and completeness of the statements in the amendment. If the amendment is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) and all amendments, executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This approval is no longer valid if the information presented in the amendment changes, or the amended limitation agreement does not conform to the amended application. Additionally, this approval is contingent on the school district approving and executing the amendment to the agreement **within a year from the date of this letter.**

This office has also been provided with the Amended Agreement for Limitation on Appraised Value. As requested, the amendment to the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1). Based on our review, this office concludes that the agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact John Villarreal, Manager, Data Analysis & Transparency, by email at john.villarreal@cpa.texas.gov or by phone toll-free at 1-800-531-5441, ext. 3-5241, or at 512-463-5241.

Sincerely,

DocuSigned by:  
  
8FDFC70F5753487...  
Will Counihan  
Director  
Data Analysis & Transparency

cc: Kevin O'Hanlon, O'Hanlon, Demerath & Castillo  
Mark Rayfield, Certain Teed LLC  
Keith Williams, Certain Teed LLC  
Leslie Rubin, Rubin Advisors Inc

### Amended Attachment A - Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of Certaineed Holding Corporation (project) applying to Bryan Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

**Table 1** is a summary of investment, employment and tax impact of Certaineed Holding Corporation.

	<b>Original</b>	<b>Amendment No. 1</b>
Applicant	Certaineed Holding Corporation	Certaineed LLC
Tax Code, 313.024 Eligibility Category	Manufacturing	Manufacturing
School District	Bryan ISD	Bryan ISD
2020-2021 Average Daily Attendance	14,620	14,620
County	Brazos	Brazos
Proposed Total Investment in District	\$175,000,000	\$175,000,000
Proposed Qualified Investment	\$105,000,000	\$105,000,000
Limitation Amount	\$30,000,000	\$30,000,000
Qualifying Time Period (Full Years)	2026-2027	2026-2027
Number of new qualifying jobs committed to by applicant	10	10
Number of new non-qualifying jobs estimated by applicant	120	120
Average weekly wage of qualifying jobs committed to by applicant	\$889	\$889
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$889	\$889
Minimum annual wage committed to by applicant for qualified jobs	\$46,242	\$46,242
Minimum weekly wage required for non-qualifying jobs	\$930.00	\$930.00
Minimum annual wage required for non-qualifying jobs	\$48,360	\$48,360
Investment per Qualifying Job	\$17,500,000	\$17,500,000
Estimated M&O levy without any limit (15 years)	\$17,717,687	\$17,717,687
Estimated M&O levy with Limitation (15 years)	\$9,828,665	\$9,828,665
Estimated gross M&O tax benefit (15 years)	\$7,889,022	\$7,889,022

**AMENDMENT NO. 1**  
**TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR**  
**SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**  
**BETWEEN BRYAN INDEPENDENT SCHOOL DISTRICT AND CERTAINTEED LLC**  
*(Comptroller Application No. 2042)*

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 1**”) is entered into by and between **BRYAN INDEPENDENT SCHOOL DISTRICT** (the “**District**”), a lawfully created independent school district of the State of Texas operating under and subject to the Texas Education Code, and **CERTAINTEED LLC**, Texas Taxpayer Identification Number 32072605804. The Applicant and the District may hereafter be referred together as the “**Parties**” and individually as a “**Party.**” Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

**WHEREAS**, on or about December 15, 2022, pursuant to Chapter 313 of the Texas Tax Code, after conducting a public hearing on the matter, the District made factual findings (the “**Findings of Fact**”), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated December 15, 2022, by and between the District and Applicant (the “**Agreement**”);

**WHEREAS**, on March 16, 2023, pursuant to Section 10.2 of the Agreement, the Applicant requested to change the definition of Applicant to CertainTeed LLC and the Texas Taxpayer ID to 32072605804.

**WHEREAS**, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this *Amendment No. 1*, and the Comptroller issued its notice of completeness, issued its amended certification, and approved the form of this *Amendment No. 1* on July 13, 2023; and

**WHEREAS**, on August 21, 2023, the Board of Trustees determined that this *Amendment No. 1* is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the Texas Tax Code, and hereby approves this *Amendment No. 1* and authorizes the Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement to the Applicant.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the undersigned Parties agree to amend the Agreement as follows:

1. **Amendments.** Section 1.1 of the Agreement is hereby amended to replace the definition of “Applicant” and substitute the following:

**A. Section 1.1 DEFINITIONS**

“*Applicant*” means CertainTeed LLC, (*Texas Taxpayer ID # 32072605804*), the entities listed in the Preamble of this Amendment No.1 and that is listed as the Applicant on the Application as of the Amended Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

2. **Effect.** Except as modified and amended by the terms of this *Amendment No. 1*, all of the terms, conditions, provisions and covenants of the Findings of Fact and Agreement are ratified and shall remain in full force and effect, and the Agreement and this *Amendment No. 1* shall be deemed to constitute a single instrument or document and the Findings of Fact and this *Amendment No. 1* shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this *Amendment No. 1* and the Agreement or this *Amendment No. 1* and the Findings of Fact; the terms of this *Amendment No. 1* shall prevail. A copy of this *Amendment No. 1* shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller’s internet website. A copy of this *Amendment No. 1* shall be recorded with the official Minutes of the meeting at which it has been approved on August 21, 2023.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this *Amendment No. 1*, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. **Counterparts.** This *Amendment No. 1* may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the District and Applicant have caused this *Amendment No. 1* to be executed and delivered by their duly authorized representatives on this 21st day of August, 2023.

**CERTAINTEED LLC**

**BRYAN  
INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
**DIRECTOR**

By: \_\_\_\_\_  
**PRESIDENT, BOARD OF TRUSTEES**

**ATTEST:**

By: \_\_\_\_\_  
**SECRETARY, BOARD OF TRUSTEES**

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: \_\_\_\_\_  
**VICE PRESIDENT, BOARD OF TRUSTEES**

10. Consideration and possible action on a Resolution and the Final Plat for the 95.29 acres owned by the District at F.M. 2818 (Harvey Mitchell Parkway) and F.M. 1688 (Leonard Road), said 95.29 acres described as Zeno Phillips League, A-45, Block 19, in Brazos County, Texas

295

**THE BOARD OF TRUSTEES OF THE  
BRYAN INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION ON FINAL PLAT  
OF THAT CERTAIN 95.29 ACRE TRACT  
At F.M. 2818 (Harvey Mitchell Parkway) and F.M. 1688 (Leonard Road)**

**WHEREAS**, pursuant to Texas Education Code, Section 11.151, the Board of Trustees of the Bryan Independent School District (“District”) is authorized to acquire and hold real property;

**WHEREAS**, the District’s Ruby Haliburton Auxiliary Complex (“the Complex”) is on a portion of that certain 95.29 acre tract located at F.M. 2818 (Harvey Mitchell Parkway) and F.M. 1688 (Leonard Road), also known as:

A portion out of 851 N. Harvey Mitchell Parkway, described as Zeno Phillips League, A-45, Block 19, Acres 95.29, in Brazos County, Texas.

**WHEREAS**, the Final Plat is for the entire 95.29 acres, which includes the Complex on Lot 2, along with what has been noted as Lot 1 and Lot 3;

**WHEREAS**, the City of Bryan requires a Final Plat for the entire 95.29 acres, as set forth at Exhibit A, in order for the City to issue of a Certificate of Occupancy for the Complex; and

***NOW, THEREFORE, BE IT RESOLVED:***

1. That the findings and recitals in this Resolution’s preamble are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board of Trustees approves of the Final Plat included as Exhibit A.
3. That the President of the Board of Trustees is authorized to execute the Final Plat in accordance with this Resolution.
4. That it is hereby found, determined, and declared that the meeting at which this Resolution was discussed, considered, and formally approved occurred at an open meeting to the public and after all required notice posting was issued in accordance with Chapter 551, Texas Government Code.

PASSED AND ADOPTED this 21<sup>st</sup> day of August, 2023.

By: \_\_\_\_\_  
Dr. Julie Harlin, President  
Board of Trustees of the  
Bryan Independent School District

**CERTIFICATE FOR RESOLUTION**

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Bryan Independent School District during a meeting on August 21, 2023. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

To certify which, witness my hand and the official seal of the District this 21<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
Dr. Julie Harlin, President  
Board of Trustees  
Bryan Independent School District

STATE OF TEXAS           §  
  §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

BEFORE ME, a Notary Public, on this day personally appeared Dr. Julie Harlin, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Bryan Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on August 21, 2023; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

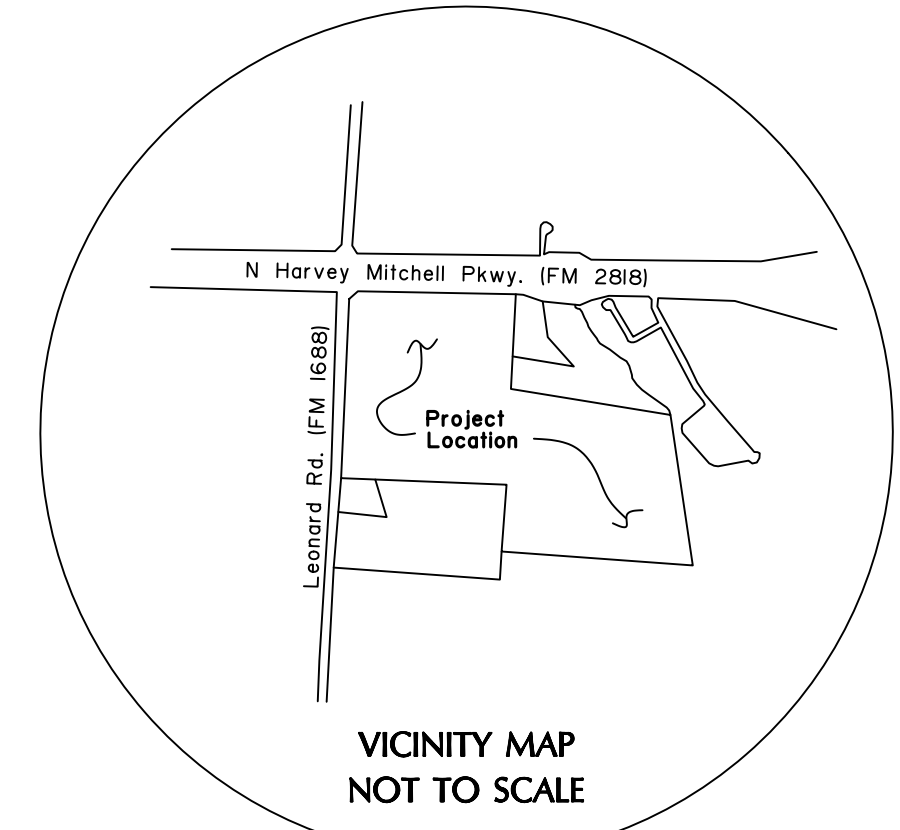
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
Notary Public, State of Texas

## **EXHIBIT A**

F.M. 2818  
284/177  
(Asphalt Pavement - 62' w.) Approx. 320' w. ROW

NOTES:  
NORTH ORIENTATION IS BASED ON ROTATING THE NORTHEAST LINE TO GRID NORTH NAD83 (CORS 2011) epoch 2010.00 AS DERIVED FROM GPS RTK OBSERVATIONS.  
THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT FROM AEGIELAND TITLE COMPANY AS SHOWN ON GF. NO. 51409 WITH AN EFFECTIVE DATE OF OCTOBER 11, 2021, AND ISSUED ON OCTOBER 12, 2021. ALL EASEMENTS SHOWN ARE BASED ON THIS COMMITMENT. STRONG SURVEYING, LLC DID NOT ENGAGE IN ANY EASEMENT RESEARCH.  
BEARINGS AND DISTANCES ARE CALL AND ACTUAL UNLESS OTHERWISE NOTED.  
PROPERTY IS CURRENTLY ZONED PD-M PER ORDINANCE NO. 2583 APPROVED BY CITY COUNCIL ON OCTOBER 11, 2022.  
ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48041C0195 E, MAP REVISED DATE OF MAY 16, 2012 AND REVISED TO REFLECT LOMR EFFECTIVE JULY 7, 2014, PART OF THIS PARENT TRACT OF 95.29 ACRES IS LOCATED WITHIN A 100-YEAR FLOOD HAZARD AREA.  
CONTOURS SHOWN ARE BASED ON AN ACTUAL ON THE GROUND SURVEY BASED ON CITY OF BRYAN MONUMENTATION.  
BUILDING SETBACKS SHALL MEET THE CITY OF BRYAN PD-M ORDINANCE REQUIREMENTS.  
● A 1/2" Iron Rod with Cap Set at all corners unless otherwise shown.  
Where electric facilities are installed, BTU has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, remove and replace said facilities upon, over, under, and across the property included in the PUE, and the right of ingress and egress on property adjacent to the PUE to access electric facilities.



10.94 Ac.  
LOT 1, BLOCK 1

36.55 Ac.  
LOT 2, BLOCK 1

Leonard Road F.M. 1688  
158/221  
(Asphalt Pavement)  
80' w. ROW

Bryan ISD  
Remainder of 95.29 Ac.  
(18014/1)

B-CS Brazos Club, Inc.  
Lot 1, Block A  
Discovery Subdivision  
Called 3.814 Ac.  
597/861

S & K Partners, LLC  
12.413 Ac.  
12555/240

LINE	BEARING	DISTANCE
L1	S 42°02'10" W	77.59'
L2	S 48°01'42" E	18.72'
L3	S 70°31'42" E	95.39'
L4	N 87°13'36" E	94.88'
L5	S 47°49'16" E	105.47'
L6	N 42°05'13" E	114.98'
L7	S 47°59'48" E	20.00'
L8	S 42°05'13" W	35.02'
L9	N 47°49'16" W	117.23'
L10	S 87°13'36" W	90.54'
L11	N 70°31'42" W	104.30'
L12	N 48°01'42" W	22.72'
L13	S 42°02'10" W	623.67'
L14	S 47°52'32" E	34.83'
L15	S 53°07'42" E	68.52'
L16	S 47°52'32" E	400.95'
L17	S 42°07'28" W	20.00'
L18	N 47°52'32" W	400.03'
L19	S 53°07'42" W	68.52'
L20	N 47°52'32" W	35.72'
L21	S 42°02'10" W	331.31'
L22	S 41°36'18" W	270.67'
L23	S 41°13'45" W	30.00'
L24	N 48°46'15" W	22.75'

FIELD NOTES  
95.29 ACRES  
VOLUME 18014, PAGE 1  
ZENO PHILLIPS LEAGUE, A - 45  
BRAZOS COUNTY, TEXAS

All that certain lot, tract or parcel of land being 95.29 acres situated in the ZENO PHILLIPS LEAGUE, Abstract No. 45, Brazos County, Texas and being all of a Called 95.29 acre tract as described in deed from Blinn College District to Bryan Independent School District, of record in Volume 18014, Page 1, Official Records of Brazos County, Texas, said 95.29 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod found in the southwest right-of-way line of FM 2818 as described in Volume 284, Page 177, Deed Records of Brazos County, Texas for an east corner, said corner being the most northerly east corner of said Called 95.29 acre tract, said corner being the north corner of Lot 1, Block "A", Discovery Subdivision as described in Volume 597, Page 861, Deed Records of Brazos County, Texas;

THENCE S 41° 36' 18" W, along the southeast line of said 95.29 acre tract and the northwest line of said Called Lot 1, Block "A", Discovery Subdivision at a distance of 520.12 feet passing the most westerly corner of said Lot 1, Block "A" and a north corner of the S & K Partners, LLC Called 12.413 Acre Tract as described in Volume 12555, Page 240, Official Records of Brazos County, Texas, and continuing along the southeast line of said 95.29 acre tract and the northwest line of said Called 12.413 Acre Tract a total distance of 791.97 feet to an Old Iron Pipe found for an interior corner, said corner being the most westerly corner of said Called 12.413 Acre Tract;

THENCE S 41° 26' 54" E, along a northeast line of said Called 95.29 Acre Tract and the southwest line of said Called 12.413 Acre Tract a distance of 1343.28 feet to a 1/2" Iron Rod with Cap found for the most southerly corner, said corner being the most southerly corner of said Called 12.413 Acre Tract, said point being located in the northwest line of Rock Hollow Subdivision as described in Volume 3506, Page 347, Official Records of Brazos County, Texas;

THENCE S 30° 04' 04" W, along the southeast line of said 95.29 Acre Tract and the northwest line of said Rock Hollow Subdivision and Carriage Hills Subdivision, Phase One as described in Volume 2718, Page 168, Official Records of Brazos County, Texas, respectively a distance of 1280.04 feet to a 1/2" Iron Rod with Cap found for the most southerly corner, said corner being the most easterly corner of the Wesley F. Honza, Jr. Called 108.02 acre tract as described in Volume 2171, Page 47, Official Records of Brazos County, Texas;

THENCE N 47° 27' 44" W, along the southwest line of said 95.29 Acre Tract and the northwest line of said Called 108.02 Acre Tract a distance of 1597.00 feet to a 1/2" Iron Rod with Cap found for a west corner, said corner being a northerly corner of said Called 108.02 Acre Tract, said corner being located in the southeast line of the Jason Seymour Called 22.67 Acre Tract as described in Volume 1104, Page 74, Official Records of Brazos County, Texas, a Rock Found for an interior corner of said Called 108.02 Acre Tract bears S 42° 05' 53" W a distance of 200.00 feet;

THENCE N 42° 05' 53" E, along a northwest line of said 95.29 Acre Tract and the southeast line of said Called 22.67 Acre Tract a distance of 583.83 feet to a 1/2" Iron Rod found for an interior corner, said corner being the most easterly corner of said Called 22.67 acre tract;

THENCE N 49° 03' 59" W, along a southeast line of said 95.29 Acre Tract and the northeast line of said Called 22.67 acre tract a distance of 1406.87 feet to a 1/2" Iron Rod found for the most westerly corner, said corner being located in the southeast right-of-way line of FM 1688 (Leonard Road) as described in Volume 158, page 221, Deed Records of Brazos County, Texas;

THENCE N 42° 02' 10" E, along the northwest line of said 95.29 Acre Tract and the southeast right-of-way line of said FM 1688 a distance of 1516.23 feet to a 1/2" Iron Rod found for angle point;

THENCE S 89° 28' 46" E, continuing along the southerly right-of-way line of said FM 1688 a distance of 96.36 feet to a 1/2" Iron Rod found for angle point, said corner being located at the intersection of the southerly right-of-way line of said FM 1688 and the southwest right-of-way line of said FM 2818;

THENCE S 49° 56' 28" E, along the northeast line of said 95.29 Acre Tract and the southwest right-of-way line of said FM 2818 a distance of 1326.15 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 95.29 ACRES OF LAND MORE OR LESS, according to a survey performed during the month of November 2014, and Updated on December 1, 2021 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the northeast line to Grid North NAD83 (2011) epoch 2010.00 by utilizing GPS Methods.

# FINAL PLAT OF LOT 1-3, BLOCK 1 BRYAN INDEPENDENT SCHOOL DISTRICT 95.29 ACRES OUT OF THE BRYAN ISD 95.29 ACRE TRACT VOLUME 18014, PAGE 1 ZENO PHILLIPS LEAGUE, A - 45 BRYAN, BRAZOS COUNTY, TEXAS

SCALE 1" = 100' NOVEMBER 21, 2022  
REVISED AUGUST 15, 2023  
SHEET ONE OF TWO

OWNER:  
Bryan Independent School District  
801 South Ennis  
Bryan, Tx. 77803  
Phone No. 979-209-1137  
Contact: Mr. Paul Buckner  
Director of Construction and Energy Management

**STRONG SURVEYING, LLC**  
FIRM No. 10093500  
1722 Broadmoor, Suite 105  
Bryan, Texas 77802  
Phone: (979) 776-9836  
Fax: (979) 731-0096  
email: curtis@strongsurveying.com

Certification by the county clerk  
STATE OF TEXAS  
COUNTY OF BRAZOS

I, \_\_\_\_\_, County Clerk in and for said County, do hereby certify that this plat together with its certificates of authentication was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Official Records of Brazos County in Volume \_\_\_\_\_, Page \_\_\_\_\_.

Approval of the city planner.  
I, \_\_\_\_\_, the undersigned, City Planner and/or designated Secretary of the Planning and Zoning Commission of the City of Bryan, hereby certify that this plat is in compliance with the appropriate codes and ordinances of the City of Bryan and was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Planner, Bryan, Texas

I, (We), Bryan Independent School District, the owner(s) and developer(s) of the land shown on this plat, being part of the tract of land as conveyed to me (us, it) in the Official Records of Brazos County in Volume 18014, Page 1, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places hereon shown for the purposes identified.

Bryan ISD - President, Board of Trustees

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purpose stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, Brazos County, Texas

298 NOTARY SEAL

Certification of the surveyor  
STATE OF TEXAS  
COUNTY OF BRAZOS

I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961 in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed or found under my supervision on the ground, and that the metes and bounds describing said subdivision will describe a closed geometric form.

H. Curtis Strong RPLS No. 4961

Approval of the planning and zoning commission  
I, \_\_\_\_\_, Chair of the Planning and Zoning Commission of the City of Bryan, State of Texas, hereby certify that the attached plat was duly filed for approval with the Planning and Zoning Commission of the City of Bryan on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and same was duly approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by said Commission.

Chair, Planning & Zoning Commission, Bryan, Texas

Approval of the city engineer

I, \_\_\_\_\_, the undersigned, City Engineer of the City of Bryan, hereby certify that this plat is in compliance with the appropriate codes and ordinances of the City of Bryan and was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Engineer, Bryan, Texas

Kelly Renee Weido  
Called 2.345 Ac.  
16494/32

Jason R. Seymour  
Called 22.67 Ac.  
11104/74

Fnd. 1/2" Iron Rod  
Certificate of Ownership and Dedication

STATE OF TEXAS  
COUNTY OF BRAZOS

Fnd. 1/2" Iron Rod  
Fnd. 1/2" Iron Rod

Fnd. 1/2" Iron Rod  
P.O.B.

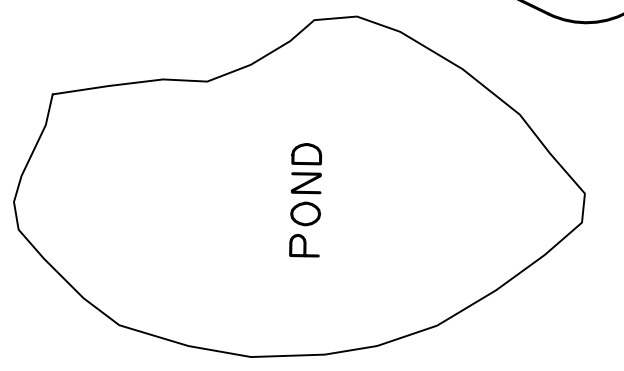
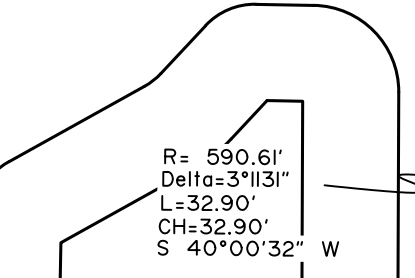
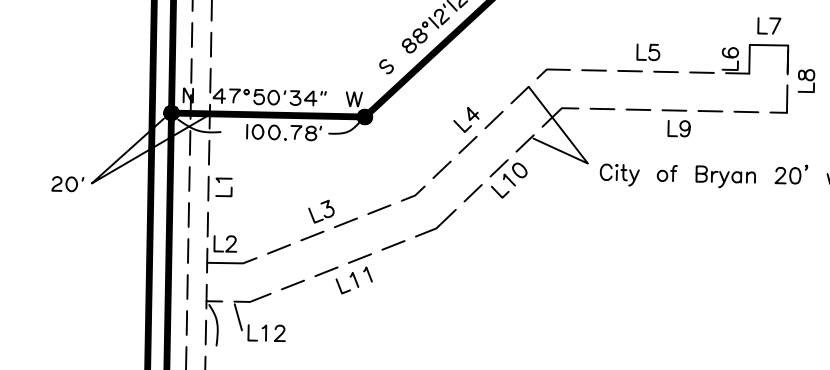
Fnd. Old Iron Pipe

R= 550.61'  
Delta=3°11'31"  
L=32.90'  
Ch=32.90'  
S 40°00'32" W

R= 670.61'  
Delta=3°11'31"  
L=37.36'  
Ch=37.35'  
S 40°00'32" W

R= 720.07'  
Delta=2°48'58"  
L=35.39'  
Ch=35.39'  
S 39°49'16" W

R= 640.07'  
Delta=2°48'58"  
L=31.46'  
Ch=31.46'  
S 39°49'16" W



PROPOSED VIVA ROAD  
80' wide ROW - 2.94 Ac.

MATCHLINE SHEET 1  
MATCHLINE SHEET 2

10.00'

N 49°03'59" W 1406.87'

80.01'

S 49°03'59" E 2.93'

S 89°28'46" E - 83.00'

10' wide ROW  
0.35 Ac.

10.94 Ac.  
LOT 1, BLOCK 1

36.55 Ac.  
LOT 2, BLOCK 1

S 41°13'45" W 109.72'

N 41°13'45" E 459.86'

S 41°13'45" W 461.50'

N 41°13'45" W 380.14'

S 41°13'45" W 380.14'

S 41°13'45" W 109.72'

S 38°24'47" W 350.39'

S 41°13'45" W 718.93'

N 41°36'18" W 791.97'

S 41°36'18" W 718.93'

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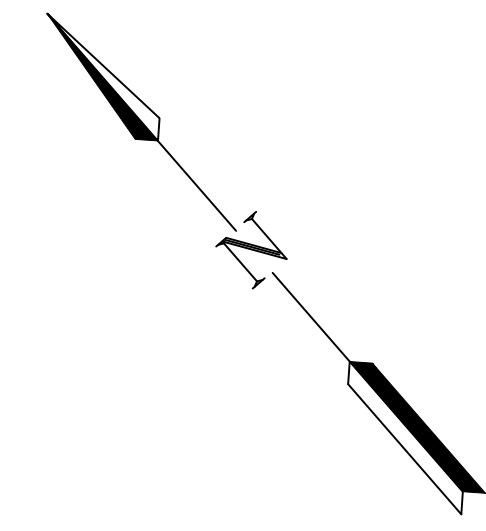
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 THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT FROM AGGIELAND TITLE COMPANY AS SHOWN ON GP. NO. 51409 WITH AN EFFECTIVE DATE OF OCTOBER 11, 2021, AND ISSUED ON OCTOBER 12, 2021. ALL EASEMENTS SHOWN ARE BASED ON THIS COMMITMENT. STRONG SURVEYING, LLC DID NOT ENGAGE IN ANY EASEMENT RESEARCH.

BEARINGS AND DISTANCES ARE CALL AND ACTUAL UNLESS OTHERWISE NOTED.  
 PROPERTY IS CURRENTLY ZONED PD-M PER ORDINANCE NO. 2583 APPROVED BY CITY COUNCIL ON OCTOBER 11, 2022.

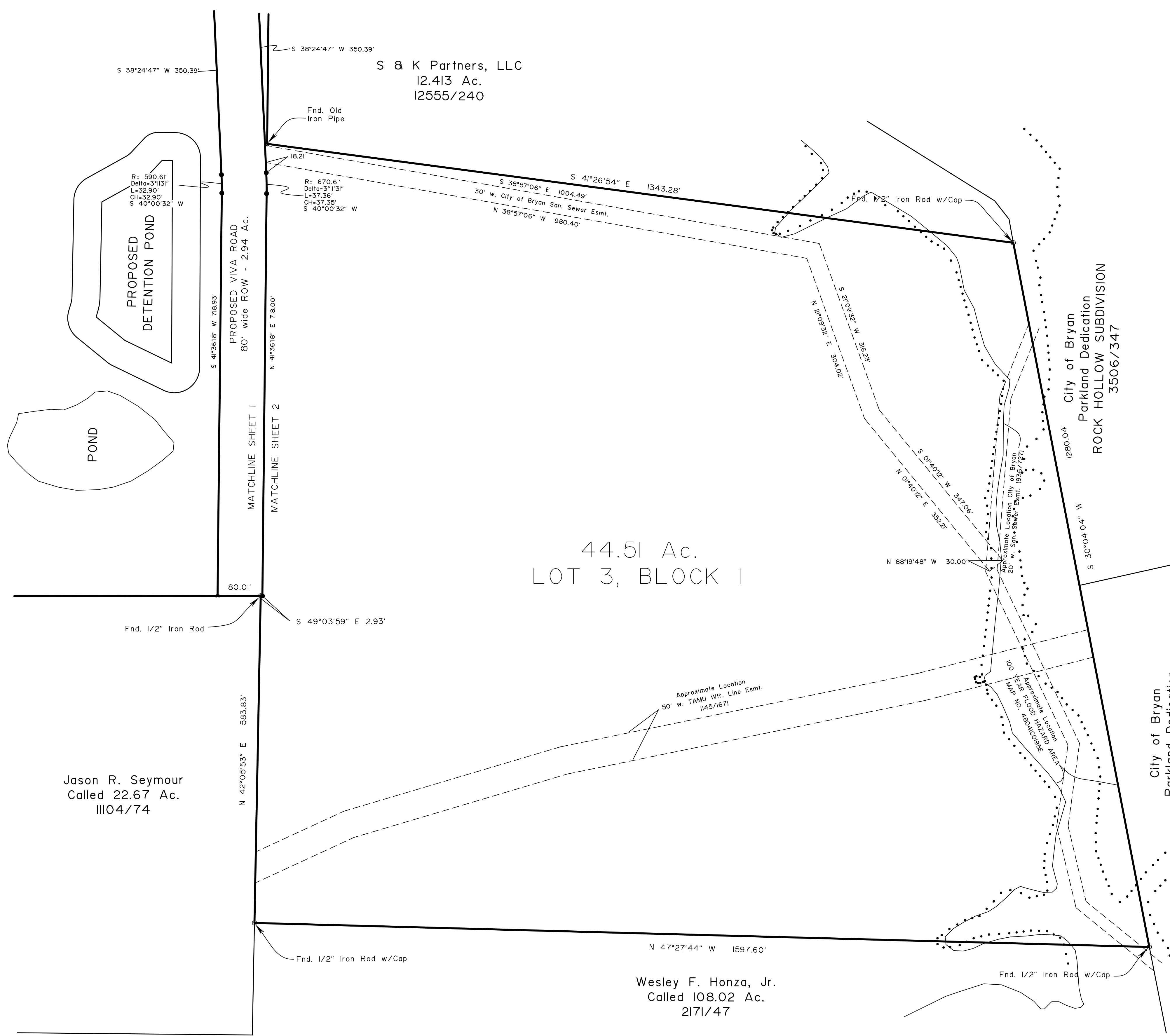
ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 4804IC0195 E, MAP REVISED DATE OF MAY 16, 2012 AND REVISED TO REFLECT LOMR EFFECTIVE JULY 7, 2014, PART OF THIS PARENT TRACT OF 95.29 ACRES IS LOCATED WITHIN A 100-YEAR FLOOD HAZARD AREA.

CONTOURS SHOWN ARE BASED ON AN ACTUAL ON THE GROUND SURVEY BASED ON CITY OF BRYAN MONUMENTATION.

BUILDING SETBACKS SHALL MEET THE CITY OF BRYAN PD-M ORDINANCE REQUIREMENTS.

• A 1/2" Iron Rod with Cap Set at all corners unless otherwise shown.

Where electric facilities are installed, BTU has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, remove and replace said facilities upon, over, under, and across the property included in the PUE, and the right of ingress and egress on property adjacent to the PUE to access electric facilities.



44.51 Ac.  
 LOT 3, BLOCK 1

Jason R. Seymour  
 Called 22.67 Ac.  
 11104/74

Wesley F. Honza, Jr.  
 Called 108.02 Ac.  
 2171/47

S & K Partners, LLC  
 12.413 Ac.  
 12555/240

**FINAL PLAT  
 OF  
 LOT 1-3, BLOCK 1  
 BRYAN INDEPENDENT  
 SCHOOL DISTRICT  
 95.29 ACRES  
 OUT OF THE BRYAN ISD  
 95.29 ACRE TRACT  
 VOLUME 18014, PAGE 1  
 ZENO PHILLIPS LEAGUE, A - 45  
 BRYAN, BRAZOS COUNTY, TEXAS**

SCALE 1" = 100' NOVEMBER 21, 2022  
 REVISED AUGUST 15, 2023  
 SHEET TWO OF TWO

OWNER:  
 Bryan Independent School District  
 801 South Ennis  
 Bryan, Tx. 77803  
 Phone No. 979-209-1137  
 Contact: Mr. Paul Buckner  
 Director of Construction and Energy Management

**STRONG SURVEYING, LLC**  
 1722 Broadmoor, Suite 105  
 Bryan, Texas 77802  
 Phone: (979) 776-9836  
 Fax: (979) 731-0096  
 email: curtis@strongsurveying.com  
 FIRM No. 10093500

**ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA**

**Business Services**

1. Consider Approval of the Budget for the Year Ending August 31, 2024, 301  
for the General Fund, Debt Service Fund and Food Service Fund

**BRYAN INDEPENDENT SCHOOL DISTRICT**

**2023-24 PROPOSED BUDGET**

**August 21, 2023**

**BOARD OF TRUSTEES**

Dr. Julie Harlin, President  
Dr. Deidra Davis, Vice President  
Felicia Benford, Secretary

Mark McCall, Member  
David Stasny, Member  
Ruthie Waller, Member  
Leo Gonzalez, Member

**ADMINISTRATION**

Ginger Carrabine, Superintendent of Schools  
Dr. Barbara Ybarra, Associate Superintendent of Teaching & Learning  
Kevin Beesaw, Assistant Superintendent of Business Services  
Carol Cune, Assistant Superintendent of Human Resources

**Bryan Independent School District  
Proposed Summary of Budgeted Funds  
For the Year Ending August 31, 2024**

	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Food Services</b>	<b>08/31/24 Totals</b>
<b>Revenues:</b>				
Local and Intermediate Sources	\$ 94,022,000	\$ 35,587,187	\$ 545,000	\$ 130,154,187
State Programs	69,121,000	175,000	45,000	69,341,000
Federal Programs	2,610,000	0	11,650,000	14,260,000
<b>Total Revenues</b>	<b>\$ 165,753,000</b>	<b>\$ 35,762,187</b>	<b>\$ 12,240,000</b>	<b>\$ 213,755,187</b>
<b>Expenditures:</b>				
11 Instructional	102,033,042			\$ 102,033,042
12 Instructional Resources	1,585,808			1,585,808
13 Instructional Staff Development	3,573,060			3,573,060
21 Instructional Leadership	3,576,491			3,576,491
23 Campus Administration	10,671,305			10,671,305
31 Guidance and Counseling	5,812,619			5,812,619
32 Social Work Services	429,608			429,608
33 Health Services	1,997,002			1,997,002
34 Student Transportation	7,625,619			7,625,619
35 Food Services	25,000		11,765,000	11,790,000
36 Cocurricular / Extracurricular	4,285,381			4,285,381
41 General Administration	4,664,684			4,664,684
51 Plant Maint. And Operations	17,055,369		485,000	17,540,369
52 Security and Monitoring	1,835,982			1,835,982
53 Data Processing Services	2,628,071			2,628,071
60 Community Services	286,084			286,084
71 Debt Services	835,000	35,762,187		36,597,187
81 Facilities Acquisition & Constr.	0			0
95 Juvenile Justice AEP	60,000			60,000
97 Tax Incremental Financing	0			0
99 Intergovernmental Charges	1,408,875			1,408,875
<b>Total Expenditures</b>	<b>\$ 170,389,000</b>	<b>\$ 35,762,187</b>	<b>\$ 12,250,000</b>	<b>\$ 218,401,187</b>
Other Resources	\$ -	\$ -	\$ 10,000	\$ 10,000
Other Uses	\$ -	\$ -	\$ -	\$ -
<b>Net Other Resources and Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>
<b>Net Affect on Fund Balance</b>	<b>\$ (4,636,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,636,000)</b>

The accompanying notes are an integral part of the budget

---

Ginger Carrabine, Superintendent

Approved this \_\_\_\_\_ day of August, 2023

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Dr. Julie Harlin, President, Board of Trustees

**Notes to the Proposed Budget – Year Ending August 31, 2024**

**General Fund:**

Each year certain estimates or assumptions must be made to establish a budget. For 2023-24, the following were used:

- Student Enrollment Growth                      No change from prior year
- Property value growth                            18% (net of the 313 adjustment)
- M&O tax rate                                        \$0.6792/per \$100 of valuation
- Debt tax rate                                         \$0.2700/per \$100 of valuation
- Property Tax Collection Rate                    99%

A summary of additions/reductions to the 2023-24 budget are as follows:

- Increase in premiums for property and casualty insurance due to claims and market conditions
- Increase in amount budgeted for substitutes
- Increases in salary and stipends for hard to fill positions (mainly Special Education and Pre-K)
- Increase for additional School Resource Officer with the opening of Sadberry Intermediate School
- Increase for cost share with intergovernmental agencies (Brazos Central Appraisal District and Tax Office)
- Salary and general rate increases –
  - Raise starting teacher salary to \$51,000
  - Salary schedule steps plus 2% for Teachers, Counselors, Registered Nurses and Librarians
  - 2% general rate increase for all other eligible staff
- General Inflation (5% for non-payroll categories)

The General Fund budget was prepared at the proposed tax rate of \$0.6792 per \$100 of valuation.

	<u>2022-23</u>	<u>2023-24</u>
Maintenance & Operations	\$0.8646	\$0.6792
Debt Service	\$0.2750	\$0.2700
Total	\$1.1396	\$0.9492

The total ad valorem tax rates, if approved, will be a \$0.1904 reduction in tax rate from the prior year as shown in the chart above.

The proposed budget will result in an estimated shortfall of \$4.6 million for the general fund. The proposed maintenance and operations tax rate of \$0.6792 is a reduction of \$0.1854 from the tax rate of the previous year and is the maximum rate that can be adopted without calling a Tax Ratification Election (TRE)

(The above is a summary of major changes in the budget. It is not intended to be an all-inclusive list.)

2. Consider Approval of a Resolution Setting the Tax Rate for 2023 for the Bryan Independent School District

305

**RESOLUTION SETTING TAX RATE FOR THE  
BRYAN INDEPENDENT SCHOOL DISTRICT  
FOR THE YEAR 2023**

Date: August 21, 2023

BE IT RESOLVED, on this date, we, the Board of Trustees of the Bryan Independent School District, hereby set the tax rate on \$100 valuation for the District for the tax year 2023 at a total tax rate of \$0.9492 to be assessed and collected by the duly specified assessor and collector as follows:

\$0.6792 for the purpose of maintenance and operation, and

\$0.2700 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

*The total proposed ad valorem tax rate of \$0.9492 is \$0.1904 less than the 2022 rate.*

In certification thereof this 21<sup>st</sup> Day of August 2023.

Signed: \_\_\_\_\_  
President

(SEAL)

Attest: \_\_\_\_\_  
Secretary

3. Consider Approval of a Resolution for the Commitment of Fund Balance for the Year Ending August 31, 2023

307

# BRYAN INDEPENDENT SCHOOL DISTRICT

## Resolution for the Commitment of Fund Balance

**WHEREAS**, policy CE(LOCAL) defines Committed Fund Balance as that portion of fund balance that is constrained to a specific purpose by the Board of Trustees.

**FURTHER**, policy CE(LOCAL) gives authorization to the Board of Trustees to establish, modify or rescind a committed fund balance annually.

**WHEREAS**, The Board of Trustees of Bryan Independent School District convened in Regular Session for Bryan Independent School District, on the 21st day of August, 2023, with a quorum present in accordance with Education Code 25.038.

**IT IS HEREBY RESOLVED**, ordered, and directed that the Bryan Independent School District commit the following portions of its August 31, 2023 fund balance for the Fund (Funds) listed below:

- Group Benefits Risk Pool, 100% - for the purpose of funding future healthcare and related claims for such Fund.
- Worker's Compensation Fund, 100% - for the purpose of self-insuring for worker's compensation requirements.
- Campus Activity funds to the respective campuses earning such funds.

**BE IT FURTHER RESOLVED**, ordered, and directed that the Superintendent determine amounts of commitments in fund balance for the General Fund for the following:

- Technology – unforeseen replacements, major deficiencies or malfunctions.
- Property and Casualty Insurance – in the event of a catastrophic disaster requiring insurance deductibles for several buildings or facilities
- Maintenance Projects – unforeseen damage, deficiencies or malfunctions related to buildings or facilities.
- Group Benefits Risk Pool – for any potential major loss in the plan that causes a negative fund balance.

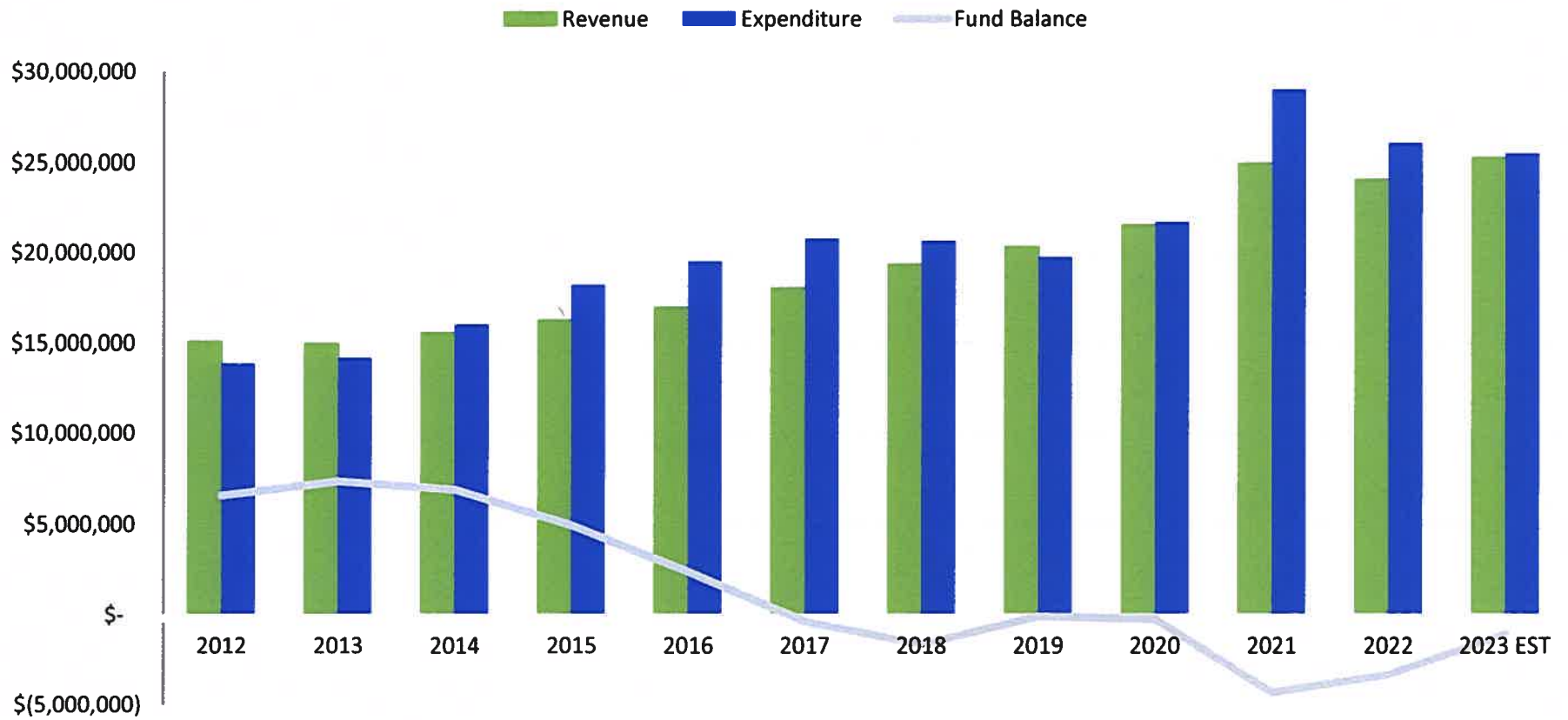
**APPROVED** by the Board of Trustees of the Bryan Independent School District this 21st day of August, 2023.

\_\_\_\_\_  
President  
Bryan ISD Board of Trustees

**ATTEST:**

\_\_\_\_\_  
Secretary  
Bryan ISD Board of Trustees

# Group Benefits Revenue/Expense Comparison



**BRYAN INDEPENDENT SCHOOL DISTRICT  
ASSIGNED FUND BALANCE FOR THE YEAR ENDING AUGUST 31, 2023**



Assigned Type	Description	09/01/22	Usage	Additions (Deletions)	Recommended 08/31/23
Technology	Emergency technology expenditures in the event of unexpected replacement.	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Insurance Deductibles	Bryan ISD has a high deductible for property and casualty insurance. In the event of a major storm event, such as the hail storms of May 2020 and April 2021 or the February 2021 freeze, this will help cover the estimated deductible(s).	\$ 2,250,000	\$ -	\$ -	\$ 2,250,000
Maintenance Projects	Funds held in the event of unbudgeted projects that due to damage or breakage need to be funded immediately.	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Group Benefits Risk Pool	For the funding of potential negative fund balances in the plan.	\$ 1,000,000	\$ (1,000,000)	\$ 1,000,000	\$ 1,000,000
		\$ -	\$ -	\$ -	\$ -
<b>Total Assigned Fund Balance</b>		<b>\$ 5,250,000</b>	<b>\$ (1,000,000)</b>	<b>\$ 1,000,000</b>	<b>\$ 5,250,000</b>

**Note:**

Technology - Technology has become a way of life and part of our normal business day, but the infrastructure to operate our equipment and systems is complicated and ever-changing. An unexpected required replacement of essential equipment can be very costly and detrimental to instruction if not acted upon quickly such as the transition to online learning due to COVID 19 in the spring of 2020.

Insurance - The district has opted for higher property / casualty insurance deductibles in the event of catastrophic damage and receives a lower annual insurance premium. This assignment will help ensure the District can fund any catastrophic damage done to several buildings at one time.

Maintenance Projects - Practice has been to assign fund balance for emergency, unbudgeted maintenance items that may not be planned in the budget.

Group Benefits Risk Pool - Since the district has a self insured health plan an amount is set aside each year to support that plan in the event expenditures exceed revenues for the fiscal year.

4. Consider Approval of a Budget Amendment for the General Fund, Debt Service Fund, and Food Service Fund for the Year Ended August 31, 2023 311

**Bryan Independent School District**  
**Amended Summary of Budgeted Funds**  
**For the Year Ending August 31, 2023**

	General Fund	Debt Service Fund	Food Services	08/31/23 Totals
<b>Revenues:</b>				
Local and Intermediate Sources	\$ 99,526,000	\$ 31,003,602	1,100,000	\$ 131,629,602
State Programs	61,695,000	800,000	45,000	62,540,000
Federal Programs	5,144,000	0	11,250,000	16,394,000
<b>Total Revenues</b>	<b>\$ 166,365,000</b>	<b>\$ 31,803,602</b>	<b>\$ 12,395,000</b>	<b>\$ 210,563,602</b>
<b>Expenditures:</b>				
11 Instructional	101,651,021			\$ 101,651,021
12 Instructional Resources	1,648,815			1,648,815
13 Instructional Staff Development	3,485,850			3,485,850
21 Instructional Leadership	4,195,741			4,195,741
23 Campus Administration	10,854,870			10,854,870
31 Guidance and Counseling	6,194,480			6,194,480
32 Social Work Services	220,371			220,371
33 Health Services	2,080,308			2,080,308
34 Student Transportation	7,230,668			7,230,668
35 Food Services	25,000		11,152,600	11,177,600
36 Cocurricular / Extracurricular	4,158,088			4,158,088
41 General Administration	4,742,665			4,742,665
51 Plant Maint. And Operations	14,135,805		465,000	14,600,805
52 Security and Monitoring	1,792,030			1,792,030
53 Data Processing Services	2,603,532			2,603,532
60 Community Services	81,256			81,256
71 Debt Services	835,000	31,153,602		31,988,602
81 Facilities Acquisition & Constr.	0			0
95 Juvenile Justice AEP	60,000			60,000
97 Tax Incremental Financing	0			0
99 Intergovernmental Charges	1,127,500			1,127,500
<b>Total Expenditures</b>	<b>\$ 167,123,000</b>	<b>\$ 31,153,602</b>	<b>\$ 11,617,600</b>	<b>\$ 209,894,202</b>
Other Resources	22,000	\$ -	\$ 15,000	\$ 37,000
Other Uses	(1,000,000)	\$ -	\$ -	\$ (1,000,000)
<b>Net Other Resources and Uses</b>	<b>\$ (978,000)</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ (963,000)</b>
<b>Net Affect on Fund Balance</b>	<b>\$ (1,736,000)</b>	<b>\$ 650,000</b>	<b>\$ 792,400</b>	<b>\$ (293,600)</b>

**The above includes:**

Revenue changes include increase in investment earnings, Teacher Incentive Allotment (TIA) distribution, additional state funding for estimated final ADA, transfer in from ESSER II for indirect costs reimbursement and TRS on behalf Expenditure changes include increased accrued wages due to more calendar work days in the fiscal year, Teacher Incentive Allotment (TIA) payouts for recognized teachers, TRS on behalf, increase for additional substitutes for the y and reduction for reimbursement from ESSER II for disinfecting and sanitizing (extra custodial).  
Other Resources includes proceeds from the sale of equipment  
Other Uses includes transfer to Group Benefits Risk Pool (Health Plan)

**Budget Amendment Details  
08/21/23 For Fiscal Year End August 31, 2023**

**General Fund - Summary of Changes**

	<b>Budget</b>	<b>Proposed Amended</b>	<b>Increase (Decrease)</b>	<b>%</b>	<b>Notes</b>
<b>Revenue:</b>					
Local & Intermediate Sources	\$ 97,176,000	\$ 99,526,000	\$ 2,350,000	2%	Increase in investment earnings
State Programs	\$ 58,499,000	\$ 61,695,000	\$ 3,196,000	5%	TIA funds for designated teachers, add'l state funding for ADA adjustment and TRS on behalf
Federal Programs	\$ 2,610,000	\$ 5,144,000	\$ 2,534,000	97%	ESSER II indirect costs reimb to general fund
Other Resources	\$ 0	\$ 22,000	\$ 22,000	100%	Proceeds from sale of equipment
	<b>\$ 158,285,000</b>	<b>\$ 166,387,000</b>	<b>\$ 8,102,000</b>		
<b>Expenditures:</b>					
11 -Instructional	\$ 97,041,021	\$ 101,651,021	\$ 4,610,000	5%	TIA distributions; add'l accrual days, substitutes, transfers to align budget to expected actual
12 -Instructional Resources	\$ 1,548,815	\$ 1,648,815	\$ 100,000	6%	transfers to align budget to expected actual expenditures
13 -Instructional Staff Development	\$ 3,485,850	\$ 3,485,850	\$ -	0%	
21-Instructional Leadership	\$ 3,495,741	\$ 4,195,741	\$ 700,000	20%	transfers to align budget to expected actual expenditures
23-Campus Administration	\$ 10,454,870	\$ 10,854,870	\$ 400,000	4%	transfers to align budget to expected actual expenditures
31-Guidance and Counseling	\$ 5,694,480	\$ 6,194,480	\$ 500,000	9%	transfers to align budget to expected actual expenditures
32-Social Work Services	\$ 420,371	\$ 220,371	\$ (200,000)	-48%	transfers to align budget to expected actual expenditures
33-Health Services	\$ 1,955,308	\$ 2,080,308	\$ 125,000	6%	transfers to align budget to expected actual expenditures
34-Student Transportation	\$ 7,455,668	\$ 7,230,668	\$ (225,000)	-3%	transfers to align budget to expected actual expenditures
35-Food Services	\$ 25,000	\$ 25,000	\$ -	0%	
36-Cocurricular / Extracurricular	\$ 4,158,088	\$ 4,158,088	\$ -	0%	
41-General Administration	\$ 4,542,665	\$ 4,742,665	\$ 200,000	4%	transfers to align budget to expected actual expenditures
51-Plant Maint. And Operations	\$ 16,035,805	\$ 14,135,805	\$ (1,900,000)	-12%	Transfer costs of disinfecting/sanitizing to ESSER II, transfer to align budget to expected actual expenditures and added amount for property, casualty & auto insurance
52-Security and Monitoring	\$ 1,792,030	\$ 1,792,030	\$ -	0%	
53-Data Processing Services	\$ 2,563,532	\$ 2,603,532	\$ 40,000	2%	
61-Community Services	\$ 156,256	\$ 81,256	\$ (75,000)	-48%	
71-Debt Services	\$ 835,000	\$ 835,000	\$ -	0%	-
95-Juvenile Justice AEP	\$ 60,000	\$ 60,000	\$ -	0%	
97-Tax Incremental Financing	\$ -	\$ -	\$ -	0%	
99-Intergovernmental Charges	\$ 1,127,500	\$ 1,127,500	\$ -	0%	
<b>Total Change in Expenditures</b>	<b>\$ 162,848,000</b>	<b>\$ 167,123,000</b>	<b>\$ 4,275,000</b>		
Other Uses		\$ -	\$ -		
Other Uses		\$ 1,000,000	\$ 1,000,000		Transfer to Group Benefits-Health Care
<b>Total Changes in Expenses</b>	<b>\$ 162,848,000</b>	<b>\$ 168,123,000</b>	<b>\$ 5,275,000</b>		

**Net Effect on Fund Balance      \$    (4,563,000)    \$    (1,736,000)    \$    2,827,000**





**GENERAL FUND**

Description	Revenue		Expenses		Notes
	Incr (Decr)	Acct Code	Incr (Decr)	Acct Code	
<b>Operating Revenue and Expenses</b>	\$ -	5700			
	\$ 2,350,000	5700			Increase in investment earnings
	\$ 2,296,000	5800			Distribution for district Teacher Incentive Alloment (TIA) payouts
	\$ 500,000	5800			Adjust state funding for estimated final ADA
	\$ 400,000	5800			Increase TRS on Behalf - revenue neutral
	\$ 2,534,000	5900			ESSER II indirect costs reimb to general fund
	\$ 22,000	7900			Proceeds from sale of equipment
	\$ -				
<b>Instruction:</b>			\$ 1,200,000	6100	Payroll accrual for 3 more days worked in 2022-23 fiscal year (started July 31)
			\$ 2,110,000	6100	TIA payouts
			\$ 400,000	6100	Increase TRS on Behalf - revenue neutral
			\$ 400,000	6200	Increase for additional substitutes
			\$ 500,000	6100	Transfer to align budget with expected actual expenditures
<b>Instructional Resources:</b>			\$ 100,000	6100	Transfer to align budget with expected actual expenditures
<b>Instructional Leadership</b>			\$ 700,000	6100	Transfer to align budget with expected actual expenditures
<b>Campus Leadership</b>			\$ 400,000	6100	Transfer to align budget with expected actual expenditures
			\$ -		
<b>Counseling:</b>			\$ 500,000	6100	Transfer to align budget with expected actual expenditures
<b>Social Work Services</b>			\$ (200,000)	6100	Transfer to align budget with expected actual expenditures
<b>Health Services</b>			\$ 125,000	6100	Transfer to align budget with expected actual expenditures
			\$ -		
<b>Transportation</b>			\$ -	6600	Insurance proceeds to replace damaged bus
			\$ (225,000)	6100	Transfer to align budget with expected actual expenditures
<b>Cocurricular / Extracurricular</b>			\$ -	6100	Transfer to align budget with expected actual expenditures
			\$ -	6144	Increase TRS on Behalf - revenue neutral
			\$ -		
<b>Administration</b>			\$ 200,000	6100	Transfer to align budget with expected actual expenditures
			\$ -		
			\$ -	6144	Increase TRS on Behalf - revenue neutral
<b>Maint &amp; Operations:</b>			\$ (1,900,000)	6200	Transfer costs of disinfecting/sanitizing to ESSER II and transfers to align budget with expected actual expenditures
			\$ -		
			\$ -		
<b>Security:</b>			\$ -	6100	
			\$ -	6144	
<b>Data Processing Services</b>			\$ 40,000	6100	Transfer to align budget with expected actual expenditures
			\$ -	6144	
			\$ -		
<b>Community Service:</b>			\$ (75,000)	6100	Transfer to align budget with expected actual expenditures
<b>Debt Services</b>			\$ -	6200	
<b>Juvenile Justice AEP</b>					
<b>Other Governmental Serv:</b>			\$ -	6200	
<b>Total Additional Revenue &amp; Expense</b>	<b>\$ 8,102,000</b>		<b>\$ 4,275,000</b>		
<b>Other Recourses &amp; Uses</b>					
<b>Other Uses</b>			\$ 1,000,000		Transfer fund balance to GBRP
<b>Total Revenue and Expenses including non-operating</b>	<b>\$ 8,102,000</b>		<b>\$ 5,275,000</b>		
<b>Net Effect on Fund Balance</b>			<b>\$ 2,827,000</b>	<b>\$ -</b>	

5. Discussion and Consideration of an Order Authorizing the Issuance of \$55,000,000 Bryan Independent School District Unlimited Tax School Building Bonds, Series 2023 and Resolving other Matters Incident and Related Thereto	317
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ORDER  
AUTHORIZING THE ISSUANCE OF

BRYAN INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS  
SERIES 2023

ADOPTED: August 21, 2023

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AN ORDER authorizing the issuance of “BRYAN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2023”; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement pertaining thereto.

WHEREAS, the Board of Trustees (the “Board”) of the Bryan Independent School District (the “District”) hereby finds and determines that unlimited tax bonds approved and authorized to be issued at elections held May 4, 2002 and November 3, 2020, should be issued and sold at this time; a schedule of the bonds approved at said elections, amounts approved therefor, amounts previously issued, amounts being issued pursuant to the terms of this order and amounts remaining to be issued subsequent to the date hereof being as follows:

Date of Election and Purpose	Authorized Principal Amount (\$)	Amount Previously Issued (\$)	Principal Amount Being Issued (\$)	Premium Applied (\$)	Unissued Balance (\$)
May 4, 2002 Technology infrastructure and communication systems improvements	3,700,000	3,698,053	_____	_____*	-0-
November 3, 2020 School Facilities, Sites, School Buses	175,000,000	120,000,000	_____	_____*	-0-

\*Original issue premium in the amount of \$\_\_\_\_\_ allocated to and applied against the 2002 voted authorization resulting in a total principal amount of \$1,946.67 allocated to and applied against the 2002 voted authorization. Original issue premium in the amount of \$\_\_\_\_\_ allocated to and applied against the 2020 voted authorization resulting in a total principal amount of \$55,000,000 allocated to and applied against the 2020 voted authorization.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE BRYAN INDEPENDENT SCHOOL DISTRICT:

SECTION 1: Authorization - Designation - Principal Amount – Purpose. Unlimited tax bonds of the District shall be and are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ to be designated and bear the title “BRYAN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2023” (hereinafter referred to as the “Bonds”), for the purposes of (i) the construction, acquisition and equipment of school buildings, to-wit: technology infrastructure and communication systems improvements and (ii) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), the purchase of the necessary sites for school facilities, and the purchase of new school buses in accordance with the authority conferred at the aforesaid election and in conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended.

SECTION 2: Fully Registered Obligations – Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, shall be dated August 15, 2023 (the “Bond Date”), shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and shall become due and payable on February 15 in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rates (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		

The Bonds shall accrue interest on the unpaid principal amounts from the date of their delivery to the initial purchaser, anticipated to be September 20, 2023 (the “Delivery Date”), at the rate(s) per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable semiannually on each February 15 and August 15, commencing February 15, 2024, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of U.S. Bank Trust Company, National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the

“Security Register”) shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The President or Vice President and Secretary of the Board are hereby authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or on a date of redemption thereof only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated office in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the “Designated Payment/Transfer Office”); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date), and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

(a) Optional Redemption. The Bonds maturing on February 15, 2034, shall be subject to redemption prior to maturity, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on February 15, 2033, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to an optional redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the District shall notify the Paying Agent/Registrar of the decision to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date of the redemption therefor. The decision of the District to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the District.

(c) [Mandatory Redemption. The Bonds maturing on February 15, 20\_\_ (the "Term Bonds") shall be subject to mandatory redemption prior to maturity at the price of par plus accrued interest to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Bonds due February 15, 20\_\_

<u>Redemption Date</u>	<u>Principal Amount</u>
------------------------	-------------------------

(maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable Stated Maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Term Bonds not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like Stated Maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.】

(d) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Outstanding which is obtained by dividing the principal amount of such Bonds by \$5,000 and shall select the Bonds, or principal amount thereof, to be redeemed within such Stated Maturity by lot or other customary method that results in random selection.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the District and at the District's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify by number the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the single Initial Bond hereinafter referenced) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the single Initial Bond hereinafter referenced) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holders, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

**SECTION 6: Book-Entry-Only Transfers and Transactions.** Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, redemption and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the District and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the District determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security

Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

**SECTION 7: Execution - Registration.** The Bonds shall be executed on behalf of the District by the President or Vice President of the Board under its seal reproduced or impressed thereon and attested by the Secretary of the Board. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Board on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

**SECTION 8: Initial Bond(s).** The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bond(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 9: Forms.** A. **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the officers

executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

B. Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
BRYAN INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2023

Bond Date: August 15, 2023      Interest Rate: \_\_\_\_\_%      Stated Maturity: February 15, 20\_\_\_\_      CUSIP No. \_\_\_\_\_      Delivery Date: September 20, 2023

Registered Owner:

Principal Amount:

The Bryan Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the Counties of Brazos and Robertson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on each February 15 and August 15, commencing February 15, 2024, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date. Interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday,

a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner or holder hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Bonds") pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the "Order"), for the purposes of (i) the construction, acquisition and equipment of school buildings, to-wit: technology infrastructure and communication systems improvements and (ii) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), the purchase of the necessary sites for school facilities, and the purchase of new school buses, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended.

[The Bonds maturing on the dates identified below (the "Term Bonds") shall be subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par plus accrued interest thereon to the mandatory redemption date on the respective dates and in the principal amounts as follows:

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on February 15, 2034, may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying

Agent/Registrar), on February 15, 2033, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

BRYAN INDEPENDENT SCHOOL DISTRICT

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President, Board of Trustees

ATTEST:



U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Dallas, Texas, as Paying Agent/Registrar

Registration date:

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee):

\_\_\_\_\_

\_\_\_\_\_ (Social Security or other identifying

number: \_\_\_\_\_

\_\_\_\_\_) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

\_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

F. The Initial Bond(s) shall be in the form set forth in paragraph B of this Section, except the form of a single fully registered Initial Bond shall be modified as follows:

Heading and paragraph one shall read as follows:

REGISTERED  
NO. T-1

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
BRYAN INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2023

Bond Date:  
August 15, 2023

Delivery Date:  
September 20, 2023

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ MILLION \_\_\_\_ HUNDRED \_\_\_\_ THOUSAND DOLLARS

The Bryan Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the Counties of Brazos and Robertson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------------------	-------------------------------	----------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the Delivery Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on each February 15 and August 15, commencing February 15, 2024, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by U.S. Bank Trust Company, National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date. Interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner or holder hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Levy of Taxes. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same become due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the debt service due and payable on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in the "Special Series 2023 Bond Fund" (the "Interest

and Sinking Fund”) to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchaser, if any, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The District represents it currently receives state assistance, and to the extent the District's ability to comply with Section 45.0031 of the Texas Education Code, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with said Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Chapter 46 of the Texas Education Code and while said Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for the Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the Interest and Sinking Fund.

The President, Vice President and Secretary of the Board, the Superintendent and the Assistant Superintendent of Business Services of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond upon approval by the District and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Order equally and ratably with all other

Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 12: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held in trust by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of such Bonds shall be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities," as used herein, means (a) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or

purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Order a Contract - Amendments - Outstanding Bonds. This Order shall constitute a contract with the Holders from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section and in Section 29 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Order with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 14, the following terms have the following meanings:

“Closing Date” means the date on which the Bonds are first authenticated and delivered to the initial purchaser against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately

and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States from the construction fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President, Vice President and Secretary of the Board, Superintendent and the Assistant Superintendent of Business Services of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in

connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 15: Sale of Bonds. Pursuant to a public sale for the Bonds, the bid submitted by \_\_\_\_\_ (herein referred to as the "Underwriters") is declared to be the best bid received producing the lowest true interest cost rate to the District, and the sale of the Bonds to said Underwriters at the price of par plus a cash premium of \$\_\_\_\_\_, is hereby determined to be in the best interests of the District and is approved and confirmed. Delivery of the Bonds to the Underwriters shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Bond shall be registered in the name as provided in the winning bid form.

SECTION 16: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects, and the Board hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the District and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the President, Vice President or Secretary of the Board, the Superintendent or the Assistant Superintendent of Business Services, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated August 22, 2023, in the reoffering, sale and delivery of the Bonds to the public.

SECTION 17: Control and Custody of Bonds. The President of the Board of the District shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 18: Proceeds of Sale. The proceeds of sale of the Bonds, excluding amounts to pay costs of issuance and premium in the amount of \$\_\_\_\_\_ shall be deposited to the credit of a construction account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the District. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq., and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Board. Premium in the above amount as well as any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 19: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

SECTION 21: Legal Opinion. The delivery of the Bonds is subject to the Purchasers being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the District, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The Board confirms the prior engagement of Norton Rose Fulbright US LLP as the District's bond counsel.

SECTION 22: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 23: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar and the Holders.

SECTION 24: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 25: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 26: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 28: Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 29: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. The District shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the District of the general type included in Tables 1 through 5 and 7 through 12 of the final Official Statement authorized by Section 16 of this Order, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix C to the final Official Statement, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the District shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC

(c) Notice of Certain Events. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the Bonds while, but only while, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by subsection (c) hereof of any Bond calls and/or defeasances that cause the District to no longer be such an “obligated person”.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the District (such as nationally recognized

bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 30: Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 31: Further Procedures. Any one or more of the President, Vice President and Secretary of the Board, the Superintendent and the Assistant Superintendent of Business Services of the District are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President and Vice President of the Board, the Superintendent, the Assistant Superintendent of Business Services or Bond Counsel to the District are each hereby authorized and directed to approve any changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 32: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, the District has made application to, and received approval from, the Commissioner of Education of the State of Texas (the "Commissioner") for the Bonds to be, subject to compliance with Texas Education Agency's rules and regulations, guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas.

By virtue of the approval of the Bonds as being eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(1) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on

the Bonds which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(3) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions of Section 20 hereof and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the Bonds.

(5) Written notice advising of the defeasance of the Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the Bonds and such defeasance shall cause the guarantee of the Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 34: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this August 21, 2023.

BRYAN INDEPENDENT SCHOOL DISTRICT

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

(District Seal)

EXHIBIT A  
PAYING AGENT/REGISTRAR AGREEMENT

**Teaching and Learning**

1. Discuss and Consider Approval of Amendments to the District of Innovation Local Innovation Plan

350



# District of Innovation Local Innovation Plan

*Term: March 29, 2021 - March 29, 2026*

## **Superintendent**

Ginger Carrabine

## **Board of Trustees**

Dr. Julie Harlin, President

Dr. Deidra Davis, Vice President

Felicia Benford, Secretary

Leo Gonzalez, III, Member

Mark McCall, President

David Stasny, Member

Ruthie Waller, Member

*Bryan Independent School District does not discriminate on the basis of race, age, religion, color, gender, national origin, or disability in providing education or providing access to benefits of educational services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended and Title II of the Americans with Disabilities Act.*

# Vision, Mission, Board Goals, Guiding Principles

## Vision

Children First. Always.

## Mission

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

## Board Goals

1. Academic Goal: Support the academic and post-secondary success of every student.
2. Culture/Climate Goal: Support a culture and climate that encourages a shared responsibility for a positive learning environment which encourages engagement in academic, extracurricular, and service activities.
3. Workforce Goal: Recruit and maintain a high-quality workforce through competitive benefits, differentiated professional learning, and a positive work environment.
4. Community Engagement Goal: Actively partner with students, families, staff, and the community to promote collaborative stakeholder engagement to achieve the district's vision.
5. School Safety and Security Goal: Ensure a physically and emotionally safe and secure environment for all students, staff, and visitors.

## Guiding Principles

1. We commit to serving the minds and hearts of our children, families, staff, and community by modeling the Essential 8.
  - Kindness
  - Tolerance
  - Gratitude
  - Philanthropy
  - Work Ethic
  - Optimism
  - Courage
  - Leadership
2. We provide a safe and inclusive environment so that every member of the school community can thrive.
3. We lead by developing relationships built on trust and by instilling pride in our staff and students.
4. We measure our success by the way we educate and celebrate the whole child.
5. We value the diversity and unique gifts represented throughout our school community.
6. We model servant leadership with integrity, service, and commitment.

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## District of Innovation Overview

House Bill 1842, passed in the 84th Texas Legislative Session, and contained in the Texas Education Code (TEC) at Chapter 12A, provides for Texas public school districts to access flexibility and innovation.

Therefore, on November 7, 2016, the Bryan ISD Board of Trustees voted unanimously to become a District of Innovation by passing a resolution to begin the process. Subsequently, a Local Innovation Committee, comprised of a comprehensive group of stakeholders, was formed and met several times while developing a Local Innovation Plan. Ultimately, and as an approval requirement, the plan was approved by the District Educational Improvement Committee (DEIC). The Bryan ISD Board of Trustees took action and approved the Local Innovation Plan in March 2017, which resulted in Bryan ISD becoming a District of Innovation.

## DOI Plan Renewal

Bryan ISD remains committed to meeting the needs of every student while supporting the staff. Therefore, it was determined that the increased flexibility and opportunities afforded by the District of Innovation status were imperative to maintain. Consequently, the original members of the Local Innovation Committee and replacements, as applicable, were convened in January 2021 to review the Local Innovation Plan to consider the renewal process. It was determined that the plan would be renewed “as is” with the exception of updating the plan to include current Board Goals, Guiding Principles and changing the language for the Class Size and Student Teacher Ratios (K-4) specific to the kindergarten pilot at Crockett Elementary. The committee agreed that while the class size statutory exemption was not currently in use, the District would maintain this waiver in the event it may be used in the future. Further, the committee agreed that the plan would not be restricted to Crockett Elementary to allow for the possibility of the pilot-type program to occur at a different campus.

### Renewal Timeline

- December 10, 2020- District Educational Improvement Committee (DEIC) received update.
- January 14, 2021- District Educational Improvement Committee (DEIC) received additional updates.
- January 20, 2021- Local Innovation Committee met to review plan and renewal process.
- January 26, 2021-February 25, 2021- renewed plan posted to the Bryan ISD website for 30 days for community feedback.
- March 11, 2021- District Educational Improvement Committee (DEIC) will consider approval in a public meeting.
- March 29, 2021- Bryan ISD Board of Trustees will consider approval of the renewed Local Innovation Plan
  - Note: the renewal process does not require a Board Resolution
- March 2021- If approved, the renewed plan will be submitted to the Texas Education Agency

## Local Innovation Committee Members for Renewal of the DOI Plan

Name	Role in Community
Ginger Carrabine- Dol Committee Facilitator	Bryan ISD Chief of Staff
Michael O'Connell	Bryan HS History Teacher
Michelle Golden-Harris	Rudder HS Art Teacher
Christy Martin	Bryan Collegiate PCC Teacher
John Orr	MC Harris ELA Teacher
Emily Brewer	Davila MS Math Teacher
Katelyn Stephens	Long IS Math Teacher
Jamie Hester	SFA MS Odyssey ELA Teacher
Lori Emery	Bonham El. Teacher
Molly Wilder	Bowen El. Teacher
Stephanie Rivera	Branch El. Teacher
Sabrina Jackson	Crockett El. Teacher
Tashauna Hammond	Fannin El. Teacher
Holly Andreski	Henderson El. Teacher
Peyton Bolls	Houston El. Teacher
Lauren Anderson	Johnson El. Teacher
James Wood	Jones El. Teacher
Sally Ryan	Jones El. Bilingual Teacher
Erin Pattison	Kemp-Carver El. Teacher
Lindsey Watkins	Mitchell El. Teacher
Jennifer Parra	Navarro El. Teacher
Karen Townsend	Neal El. Teacher
Rachel Ibarra	Ross El. Teacher
Darren Nobels	DAEP Assistant Principal
Dr. Julie Harlin	Bryan ISD Board Member
Felicia Benford	Bryan ISD Board Member
Martin Zimmerman	Community Member representing City of Bryan
Joey Dunn	Community Member representing City of Bryan
Kathy Turner	Community Member
David Stasny	Community Member/Former Bryan ISD Bd. Member
Betty Barrett	Community Member/DEIC member

Russel Barrett	Community Member/DEIC member
Matthew LeBlanc	BISD Executive Director (Communication/PR)
Deborah Richards	BISD Asst. Director Curriculum
Crystal Siegert	BISD Instructional Coach
Kelly Armstrong	BISD Advanced Academics Instructional Coach
Kimberly Giesenschlag	BISD SFA MS Principal
Gloria Garcia-Rhodes	BISD Bonham El. Principal
Rachel Branch	BISD Aspiring Principal Academy
Christina Richardson	BISD Director Advanced Academics
Shay Sicinski	BISD Asst. Dir. HR
Jennifer Lemons	BISD Director of Data Services
Janice Williamson	BISD Director of Athletics
Tracee McClendon	BISD Benefits/Risk Management
Laura King	BISD Coordinator CTE
Donna Willett	BISD Director of Counseling Services
Jana Wenzel	BISD Director of Technology Services
Barbara Ybarra	BISD Associate Superintendent

### **DOI Plan Renewal Topics of Review and Interest**

The District of Innovation and the District’s Educational Improvement Committee reviewed the current DOI Plan and discussed the following topics of review and interest for consideration:

1. First Day of Instruction
2. Teacher Certification
3. Minimum Attendance for Class Credit (the 90% Rule)
4. Class Size and Student to Teacher Raions (K-4 grades)

Please see the section entitled, Bryan ISD Local Innovation Plan Components, for more information.

# Bryan ISD Board DOI Resolution, Passed Unanimously 11/7/2016



## INNOVATION DISTRICTS

### RESOLUTION TO ADOPT A DISTRICT OF INNOVATION

WHEREAS Education Code 12A.001 provides that a district is eligible for designation as a district of innovation if the district's most recent performance rating under Section 39.054 reflects at least acceptable performance, and that consideration of designation as a district of innovation may be initiated by a resolution adopted by the board of trustees of the district; and

WHEREAS the Bryan Independent School District's most recent performance rating under Education Code 39.054 reflects at least acceptable performance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Bryan Independent School District by adoption of this resolution initiates the process under Education Code Chapter 12A to become a district of innovation.

BE IT FURTHER RESOLVED that after this resolution is signed by the Board, a public hearing shall be held to consider whether the District should develop a local innovation plan for the designation of the District as a district of innovation and that after the public hearing the Board of Trustees of Bryan Independent School District shall appoint a committee to develop a local innovation plan or decline to pursue designation as a district of innovation.

Adopted this 7<sup>th</sup> day of November, 2016, by the Board of Trustees.

  
\_\_\_\_\_  
Presiding Officer  
\_\_\_\_\_  
Secretary

# Bryan ISD Plan for Innovation and Local Control

## Introduction for Original Plan Development

Passed in the 84th Legislative Session, House Bill 1842 allows school districts the opportunity to build flexibility in their operations and planning processes, including certain exemptions from provisions of the Texas Education Code.

On November 7, 2016, the Bryan ISD Board of Trustees unanimously passed a Resolution to Adopt a District of Innovation (DOI). On November 10, 2016, Bryan ISD's District Educational Improvement Committee (DEIC) was given a presentation about the opportunities presented by being designated as a DOI district. A public hearing was conducted at a Board of Trustees meeting on December 5, 2016. The board and our community were both favorable to the concept of Bryan ISD becoming a DOI.

On December 8, 2016, the District's Parent Leadership Team received a presentation about DOI, the opportunities and flexibilities such a designation offers, and the process of achieving standing as a DOI. The same presentation was given to the District's Leadership Team on December 12, 2016.

After receiving favorable reviews from teachers, parents, board members, stakeholders, and staff, details about the District becoming a DOI were again presented to the Board of Trustees on December 19, 2016, along with a slate of potential DOI Committee Members. The board unanimously approved the committee and gave it the charge to guide and create the plan. The committee was composed of more than 50 high-caliber individuals, predominantly teachers, who represented more than half of the participants.

A teacher from each Bryan ISD school, along with representatives from the Board of Trustees, DEIC, District Leadership Team, Parents, Community Members, and Staff, offered a broad representation of viewpoints. Representatives from Blinn College, our partners in Bryan Collegiate High School, participated, along with city leaders, realtors, and other involved community partners.

The committee met intensively over the course of two months, gathering ideas and coming to a consensus on the components for Bryan ISD's DOI Plan.

## Topics of Interest

After discussions about the many exemptions the District could pursue under a DOI plan, Bryan ISD's teacher-led DOI Committee identified a targeted set of specific exemptions they felt would have the most immediate impact on student success and post-secondary readiness.

Considering Bryan ISD's Mission, Vision, and Core Beliefs, the Committee committed to an ongoing process of continuous improvement whereby future iterations of the District's DOI plan could include additional exemptions beyond those presented in this plan.

Three broad working topics were foremost on the minds of committee members:

1. Instructional Time.

- 2. Class Size
- 3. Teacher Certification.

More specifically, the Committee honed these broad topic areas into specific areas of focus within the following four areas of the Texas Education Code (TEC):

- 1. Instructional time:
  - a. Attendance for Credit (the “90% rule”).
  - b. First Day of Instruction (moving the start of school)
- 2. Class Size:
  - a. Adjusting the class size ratio in favor of adding instruction-focused adults to the room and lowering the ratio of students to teachers.
- 3. Teacher Certification:
  - a. Exempting a select group of faculty to increase the likelihood of hiring career, industry professionals or degreed instructors who lack a teaching certificate but are clearly qualified to teach Career & Technical Education (CTE) or Dual Credit courses, for example.

Bryan ISD’s proposed DOI Plan was created to enhance local control and give the District greater flexibility to implement strategies and innovations that enhance student success and post-secondary readiness. The plan supports the District’s goals and incorporates input and direction from teachers, Trustees, the community, staff and internal stakeholder input.

Per the parameters of HB 1842, the original plan was presented for approval to the DEIC on February 9, 2017.

After the DEIC granted approval, the original plan was sent to the Texas Education Agency and posted online for public viewing on February 10, 2017, as required.

Original TERM: Once approved by the Board of Trustees, Bryan ISD’s DOI plan will remain in effect for a period of five years, beginning at the start of the 2017-2018 school year and ending at the end of the 2022-2023 unless renewed, terminated or amended earlier by the Board of Trustees.

**District of Innovation Timeline - Original Plan Development, Renewal, & Amendments**

DATE	EVENT/DISCUSSION/ACTIVITY
11/7/16	Presented DOI to the Board of Trustees; Resolution Passed Unanimously
11/10/16	Presented DOI Concept to the DEIC
12/5/16	Conducted Public Hearing
12/8/16	Presented DOI to Parent Leadership Team (PLT)
12/12/16	Presented DOI to the District Leadership Team (DLT)
12/19/16	DOI Committee Presented to Board; Approved Unanimously

1/9/17	Committee Mtg. (Overview of DOI and collect ideas for DOI plan)
1/19/17	Committee Mtg. (Discuss Instructional time—school start date, 90% rule)
1/25/17	Committee Mtg. (Discuss Class size—pilot study)
2/2/17	Committee Mtg. (Discuss Teacher certification for CTE, Dual Credit faculty)
2/7/17	Committee Mtg. (Review draft of DOI Plan)
2/9/17	Present Plan to DEIC for Vote and Final Approval
2/10/17	Post Plan Online for 30 Days (ending March 11) Send Plan to TEA; notify TEA of Board's intent to vote on proposed plan
3/20/17	Presentation to Board for Vote and Final Approval
6/6/19	Local Innovation Committee Mtg. (Review Teacher Certification Exemption for World Languages & PreK)
6/13/19	District Education Improvement Committee Feedback (Updated language regarding current teacher certification exemption)
6/17/19	Presentation to Board of Trustees and Approval on updated language regarding current teacher certification. <b>Note:</b> <i>This does not change the statutory exemptions that are currently in place under the District of Innovation Local Innovation Plan adopted on 3/20/17.</i>
6/4/20	Local Innovation Committee (Review Teacher Certification Exemption for World Languages)
6/11/20	District Education Improvement Committee Feedback (Updated language regarding current teacher certification exemption)
6/15/20	Presentation to Board of Trustees and Approval on updated language regarding current teacher certification. <b>Note:</b> <i>This does not change the statutory exemptions that are currently in place under the District of Innovation Local Innovation Plan adopted on 3/20/17.</i>
03/29/21	Bryan ISD Board of Trustee approves Renewal of DOI Local Innovation Plan Note: See DOI Plan Renewal for specific timeline.
05/26/22	Local Innovation Committee (Review Teacher Certification Exemption Expansion to all Subjects)
05/27/22	District Education Improvement Committee Feedback (Updated language regarding teacher certification exemption for all subjects)
06/06/22	Presentation to Board of Trustees and Approval on updated language regarding teacher certification for all subjects.
12/8/22	District Education Improvement Committee Feedback and District of Innovation Committee - Updated language regarding First Day of School provision.
12/12/22	Presentation to Board of Trustees and Approval on updated language regarding the First Day of Instruction. <b>Note:</b> <i>This does not change the statutory exemptions that are currently in place under the District of Innovation Local Innovation Plan adopted on 3/20/17.</i>
08/14/23	District Education Improvement Committee Feedback and District of Innovation Committee - Updated language regarding mandatory removal of students to DAEP for possessing nicotine e-cigarettes.

08/21/23

Presentation to Board of Trustees and Approval on Updated language regarding mandatory removal of students to DAEP for possessing nicotine e-cigarettes.

**Note:** This does not change the statutory exemptions that are currently in place under the District of Innovation Local Innovation Plan adopted on 3/20/17.

## District of Innovation Committee for the Original Plan Development

Bryan ISD District of Innovation Committee Members			
School	Committee Member Name	Representing	Grade(s)
Bryan High	Rebecca Daley	English	9
Rudder High	Michelle Golden-Harris	Art	9-12
Collegiate	Dana Bechuck	PCC/ELA	11-12
MC Harris	Sheryl Jacob	GED/Biology	9-12
Davila	Emily Brewer	Math	7
Long	Tiffany Haines	Teen Leadership	7
Rayburn	Katelyn Stephens	Math	6
SFA	Jessica DeSchaaf	Language Arts	7
Bonham	Jennifer Jones	All Subjects	KG
Bowen	Molly Wilder	All Subjects	2
Branch	Rachel Ibarra	All subjects	1
Crockett	Stephanie Rivera	Grade ELA/Social Studies	5
Fannin	Candi Cox	Math/Science	5
Henderson	Holly Andreski	PE	K-5
Houston	Chelsi Young	Science/Social Studies	5
Johnson	Carla Youngblood	LA	3
Jones	Kalynn Brewer	All subjects	1
Kemp-Carver	Melissa Silva	3rd grade Math ESL/bilingual	3
Milam	Dennise Trevino	All subjects	KG
Mitchell	Erin Hanlon	Self-Contained	
Navarro	Audrey Nuques	All subjects	2
Neal	Karen Townsend	Math/Science	2
Ross	Lindsey Barth	Math and Social Studies	4/5
Board	Dr. Julie Harlin	Texas A&M/Parent/Trustee	

Board	Felicia Benford	Trustee	
<i>Board</i>	<i>David Stasny*</i>	<i>Trustee/Alternate*</i>	
DEIC	Jeffery Pesek	District Advisory Committee (DEIC Chair & SFA Teacher)	
Blinn College	Karen Buck	Community/Higher Education	
City of Bryan	Martin Zimmerman/ Stephanie Doland	Parent/Community/City	
City of Bryan	Joey Dunn	Parent/Community/City	
Realtors	Kathy Turner	Parent/Community/Realtor	
Communications	Brandon Webb	Parent/Executive Director	
Teaching & Learning	Debbie Richards	Curriculum	
Teaching & Learning	Crystal Siegert	Elementary IC	
Teaching & Learning	Kelly Armstrong	Advanced Academics IC	
Campus Administration	Kimberly Giesenschlag	Star Academy Asst. Principal	
Campus Administration	Gloria Garcia Rhodes	Assistant Principal	
Campus Administration	Racheal Branch	Aspiring Principals Academy	
Campus Administration	Christina Richardson	Parent/Bryan Collegiate High School	
Human Resources	Shay Sicinski	Assistant Director of HR	
Human Resources	Dr. Melanie Rogers	Intervention/HR	
Data Services	Jennifer Lemons	Director of Data Services	
Athletics	Janice Williamson	Athletics	
Benefits	Tracee McClendon	Benefits	
Bilingual	Dr. Desiree Caperton	Bilingual	
CTE	Kevin Ross	CTE	
Counseling	Donna Willett	Director of Counseling Services	
Facilities	Leroy Morales	Executive Director/Facilities	
Technology Services	Jana Wenzel	Director of Technology Services	
<i>District Administration</i>	<i>Dr. Tim Rocka</i>	<i>Adjunct Advisor</i>	
<i>District Administration</i>	<i>Amy Drozd</i>	<i>Adjunct Advisor</i>	
<i>District Administration</i>	<i>Dr. Barbara Ybarra</i>	<i>Adjunct Advisor</i>	

# Bryan ISD Local Innovation Plan Components

## First Day of Instruction

### Statutory Provision

Texas Education Code § 25.0811: A school district may not begin instruction for students for a school year before the fourth Monday in August. Board Policy Ref: EB (Legal)

Note: Changing the first day of instruction does not alter the University Interscholastic League (UIL) restrictions for the first day of practice for athletic and fine arts programs. Bryan ISD will continue to comply with the UIL calendar for summer practices and will not move summer practices earlier, despite potentially moving up the start date of school.

### Challenges/Obstacles

The increasingly later start date for instruction has presented numerous challenges and obstacles to District academic operations. Fall and Spring semesters are significantly unequal in length; opportunities for collaborative teacher planning and preparation time are reduced, the last day of instruction gets pushed farther into June, which negatively affects summer programming and some students and staff who wish to attend universities and colleges in the summer miss the first days of college classes.

Unequal semesters also negatively affect one-semester classes because the same curriculum still must be taught in fewer instructional days. The shortened instructional period makes it more difficult for students to master concepts and increases out-of-school assignments.

In addition, teachers and campus administrators place value on strategically scheduled professional development days in each semester to assist campuses in analyzing student performance and planning. The late school start date interferes with developing an academic calendar that meets stakeholder desires and prohibits balancing the Fall and Spring semesters. Unbalanced semesters negatively affect student learning, cause low staff morale in the spring due to a later ending date, and reduce teacher preparation time.

### Proposed Innovation/Benefits

Bryan ISD will no longer be required to delay the start of school to the fourth Friday in August as currently required by TEC § 25.0811. Upon implementation of the DOI Plan, the District will determine an appropriate start date annually that does not occur before the second Monday in August.

Bryan ISD will continue to consider stakeholder input as required by Board policy EB (Local) in its determination of the first day of instruction.

### Renewals and Amendments

March 2021: renewed and unchanged.

December 2022: language updated and approved by the Board of Trustees to provide more flexibility in the selection of the First Day of School.

## Teacher Certification

### Statutory Provisions

Section 21.003 A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit issued as provided by Subchapter B.

Section 21.0031: An employee's probationary, continuing, or term contract under this chapter is void if the employee: (1) does not hold a valid certificate or permit issued by SBEC; (2) fails to fulfill the requirements necessary to renew or extend the employee's certificate or any other certificate or permit issued under Subchapter B; or (3) fails to comply with any requirement under Chapter 22 if the failure results in suspension or revocation of the employee's certificate

Section 21.051 provides that before a school district may employ a candidate for certification as a teacher of record. the candidate must complete at least 15 hours of field based experience in which the candidate is actively engaged in instructional or educational

Section 21.002 provides that a school district shall employ a teacher, principal, librarians, school nurse, or school counselor under a probationary, continuing, or term contract.

Section 21.053 provides that a person who desires to teach in a public school shall present the person's certificate for filing with the employing district before the person's contract with the board of trustees of the district is binding. An educator who does not hold a valid certificate may not be paid for the teaching or work done before the effective date of issuance of a valid certificate.

Section 21.057: A school district that assigns an inappropriately certified or uncertified teacher to the same classroom for more than 30 consecutive instructional days during the same school year shall provide written notice of the assignment to a parent or guardian of each student in that classroom.

Board Policy Ref: DBA Employment Requirements and Restrictions: Credentials and Records

### Challenges/Obstacles

The traditional certification requirements under the Texas Education Code are not always aligned with the realities of the current education employment environment and the need to hire industry experts to teach certain course offerings, particularly Career & Technology Education (CTE) and Dual Credit courses. As a result, Bryan ISD has been unable to offer some requested courses due to the lack of teacher-certified candidates. With respect to CTE courses, career and industry professionals with decades of experience are not eligible for hire because they lack a teacher certification. The cost and time involved in obtaining an alternative teaching certification is often more than these otherwise qualified candidates will endure, which limits course offerings and stunts the opportunities available to CTE students in many career pathways.

A similar barrier-to-hire exists for certain otherwise qualified Dual Credit course instructors. Bryan ISD partners with Blinn College to offer up to 60 college credit hours at the Bryan Collegiate High School. Blinn College requires instructors to have a minimum of a Master's degree and 18 graduate hours in the field of instruction (ex: 18 hours of graduate-level English and a Master's degree in English to become a Blinn College/Bryan Collegiate English instructor). For particular courses, such as Kinesiology/Physical Education, finding a Masters-level instructor with 18 hours of Kinesiology and a teaching certificate is next to impossible—yet such instructors and courses are a must in an early college high school.

Additionally, based on historical and current trends, Bryan ISD knows there is a need for innovative recruitment and hiring processes in the area of World Languages. In fact, last year, the District had multiple vacancies in world language classrooms, most often in Spanish courses.

#### Additional Challenges:

- Flexibility needed in teacher certification due to certified teachers not available for high need and hard-to-fill positions
- Ability to extend opportunity for non certified teachers to have testing extensions for certification purposes
- Pay cuts from business and industry when entering the teaching profession
- Additional loss of pay to cover the cost of alternative teacher certification programs
- Minimum applicant pool and high vacancies in all areas at all levels
- Retention of teachers
- Teacher contract void for failure to obtain certification
- The costs with time and effort are extremely high when exiting an individual who then retains their certificate during the summer
- Minimum applicant pool and high vacancies in all areas at all levels
- Retention of teachers
- Bryan ISD will work to provide the 15 hours of field-based experience to the extent possible
- In the case this is not possible, Bryan ISD may name a candidate as teacher of records
- Bryan ISD will provide mentors and coaching support for individuals as needed
- Flexibility to fill vacancies at all levels in core areas (excluding special education and bilingual)
- Teachers who have not attained standard certification by the end of their 1-year, probationary period are not renewed for employment and their contract is void
- Teachers who have not attained standard certification by the end of their 1-year, probationary period are not renewed for employment and their contract is void

#### **Proposed Innovation/Benefits**

Bryan ISD seeks to hire certified and highly qualified individuals for every teaching position. In the event the district cannot locate a certified teacher for a position, the District would like the

opportunity to expand the number of candidates that will be recruited and trained for positions of need.

The District will determine the areas and programs for this opportunity based on the staffing needs. Bryan ISD will provide local qualifications and training requirements for professionals and experts to teach courses in lieu of traditional state requirements.

Benefits:

- Flexibility to fill vacancies at all levels
- Allow teachers to obtain certification
- Allow for increased teacher retention with mentoring, coaching, and professional development opportunities
- Educators will be allowed to instruct grade spans above and/or below their current certified level
- Bryan ISD will be allowed to retain a non-certified employee in the classroom beyond May if the teacher appraisals show proficient performance
- Employees will not experience a break in service and benefits with this waiver
  
- Teachers are allowed additional time beyond the probationary / one year to obtain certification
- The timeline for our international teachers to get all their paperwork files can be very long. Waiving this statute allows the international teacher to serve as the teacher of record while the paperwork is in process. This process can take up to four months
- Allows teachers to enter the classroom prior to certificates being provided to the district
- Allows teachers to be paid prior to certificates to be presented to the district
- Teachers are allowed additional time beyond the probationary / one year to obtain certification
- The timeline for our international teachers to get all their paperwork files can be very long. Waiving this statute allows the international teacher to serve as the teacher of record while the paperwork is in process. This process can take up to four months
- Allows teachers to enter the classroom prior to certificates being provided to the district
- Allows teachers to be paid prior to certificates to be presented to the district

When hiring teachers, the District shall ensure the following actions:

- Qualified candidates with a Texas Certification will be given priority.
- All candidates are required to complete the criminal background check in compliance with State Board for Education Certification (SBEC) rules mandated by TEC §22.0833 for a non-certified employee.
- Candidates are thoroughly vetted to ensure they have not surrendered any teaching certificates in the past or been terminated from a teaching position for reasons unacceptable to the District.

- Candidates attend a special day of training to learn the “do’s and don’ts” of being a teacher.
- Candidates attend new teacher orientation and are supported by a mentor. In addition, candidates receive pedagogy and classroom management training to ensure they can reach students and scaffold information appropriately.
- Special education, bilingual, and prekindergarten teachers must continue to be SBEC certified and are not eligible to be hired through the DOI Teacher Certification credentialing process.

This innovation will allow Bryan ISD to consider broader applicant pools and to broaden the District’s course offerings or fill hard-to-staff positions while maintaining a high quality of instruction.

### **Renewals and Amendments**

March 2021: renewed and unchanged.

June 2022: revised language approved by the Board of Trustees to include other statutory provisions and guidelines to expand teacher certification exemption to all subjects and levels.

### **Minimum Attendance for Course Credit (the 90% Rule)**

#### **Statutory Provision**

Texas Education Code §25.092: Except as provided by this section, a student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered. Board Policy Ref: FEC Attendance for Credit

#### **Challenges/Obstacles**

As Bryan ISD continues to expand the innovative and engaging instructional arrangements offered to students, such as college-based dual credit courses, internships, etc., the concept of how students participate in these instructional arrangements, also must be expanded beyond the arbitrary assessment of “seat time.” In addition, certain circumstances of life or extreme examples of health challenges (fragility, extended illness requiring hospitalization, etc.) can result in a student studying, preparing, and testing to demonstrate content mastery but falling short of attendance guidelines—thus catching the student in a trap of knowing the content but not sitting in a classroom long enough to meet the current code.

Issuing a course grade merely on the percentage of time the student attends class ignores a student’s demonstrated content mastery and can undermine the goals of innovative programming, such as student-directed self-study and exploration to achieve mastery of content. Bryan ISD believes that the attendance committees on District campuses need the flexibility to establish relevant requirements for the successful completion of these courses. Relief from the “seat time” requirements in § 25.092 does not interfere with a teacher’s right to determine the student’s final grade under TEC § 28.214 and does not restrict a teacher’s right to assign student grades in accordance with TEC § 28.0216.

### **Proposed Innovation/Benefits**

Bryan ISD will utilize local campus attendance committees to establish minimum criteria for attendance, course completion, and mastery. The District strongly believes that a student’s mastery of learning outcomes should be the determining factor in earning credit and/or a final grade rather than measures such as “seat time” that do not consider the real objectives of the educational experience. Exemption from the requirement of TEC § 25.092 will allow the District to consider circumstances of life and health and also to provide increased active learning opportunities to its students while focusing on a student’s demonstrated learning and mastery of content. This exemption would allow school personnel to act as advocates for the student to initiate the attendance committee process to grant credit for a student who fails to meet the 90 percent seat time rule.

### **Renewals and Amendments**

March 2021: renewed and unchanged.

## **Class Size and Student to Teacher Raions (K-4 grades)**

### **Statutory Provision**

Texas Education Code § 25.111 Student-Teacher Ratios, § 25.112 Class Size, § 25.113 Notice of Class Size: Texas Education Code section 25.111 requires districts to employ a sufficient number of certified teachers to maintain an average ratio of not less than 1 teacher for each 20 students in average daily attendance. Texas Education Code section 25.112 generally prohibits a district from enrolling more than 22 students in a K-4th grade class unless the district claims an exemption through the Texas Education Agency’s (TEA) waiver procedure. Texas Education Code section 25.113 requires a campus or district that is granted a class size waiver to provide parental notice. Board Policy Ref: BF Campus Class Size Waivers; EEB Instructional Arrangements—Class Size

### **Challenges/Obstacles**

Bryan ISD strives to keep class sizes down and to increase the amount of individualized instruction for students to the greatest extent possible. Serving a population that is largely identified as at-risk and on free or reduced lunch often means that more adults in a classroom in order to accelerate learning such that students achieve on-level learning and are promoted to the next grade with sufficient knowledge and skills. Utilizing exemptions available under a DOI designation, it is the District’s intent to address some significant concerns in grades K–2, namely poor reading levels and retention.

### **Proposed Innovation/Benefits**

The District proposed to initially utilize a small pilot project in Kindergarten at one school only to demonstrate the effectiveness of a new structure led by seasoned teachers with demonstrated excellence. At Crockett Elementary, for example, this model of instruction would change the ratio of students: to adults in the classroom from 20:1 to 14:1, meaning more instructional staff could create smaller, more focused, and individualized learning for students.

\*Note: this model is not in use at this time (January 2021). The waiver will remain for future committee and staff consideration.

Doing so could address below-average reading levels and high retention rates. The model would include certified lead teachers, associate teachers (degreed professionals who are interested in pursuing teacher certification), and paraprofessionals (who have also expressed an interest in pursuing a teaching degree and certification).

\*Bryan ISD does not currently employ associate teachers. The waiver will remain in place for future committee and staff consideration.

Not only does this model lower the ratio of students to adults, it also creates a “teacher pipeline” of prepared individuals moving from paraprofessional to associate teacher to teacher, which creates a career stream of prepared teachers under the guidance of proven lead teachers.

Under the current code, K – 4 classes are to be kept at a 22-student-to-1-teacher ratio. When a class exceeds this limit, the district must complete a waiver with the TEA. Along with the waiver, it is required that a letter is sent home to each parent in the section that exceeds the 22:1 ratio, informing them the waiver has been submitted. Many times soon after the waiver is submitted, students move out of the district, and the class size ratio falls back below 22:1.

The District proposed to initially utilize a pilot study (one grade, one school) to assess the model described above while establishing procedures to vet, evaluate and potentially expand the model if it produced the expected and intended results. The District maintained transparency with its efforts and was not required to submit notification home in the event the model is implemented or removed, as the flexibility to tailor the learning environment and the changing number of students in our highly mobile population could recreate the burdensome inefficiencies this exemption seeks to avoid. The model is not in place at this time and is under review. The waiver will remain in place for future committee and staff consideration.

### **Renewals and Amendments**

March 2021: Renewed with language revised to include removal of Crockett Elementary and notation that the model is not in current use but the waiver will remain for future committee and staff consideration

## **Possession of Nicotine e-Cigarettes**

### **Statutory Provision**

Texas Education Code § 37.006 requires districts to remove a student from class and place in a disciplinary alternative education program as provided by Section 37.008 if the student possesses, uses, sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code.

### **Challenges/Obstacles**

The district seeks to prioritize student education in all subject areas and provide instruction on the harmful effects of nicotine and general wellness. Under the new provisions of the statute, students would be mandatorily placed at the DAEP for possessing an e-cigarette (vape) containing nicotine. However, a student possessing an actual cigarette containing nicotine would face other, lesser consequences under the student code of conduct.

The district believes that students possessing a nicotine e-cigarette (vape) would be best served by providing educational support regarding nicotine's harmful effects and appropriate consequences rather than removing the student to the DAEP. The removal of students to the DAEP, a much more restrictive setting, is done cautiously. Our primary goal is to keep students at their assigned campuses with the teachers and staff who know them best and provide the necessary support.

### **Proposed Innovation/Benefits**

Bryan ISD wholly supports efforts to fight the rising use and e-cigarettes and vapes. However, we believe the District can more effectively combat these habits through proactive educational techniques and disciplinary options other than mandatory DAEP placements.

The district believes students possessing e-cigarettes containing nicotine would be best supported by providing additional wellness education and remaining on the campus with appropriate consequences. The district is not requesting exempt provisions under Section 37.006, which require mandatory removal to DAEP for possessing controlled substances such as marijuana and THC.

### **Renewals and Amendments**

August 2023: Board consideration and approval of the amendment to include this statute in the district's local innovation plan.



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Children First. Always.



# District of Innovation Local Innovation Plan Amendment



## Process Requirements

PROCESS REQUIREMENT	AMENDMENT	RENEWAL
Board Resolution/Petition signed by majority of District Advisory Committee	NO	NO
Public Hearing by School Board on whether to develop a plan (TEC §12A.002)	NO	NO
Final version of the proposed plan has been available on the district's website for at least 30 days	NO	YES
The board of trustees has notified the commissioner of education of the board's intention to vote on adoption of the proposed plan (see applicable "Notification" section below)	NO	NO
The district-level committee established under the Texas Education Code (TEC), §11.251, has held a public* meeting to consider the final version of the proposed plan and has approved the plan by a majority vote of the committee member (*meeting must be public for renewal)	YES	YES
The board of trustees adopts a proposed local innovation plan by an affirmative vote of two-thirds of the membership of the board	YES	YES
The district notifies the commissioner of approval of the plan along with a list of approved TEC exemptions by completing the agency <a href="#">form</a> provided in the figure in this subsection (see applicable "Notification" section below)	YES	YES
The district shall ensure that a copy of the local innovation plan is posted on the district's website in accordance with the TEC, §12A.0071, for the term of the designation as an innovation district.	YES	YES
Not later than the 15th day after the date on which the board of trustees finalizes a local innovation plan either through adoption, amendment, or renewal, the district shall provide a copy of [link to] the current local innovation plan to the Texas Education Agency for posting on the agency website	YES	YES

**District of Innovation  
Committee**



**District Educational  
Improvement Committee (DEIC)**

## Effective September 1, 2023

SB 2428 amends Texas Education Code §37.006 and **requires (Mandatory)** districts to:

- remove a student from class and place in a disciplinary alternative education program (**DAEP**) as provided by Section 37.008 if the student:
  - possesses,
  - uses,
  - sells,
  - gives,
  - or delivers to another person
- an **e-cigarette**, as defined by Section 161.081, Health and Safety Code.

- If the DAEP is at capacity and/or a student engaging in violent conduct needs to be placed at DAEP, then the student in possession of an e-cigarette may be placed in in-school suspension until there is an opening at the DAEP.
- Requires the TEA to develop a program to educate students required to be removed for possession of e-cigarettes about the risks of substance abuse and the use of e-cigarettes.
  - may be provided in person or online
  - must include an assessment
  - and the student must score satisfactorily before returning to class.

# Background & Challenges

Many districts across the state do not have the testing kits on-site to determine if the contents of a vape are nicotine-based or contained other controlled substances such as<sup>374</sup> THC or marijuana.

Due to Bryan ISD's partnership with the Bryan Police Department, we are able to test vapes on-site and make the appropriate determination regarding the substance.

- **Note:** Under the new statute a student with a cigarette would not receive a mandatory placement at DAEP, but a student with a nicotine vape would.

Students in possession of vapes containing TCH, marijuana, or other controlled substances are already placed at the DAEP along with behavioral supports and education specific to substance abuse.



# Current Efforts

Focus on Prevention and Behavioral Support along with Appropriate Consequences

Ripple Effects - Social and Emotional Learning Platform

Partnership with BVCASA

- Students assigned to DAEP for possession of controlled substances such as THC and marijuana are provided the opportunity to attend a BVCASA evening course with their parent(s).

Secondary Student Summit on Vaping with BVCASA

Expansion of Student Organizations Advocating Against the Tobacco

BVCASA Elementary Lessons



## What we do

Ripple Effects delivers equity-driven, digital social and emotional learning (SEL), mental health and behavioral supports that allow for both universal CASEL-aligned instruction, and trauma-informed lessons personalized to the needs of each learner.

# Proposed Innovation Amendment

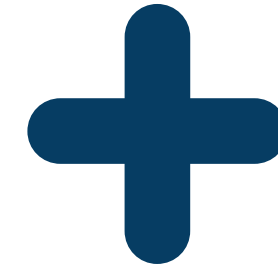


Bryan ISD wholly supports efforts to fight the rising use and e-cigarettes and vapes. However, we believe the District can more effectively combat these habits through proactive educational techniques and disciplinary options other than mandatory DAEP placements.

The district believes students possessing e-cigarettes containing **nicotine** would be best supported by:

- providing additional wellness education and
- remaining on campus with appropriate consequences.

The district is not requesting exempt provisions under Section 37.006, which require mandatory removal to DAEP for possessing controlled substances such as marijuana and THC.





# THANK YOU

[www.bryanisd.org](http://www.bryanisd.org)



**Closed Session**

1. Discuss Issues Pertaining to Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee (Texas Government Code Chapter 551.074)
2. Pursuant to Texas Government Code Sections 551.0821, Deliberation Concerning a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed

**Reconvene in Open Session**

**ADJOURN**

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