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A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, August 4, 2025, beginning at 12:00 PM in the Boardroom of the Administration Building, 801 South Ennis Street, Bryan, Texas 77803, where a quorum of the Board of Trustees will be present.

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

**1. Call to Order**

**2. Welcome**

**3. Public Comment on Agenda Item**

**4. Closed Session**

4.A. Consultation with Legal Counsel Regarding Legislative Update - Texas Government Code 551.071

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

4.C. Discussion Related to a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed - Texas Government Code 551.0821

4.D. Discuss Issues Related to the Purchase, Exchange, Lease, or Value of Real Property - Texas Government Code 551.072

4.E. Discuss Financial Information from a Business Prospect Considering Locating in the District - Texas Government Code 551.087

**5. Reconvene in Open Session**

**6. Information Items**

6.A. Bond Steering Committee Update

# BRYAN INDEPENDENT SCHOOL DISTRICT

2025-2026

# BOND STEERING COMMITTEE



Draft

# PURPOSE, PROCESS, SCHOOL FINANCE, & COMMITTEE RECOMMENDATION

## SCHOOL FINANCE



Draft

# PURPOSE, PROCESS, SCHOOL FINANCE, & COMMITTEE RECOMMENDATION

## Bryan ISD Profile Bond Elections, Refundings, and Prepayments since 2008



5/10/2008	Bond Election - \$37,500,000 of Bonds (74.6% voter approval)	Bond Election
7/08/2009	Issuance of Bonds callable at anytime with penalty	
2/1/2012	Prepayment - Avoided \$118,045 of interest ←	Prepayment
2/15/2013	Prepayment - Avoided \$52,710 of interest ←	Prepayment
7/30/2013	Refunding - For savings of \$704,926	Refinancing
11/04/2014	Bond Election - \$132,000,000 of Bonds (64.5% voter approval)	Bond Election
2/15/2015	Prepayment - Avoided \$247,318* of interest ←	Prepayment
3/26/2015	Refunding - For savings of \$6,996,821	Refinancing
3/21/2017	Refunding - For savings of \$7,250,648	Refinancing
Fall 2017	TRE Election - Raised M&O Rate by 2 cents (91% voter approval)	
2/15/2018	Prepayment - Avoided \$53,130* of interest ←	Prepayment
3/08/2018	Refunding - For savings of \$5,289,996	Refinancing
2/15/2019	Prepayment - Avoided \$495,000 of interest ←	Prepayment
5/04/2019	Bond Election - \$12,000,000 of Bonds (86.1% voter approval)	Bond Election
11/03/2020	Bond Election - \$175,000,000 of Bonds (50.4% voter approval)	Bond Election
2/12/2021	Prepayment - Avoided \$1,541,250 of interest ←	Prepayment
7/25/2023	Prepayment - Avoided \$881,556 of interest ←	Prepayment
4/17/2025	Prepayment - Avoided \$962,702 of interest ←	Prepayment

Note:  
\* Estimated avoided interest (Series 2009).



# PURPOSE, PROCESS, SCHOOL FINANCE, & COMMITTEE RECOMMENDATION

DEBT  
CEILING

\$0.50  
\$0.49  
\$0.48  
\$0.47  
\$0.46  
\$0.45  
\$0.44  
\$0.43  
\$0.42  
\$0.41  
\$0.40  
\$0.39  
\$0.38  
\$0.37  
\$0.36  
\$0.35  
\$0.34  
\$0.33  
\$0.32  
\$0.31  
\$0.30  
\$0.29  
\$0.28  
\$0.27  
\$0.26  
\$0.25  
\$0.24  
\$0.23  
\$0.22  
\$0.21  
\$0.20  
\$0.19  
\$0.18  
\$0.17  
\$0.16  
\$0.15  
\$0.14  
\$0.13  
\$0.12  
\$0.11  
\$0.10  
\$0.09  
\$0.08  
\$0.07  
\$0.06  
\$0.05  
\$0.04  
\$0.03  
\$0.02  
\$0.01  
\$0.00

**Available I&S Tax Rate**

**Existing I&S Tax Rate**

\$400M

**Bond Election Amount**

Up to \$400 Million

**I&S Tax Rate Increase**

None  
Staggered Sale 2026,  
2029, and 2031

**Required Ballot Language:**

\*\*\*THIS IS A PROPERTY TAX INCREASE\*\*\*



Draft

# PURPOSE, PROCESS, SCHOOL FINANCE, & COMMITTEE RECOMMENDATION

## Estimated Bond Issuances

\*Assumptions under current law\*

- Bond Election held November of 2025
- August 2026
  - \$290,000,000
- August 2029
  - \$60,000,000
- August 2031
  - \$47,000,000

Why August? \*Certified values are received in late July\*



# PURPOSE, PROCESS, SCHOOL FINANCE, & COMMITTEE RECOMMENDATION

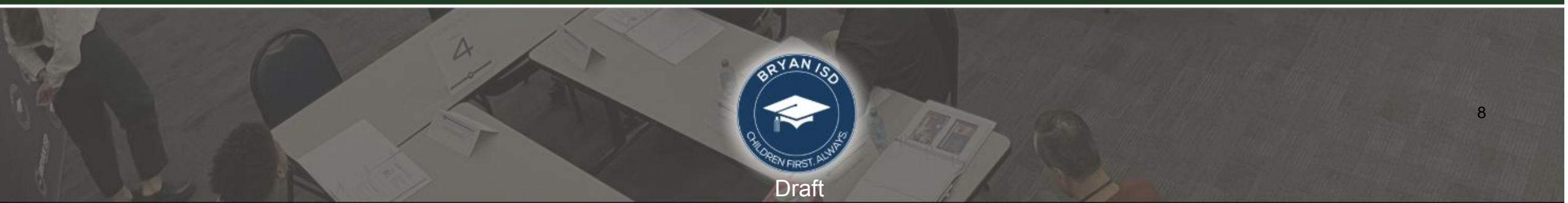
## Final Thoughts .....

- \$400M capacity with no change to the I&S tax rate
- Favorable credit ratings
- The local budget is structured to support the day-to-day functions of the district, and does not have the capacity to fund major building projects
- 100% of the funds generated through a bond election remain under local control and are invested directly into Bryan ISD.
- Major decisions will not be made without input from the Bond Oversight Committee and ultimately the Board of Trustees.





# WHAT IS THE BOND STEERING COMMITTEE RECOMMENDATION?



Draft

**Let's Play**

**Kahoot!**

# KAHOOT QUESTIONS

- What percentage of BISD secondary students are enrolled in CTE classes?
- What percentage of BISD secondary students are enrolled in athletics?
- How many academic credits has Bryan Collegiate High School awarded to its students since the school first opened?
- How many Bryan ISD students are expected to ride a single school bus over its full service lifespan?
- Based on projected enrollment and athletic participation, how many students will use the fieldhouse during its expected lifespan of 50 years?



# BRYAN ISD BOND PROPOSITIONS

## Prop A– General

**Total Proposed: \$325,427,476**  
**82% of total bond**

**Safety and Security**  
**Transportation**  
**Fine Arts Improvements**  
**Priority Maintenance**  
**Bryan High Renovations**  
**Rudder High Renovations**  
**Bryan Collegiate Rebuild**  
**and more.....**

## Proposition B– Athletics

**Total Proposed: \$67,423,764**  
**17% of total bond**

**Scoreboards**  
**Batting Cage Covers**  
**Synthetic Turf Baseball and Softball**  
**Concession and Fieldhouse**  
**Renovations**  
**Merrill Green Stadium Renovations**  
**and Field House Rebuild**  
**and more.....**

## Prop C– Technology

**Total Proposed: \$4,060,178**  
**1% total bond**

**Instructional Technology–**  
**Classroom Displays**



# NEXT STEPS



Draft

# KEY DATES AND DEADLINES

<u>Deadline</u>	<u>Dates</u>
<b>Last Day to Order General Election or Election on a Measure</b>	<b>Monday, August 18, 2025</b>
Last Day to Register to Vote	Monday, October 6, 2025
First Day of Early Voting	Monday, October 20, 2025 <i>17th day before election day falls on a Saturday, first day moves to next business day</i>
Last Day to Apply for a Mail Ballot	Friday, October 24, 2025
Last Day of Early Voting	Friday, October 31, 2025
<b>Election Day</b>	<b>Tuesday, November 4, 2025</b>



A young boy with short hair is smiling broadly, showing his teeth. He has both hands raised in the air, palms facing forward, in a gesture of gratitude or excitement. He is wearing a blue t-shirt with a black graphic that includes the word 'BRITAIN' and a stylized figure. The background is a blurred outdoor setting, possibly a sports field or stadium, with green grass and some structures in the distance. The lighting is bright, suggesting it's daytime.

**THANK YOU.**

## **7. Consent Agenda**

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

OFFICE OF BRAZOS COUNTY

June 17, 2025

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

Ms. Carrabine,  
On behalf of the Brazos County Extension Staff, we hereby respectfully request the approval of the attached Adjunct Faculty Agreement with the Bryan Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 U) Requirements for Student Attendance Accounting for the 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:

1. The student is participating in an activity that is approved by the local board of trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:
  - a. Has a minimum of a bachelor’s degree; and
  - b. Is eligible for participation in the Teacher Retirement System of Texas.

Brazos County requests the Extension personnel listed on the enclosed *Adjunct Faculty Agreement* be awarded adjunct faculty staff member status for the period of time indicated on the agreement. Extension personnel, as ISD adjunct faculty members, will only supervise and be responsible for Texas 4-H members of the district.

I hope Bryan Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

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



Ashleigh Sugg  
Program Assistant  
4-H & Youth Development



Chadd Caperton  
County Extension Agent  
Agriculture & Natural Resources

Attachment: *Resolution for Extracurricular Status of 4-H Organization*

**OFFICE OF BRAZOS COUNTY  
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 individuals as an adjunct faculty member of the Bryan Independent School District.

Upon consideration and vote of \_\_\_ in favor, Ashleigh Sugg, Antoinette Morris, Flora Williams, Lora Jorgensen, Chadd Caperton, & Stephen Brueggerhoff is hereby named as adjunct faculty members 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, 2025 and remain in effect until the 22nd day of May, 2026.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Ashleigh Sugg	Program Assistant 4-H & Youth Development	B.S. Animal Science M.S. Ag Leadership, Edu. & Comm.	Texas A&M University Texas A&M University	2023 In progress
Antoinette Morris	PVAMU Agent 4-H & Youth Development	B.S. Horticulture	Texas A&M University	2017
Flora Williams	CEA Family & Community Health	B.S. Home Economics M.S. Education Curriculum & Instruction EdD Education	Prairie View A&M University University of Pheonix University of Pheonix	1992 2008 2025
Lora Jorgensen	CEA Better Living for Texans	B.S. Medical Microbiology & Immunology M.S. Medical Technology Maters of Public Health	University of Wisconsin University of Wisconsin University of Texas	1993 1995 2019
Chadd Caperton	CEA Agriculture & Natural Resources	B.S. Animal Science M.S. Agriculture	Stephen F. Austin State University Stephen F. Austin State University	1999 2015
Stephen Brueggerhoff	CEA Horticulture	B.S. Agriculture M.S. Forest Resources	Sam Houston State University University of Washington	1993 2001

3. Adjunct faculty members will receive no compensation, salary of remuneration from Bryan Independent School District.
4. Adjunct faculty members will and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct Faculty members will and shall remain under the direct supervision of the District Extension Administrator of District 9, Mr. Eric Zimmerman.
6. Adjunct Faculty members 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 will have no responsibility for any of such plans.

**OFFICE OF BRAZOS COUNTY**

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 members 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 pursuant to the supervisory authority of the District Extension Administrator. Adjunct faculty members are not the employee of the School District, and School District does not or shall not supervise, direct, or control the activities and/or participation of such Brazos County Extension Agents who have been herein designated as an adjunct faculty member.

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

This appointment of the herein named Brazos County Extension Agents, Ashleigh Sugg, Antoinette Morris, Flora Williams, Lora Jorgensen, Chadd Caperton, & Stephen Brueggerhoff, 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.

Signed this \_\_\_ day of \_\_\_\_\_, 2025.

Bryan Independent School District  
By: \_\_\_\_\_

OFFICE OF BRAZOS COUNTY

June 17, 2025

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

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

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

Sincerely,



Ashleigh Sugg  
Program Assistant  
4-H & Youth Development



Chadd Caperton  
County Extension Agent  
Agriculture & Natural Resources

Attachment: *Resolution for Extracurricular Status of 4-H Organization*

**RESOLUTION**  
**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 recognized 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.

A local representative of the Texas A&M AgriLife Extension Service will request academic eligibility for all 4-H competitive activities, regardless of if a school absence is or is not required and for non-competitive purposes when an absence is required.

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

\_\_\_\_\_  
Board of Trustee

\_\_\_\_\_  
Superintendent



# 2025-2026 BRAZOS COUNTY 4-H CALENDAR

## BRAZOS COUNTY 4-H STAFF

**ASHLEIGH SUGG** 4-H & YOUTH PROGRAM ASSISTANT, ASHLEIGH.SUGG@AG.TAMU.EDU

**DR. FLORA WILLIAMS** CEA FAMILY & COMMUNITY HEALTH, FLORA.WILLIAMS@AG.TAMU.EDU

**CHADD CAPERTON** CEA AG & NATURAL RESOURCES, CHADD.CAPERTON@AG.TAMU.EDU

**EMILY BESSER** OFFICE MANAGER, EMILY.BESSER@AG.TAMU.EDU

**KELLIE MONTOYA** ADMINISTRATIVE ASSISTANT 4-H, KELLIE.MONTOYA@AG.TAMU.EDU

**JANICE ANDERSON** ADMINISTRATIVE ASSISTANT ANR/HORT, JANICE.ANDERSON@AG.TAMU.EDU

**LESLIE REYES** ADMINISTRATIVE ASSISTANT FCH, LESLIE.GONGORA@AG.TAMU.EDU

**\*\*DATES ARE SUBJECT TO CHANGE- CHANGES  
WILL BE COMMUNICATED VIA BI-WEEKLY EMAIL,  
MONTHLY NEWSLETTER, & FACEBOOK POSTS**



[HTTPS://BRAZOS.AGRILIFE.ORG](https://BRAZOS.AGRILIFE.ORG)



BRAZOS COUNTY 4-H



979-823-0129



4153 COUNTY PARK CT.  
BRYAN, TX 7802

# AUGUST 2025

SUN

MON




TUE

WED

THU

FRI

SAT

					1	2 CLUB OFFICER & ADULT LEADER TRAINING
3	4  CAKE SHOW & AUCTION	5	6	7	8 DUE- HOT FAIR & STATE FAIR ENTRIES	9
10 BRAZOS COUNTY ACHIEVEMENT BANQUET 	11	12	13	14	15	16  COUNTY CLUB FAIR
17	18	19 YOUTH & ADULT LEADERS MEETING	20	21 D9 CLUB MANAGER/4-H LEADERS TRAINING TAG ORDERS DUE- FALL HEIFERS, SHEEP, GOATS	22	23
24 31	25	26	27	28	29	30 22



# SEPTEMBER 2025

SUN

MON




TUE

WED

THU

FRI

SAT

 <b>NEW 4-H YEAR!</b>	<p>1</p>  <b>OFFICE CLOSED</b>	<p>2</p>	<p>3</p>	<p>4</p> <b>TAG ORDERS DUE-</b> BCYLS STEERS <b>ORDERS DUE-</b> MAJOR BROILERS	<p>5</p> <b>4-H &amp; FFA WEEKEND</b>	<p>6</p> <b>IN AGGIELAND</b> <b>LEADER TRAINING &amp;</b> <b>FALL D9 COUNCIL</b> <b>MEETING</b>
<p>7</p>	<p>8</p>	<p>9</p>	<p>10</p> <b>REGISTRATION-</b> FOOD & NUTRITION PROJECT INFO NIGHT	<p>11</p>	<p>12</p>	<p>13</p>
<p>14</p>	<p>15</p>	<p>16</p> <b>COUNTY COUNCIL</b> <b>OFFICERS ONLY</b> <b>MEETING</b>	<p>17</p> <b>TENTATIVE-</b> <b>TAG ORDERS DUE-</b> BCYLS & MAJOR SWINE	<p>18</p>	<p>19</p>	<p>20</p>
<p>21</p> <b>VALIDATION-</b> BCYLS STEERS & COMMERCIAL STEERS	<p>22</p> <b>REGISTRATION-</b> FASHION TOUR	<p>23</p>	<p>24</p> <b>FOOD &amp; NUTRITION</b> <b>PROJECT INFO NIGHT</b>	<p>25</p>	<p>26</p>	<p>27</p>
<p>28</p>	<p>29</p>	<p>30</p>		 <b>NEW FAMILY</b> <b>ORIENTATION</b>		<p>23</p>



# OCTOBER 2025



SUN

MON

TUE

WED

THU

FRI

SAT

			1	2	3	4
5 NATIONAL 4-H WEEK	6 FASHION TOUR	7	8	9 NEW FAMILY ORIENTATION	10	11 ONE DAY 4-H
12	13	14	15 PIZZA RANCH DUE- JR. LEADERSHIP LAB	16 ORDERS DUE- BCYLS BROILERS	17	18
19	20 VALIDATION- FALL SHEEP & GOAT REGISTRATION- FASHION INFO NIGHT	21 YOUTH & ADULT LEADERS MEETING	22 VALIDATION- FALL HEIFER ENTRIES DUE- BRAZOS COUNTY FOOD CHALLENGE	23 D-9 SCHOLARSHIP WORKSHOP	24 REGISTRATION- FOOD & NUTRITION SUMMIT	25
26	27 MAJOR SHOW	28 ENTRY WEEK	29	30	31 DURING OFFICE HOURS (8:00 AM - 5:00 PM)	24

# NOVEMBER 2025

SUN

MON


TUE

WED

THU

FRI

SAT

						1
	MAJOR SHOW ENTRY WEEK DURING OFFICE HOURS (8:00 AM - 5:00 PM)					
2	3 FASHION & INTERIOR DESIGN INFO NIGHT	4	5 BRAZOS COUNTY FOOD CHALLENGE	6	7 JUNIOR LEADERSHIP LAB- CALDWELL	8 FOOD & NUTRITION SUMMIT
9	10	11	12 SUBMISSION LINK OPENS- COUNTY PHOTOGRAPHY	13  4-H 2.0 INFO NIGHT	14	15
16	17 VALIDATION- MAJOR SWINE REGISTRATION- FASHION & INTERIOR DESIGN WORKSHOP	18 COUNTY COUNCIL OFFICERS ONLY MEETING	19	20	21	22
23	24	25	26	27 HAPPY <i>thanks giving</i>	28 OFFICE CLOSED	29 25

# DECEMBER 2025

SUN

MON

TUE

WED

THU

FRI

SAT

	1 <b>FASHION &amp; INTERIOR DESIGN WORKSHOP</b>	2	3	4	5	6
7	8 <b>VALIDATION- BCYLS SWINE</b>	9	10	11	12 	13 <b>SOUTHERN CLASSIC</b>
14	15	16  <b>BRAZOS COUNTY 4-H CHRISTMAS PARTY</b>	17 <b>ENTRIES DUE- INVITATIONAL QUIZ BOWL</b>	18	19	20
21	22	23	24 <b>OFFICE CLOSED</b>	25 <b>MERRY CHRISTMAS</b> 	26 <b>OFFICE CLOSED</b>	27
28	29	30 <b>ENTRIES DUE- BRAZOS COUNTY FOOD SHOW</b>	31			



# JANUARY 2026

SUN

MON

TUE

WED

THU

FRI

SAT

				1	2 ENTRIES DUE- COUNTY PHOTOGRAPHY CONTEST	3
	5 WINTER D9 COUNCIL MEETING (VIRTUAL)	6	7	8 ENTRIES DUE- BRAZOS COUNTY ROUNDUP	9 INVITATIONAL QUIZ BOWL- LIVESTOCK, FCH, HORSE	10 DUE- DOG VALIDATION
	12	13	14 BRAZOS COUNTY FOOD SHOW	15	16	17
	19  OFFICE CLOSED	20 YOUTH & ADULT LEADERS MEETING	21	22 BRAZOS COUNTY ROUNDUP 	23 REGISTRATION- FASHION & INTERIOR DESIGN DAY CAMP	24
	26	27	28	29 ENTRIES DUE- FASHION SHOW, QUILT SHOW & VIRTUAL STORY BOARDS	30	31



# FEBRUARY 2026

TBD-  
D9 ARCHERY  
TBD-  
BCYLS RABBIT VALIDATION

SUN

MON

TUE

WED

THU

FRI

SAT

1	2	3	4	5	6	7 FASHION & INTERIOR DESIGN DAY CAMP
8	9	10	11	12	13	14 
15	16 ENTRIES DUE- FCH QUIZBOWL	17 ENTRIES DUE- VIRTUAL HEALTHY LIFESTYLES	18	19 FASHION SHOW, QUILT SHOW, & STORY BOARD AWARDS	20	21
22	23	24	25	26	27	28 ENTRIES DUE- BCYLS 



23/4-23



3/14-29

# MARCH 2026



TBD-  
TAMU JUDGING CLINICS

SUN

MON









TUE

WED

THU

FRI

SAT

1	2 FCH QUIZBOWL	3 VIRTUAL HEALTHY LIFESTYLES CONTEST	4	5	6	7
8	9	10	11	12	13	14
15	16	17 COUNTY COUNCIL OFFICERS ONLY MEETING	18	19	20	21 
22 	23 	24 	25 ENTRIES DUE- D9 HORSE JUDGING, D9 PHOTOGRAPHY, D9 RIFLE, AIR RIF, AIR PIST. 	26 	27 	28 
29	30	31				

# APRIL 2026

SUN

MON

TUE

WED

THU

FRI

SAT

			1 ENTRIES DUE- BIG TIME IN D9	2	3 <i>Good Friday</i> OFFICE CLOSED	4
5 	6	7 APPLICATIONS DUE- 2026-2027 COUNTY COUNCIL OFFICER	8 ENTRIES DUE- MULTI DIST LIVESTOCK, MEATS, & SOILS	9	10	11
12	13	14 INTERVIEW- COUNTY COUNCIL OFFICER CANDIDATES	15	16	17	18 D9 HORSE JUDGING  D9 RIFLE, AIR RIFLE, & AIR PISTOL
19	20	21 YOUTH & ADULT LEADERS MEETING OFFICER ELECTIONS	22	23	24	25 
26	27	28  RECORDBOOK WORKSHOP	29	30	BIG TIME IN THE WOODLANDS D9 -	
						30

# MAY 2026

TBD DUE-  
D-9 OFFICER APPS  
STATE ROUNDUP ENTRIES

SUN

MON

TUE

WED

THU

FRI

SAT

					1 D-9 ROBOTICS CONTEST DUE- HORSE VALIDATION	2 MULTI DISTRICT LIVESTOCK & MEATS JUDGING
3	4	5	6	7	8 TENTATIVE ORDERS DUE- STATE FAIR BROILERS & TURKEY	9
10	11	12	13 DUE- D-9 LEADERSHIP LAB	14	15	16
17	18	19 YOUTH & ADULT LEADERS MEETING OFFICER INSTALLATION	20 ENTRIES DUE- D9 HORSE SHOW	21	22	23
24 31	25 MEMORIAL DAY OFFICE CLOSED	26	27	28	29	30 31

# JUNE 2026

SUN

MON


TUE

WED

THU

FRI

SAT

	1	2	3	4	5	6
	<b>TEXAS 4-H ROUNDUP &amp; LEAD ACADEMY-</b> COLLEGE STATION, TX				4-H FRIDAYS SUMMER DAY CAMP	
7	8	9	10	11	12	13
	DUE- RECORDBOOKS	D9 LEADERSHIP GALVESTON		LAB -	4-H FRIDAYS SUMMER DAY CAMP	
14	15	16	17	18	19	20
			VALIDATION- STEER & HEIFER APPLICATIONS DUE- COUNTY AWARDS & SCHOLARSHIPS		 OFFICE CLOSED	
21	22	23	24	25	26	27
	VALIDATION- STATE FAIR/HOT SHEEP, GOAT, SWINE	D9 HORSE SHOW		INTERVIEW- COUNTY STAR AWARDS	4-H FRIDAYS SUMMER DAY CAMP	
28	29	30				

# JULY 2026

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3 <b>4<sup>th</sup> of July</b> OFFICE CLOSED	4
5	6	7	8	9	10 4-H FRIDAYS SUMMER DAY CAMP	11
		STATE DOG SHOW				
12	13	14	15	16 DUE- DISTRICT QUALIFYING RECORDBOOKS	17 4-H FRIDAYS SUMMER DAY CAMP	18
19	20	21 D-9 RECORD BOOK JUDGING- CONROE	22	23 COUNTY COUNCIL OFFICER TRAINING	24 4-H FRIDAYS SUMMER DAY CAMP	25
26	27	28	29	30	31 4-H FRIDAYS SUMMER DAY CAMP	

# AUGUST 2026

SUN

MON




TUE

WED

THU

FRI

SAT

						1  CLUB OFFICER & ADULT LEADER TRAINING
2	3  CAKE SHOW & AUCTION	4	5	6	7	8
9 BRAZOS COUNTY ACHIEVEMENT BANQUET 	10	11	12	13	14	15  COUNTY CLUB FAIR
16	17	18  YOUTH & ADULT LEADERS MEETING	19	20  D9 CLUB MANAGER/4-H LEADERS TRAINING	21	22
23  30	24  31	25	26	27	28	29  34

7.B. Consideration and Possible Action to Amend Board Policies FM (Local) and FD (Local)

**Persons Age 21 and Over**

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

**Registration Forms**

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

Proof of Residency

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

**Minor Living Apart**

Person Standing in Parental Relation

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

Misconduct

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

Exceptions

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

Extracurricular Activities

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

~~Students Not Enrolled~~

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

**Nonresident Student in Grandparent's After-School Care**

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

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

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

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

Nonaccredited Schools

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

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

**Transfer of Credit**

Accredited Texas Public Schools

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

Other Accredited or Nonaccredited Schools

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

Transition Assistance

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

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the

withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

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

STUDENT ACTIVITIES

FM  
(LOCAL)

**Extracurricular  
Activity Absences**

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

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

**Use of District  
Facilities**

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

Non-Enrolled  
Students

~~[For eligibility of a private school student, including a homeschool student, to participate in extracurricular activities, see FD(LOCAL).] Non-enrolled students shall not be permitted to participate in extra-curricular activities, including activities governed by the University Interscholastic League.~~

7.C. Consider Approval of PreK Partnership with Faith and Family Early Learning Center

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN DISTRICT AND CHILD CARE CENTER**

This Memorandum of Understanding Between District and Child Care Center (the “MOU”) is entered into by **Bryan Independent School District** (“District”) and Faith and Family Early Learning Center, a Texas limited liability company (“Center”) operating at 4232 Boonville Road, Bryan, Texas 77802.

The effective date of the MOU is August 13, 2025. Throughout the MOU, District and Center may be collectively referenced as “Parties,” or either District or Center may be individually referenced as a “Party.”

**I.**  
**RECITALS**

**WHEREAS** the Texas Workforce Commission (“TWC”) has approved a grant with the Texas Education Agency (“TEA”) to design a pre-kindergarten expansion initiative with the Texas A&M University System (“TAMUS”) to provide supplemental financial support, technical assistance, and effective collaboration to establish pre-kindergarten partnerships between independent school districts and childcare programs and centers;

**WHEREAS** District is a public school district located in Brazos County, Texas;

**WHEREAS** District is a District of Innovation in accordance with Texas law;

**WHEREAS** Center operates a childcare center in Brazos County, Texas;

**WHEREAS** Center is licensed by and in good standing with the Texas Department of Health and Human Services, Child Care Licensing Division;

**WHEREAS** Center meets one or more of the criteria as a childcare facility to be eligible for a formal pre-kindergarten partnership with an independent school district;

**WHEREAS** District and Center desire to increase the enrollment and participation of Enrollees in High-Quality Pre-Kindergarten (“High-Quality Pre-K”);

**WHEREAS** District has, based upon the approval of its Board of Trustees, agreed to admit, on a tuition-free basis, eligible three-year-old and four-year-old students for the purpose of receiving early childhood services/education to be provided at the Center’s facility (those who are enrolled to be referenced as “Enrollees”);

**WHEREAS** Center has, based upon the approval of its relevant management, agreed to accept Enrollees for the purpose of receiving early childhood services/education at Center’s facility;

**WHEREAS** District and Center desire their partnership to be considered a “formal partnership” (as TEA construes such a relationship in the context of prekindergarten partnerships between school districts and private childcare centers);

**WHEREAS** Center and District agree that Center and District are not agents of one another and, as such, neither has the right or ability to legally obligate the other;

**WHEREAS** District and Center, pursuant to their formal prekindergarten partnership (as the terms and provisions are articulated in this MOU), will dually enroll Enrollees in both District and Center;

**WHEREAS** Enrollees will physically attend and receive instruction at the Center’s facility;

**WHEREAS** Center will provide instruction that meets or exceeds statutory requirements for components of a High-Quality Pre-K program;

**WHEREAS** the Parties will operate their respective programs in a coordinated manner to maximize the effective and efficient delivery of educational services to Enrollees (to include services that are government-subsidized and/or free), to avoid program overlap, to maximize retention of qualified personnel, to ensure effective placement of qualified personnel, and to satisfy all requirements placed upon the Parties by virtue of the program(s) each Party operates.

**NOW THEREFORE**, for, and in consideration of, the tasks performed by both the Parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Center, pursuant to this MOU, agree to the following:

**II.**  
**CRITERIA FOR ENROLLEE ELIGIBILITY**

A. In order to participate in the collaborative program of High-Quality Pre-K detailed in this MOU (the “Program”) as an Enrollee, an Enrollee must satisfy the following requirements:

1. An Enrollee must be three or four years of age as of September 1<sup>st</sup> of the school year for which an Enrollee seeks admission; **and**
2. An Enrollee must meet **at least one** of the following criteria:

- a. Enrollee is unable to speak and comprehend the English language as measured by District via LAS Links, an English language proficiency assessment tool utilized by the U. S. Department of Education;
  - b. Enrollee is educationally disadvantaged (i.e., eligible to participate in the national free or reduced-price lunch program);
  - c. Enrollee is homeless (as defined by 42 U.S.C., Section 1143a, regardless of the residence of the Enrollee, Enrollee's parent(s) or guardian(s), or other person(s) having lawful control of the Enrollee);
  - d. Enrollee is a child of an active-duty member of the United States armed forces (including state military forces or a reserve component of the armed forces) who is ordered to active duty by property authority;
  - e. Enrollee is a child of a member of the United States armed forces (including the state military forces or a reserve component of the armed forces) who was injured or killed while serving on active duty;
  - f. Enrollee is, or previously has, at any time, been in the conservatorship of the Department of Family and Protective Services following an adversary hearing held pursuant to Section 262.201 of the Texas Family Code (this requirement is also met if the Enrollee has been placed in foster care in a state other than Texas); **OR**
  - g. Enrollee is the child of a person eligible for the Star of Texas Award (eligible as a peace officer under Section 3106.002 of the Texas Government Code; eligible as a firefighter under Section 3106.003 of the Texas Government Code; and/or eligible as an emergency medical first responder under Section 3106.004 of the Texas Government Code).
3. An Enrollee must be eligible for admission under District policy FDA (Local) inter-district transfer.
  4. Children or dependents of District or Center employees who meet the criteria set forth in District policy FDA (Local) will also be eligible to attend the Program as Enrollees.

5. Enrollees shall be dually enrolled at Center and District.

### III.

#### TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU (the “Term”) shall be the school year of 2025-2026. Specifically, the Term shall be August 13, 2025, through May 22, 2026. The Term may not be shortened without the express written consent of the Parties. The Parties may agree to additional one-year terms. If either Party does not intend to extend the Term (or additional agreed upon one-year term extensions), that Party must provide notice of its non-renewal intent at least ninety (90) days prior to the end of the relevant term. In the event no notice is given, this MOU shall automatically be renewed for additional one-year terms. In the event of a non-renewal notice, the respective obligations of the Parties, as set forth in this MOU, will continue through the final day of the current one-year term during which the non-renewal notice is given. Upon non-renewal, the Parties shall return any records, property, or unearned funds within thirty (30) days from the date the relevant term ends.

### IV.

#### ALLOCATION OF PARTY RESPONSIBILITIES

**A. Throughout the duration of this MOU, DISTRICT will comply with the following provisions:**

1. Facilitate the provision requiring Center to provide at least **four (4) hours** of daily instruction meeting or exceeding all TEA requirements for High Quality Pre-K (as set forth in Sections 29.166 - 29.172 of the Texas Education Code (“TEC”)) for the Program’s four-year-old Enrollees. **This provision is not to be construed as requiring District to provide teachers and/or other professionals as faculty or staff to Center. Center is responsible to retain its faculty and staff.**
2. Facilitate the provision requiring Center to provide at least **two (2) hours** of daily instruction meeting or exceeding all TEA requirements for High Quality Pre-K (as set forth in Sections 29.166 - 29.172 of TEC) for the Program’s three-year-old Enrollees. **This provision is not to be construed as requiring District to provide teachers and/or other professionals as faculty or staff to Center. Center is responsible to retain its faculty and staff.**

3. Make available to Center, ***if District so desires***, curriculum and materials that meet the standards of High Quality Pre-K and which provide for instruction in matters including the cognitive, physical, and social development of each Enrollee. *District has available curriculum that meets High Quality Pre-K statutory requirements, specifically Frog Street Early Childhood Curriculum (“Frog Street”).* To the extent District is able and willing to make such materials available to Center, Center may purchase Frog Street from District “at cost.” ***This provision is not to be construed as requiring District to provide Center with statutorily-compliant curriculum.***
4. Require reports from Center in order to document and report the academic progress of Enrollees at beginning, middle, and end of the school year based upon data provided by Center. District is entitled to compel Center to provide accurate and complete information/reports related to the academic progress of all Enrollees.
5. Provide Center with approved progress monitoring tools included on the commissioner’s list of approved kindergarten measuring instruments. In order to comply with this Provision, District may provide Center with access to CLI Engage’s resource platform and the Circle Progress Monitoring System.
6. Make available to Center, ***according to District’s ability and agreement***, professional development seminars, activities, and/or materials available to Center.
7. Report required data into the Early Childhood Data System (“ECDS”) regarding the prekindergarten partnership with Center and data related to the Enrollees.
8. Report required data into the Public Education Information Management System (“PEIMS”) and/or the Texas Student Data System (“TSDS”) regarding the prekindergarten partnership with Center and data related to Enrollees.
9. Collect all funds paid based upon Average Daily Attendance (“ADA”) (as this term is utilized in TEC Sec. 48.005) related to Enrollees. The funds collected by District as a result of Enrollee ADA shall be referenced in this MOU as “ADA Funds.” ADA Funds, as the term is utilized in this MOU, are limited to funds paid to District on the limited basis of Enrollee attendance. ADA Funds,

as the term is utilized in this MOU, do not include funds collected by District as a result of services available/provided via District's special programs. This MOU **does not and is not intended to address** any funds paid related to the High-Quality Pre-K partnership **beyond** ADA Funds as defined and qualified in IV.A.9 of this MOU.

10. Absences/non-attendance by Enrollees (and/or a failure to adequately and correctly record Enrollee attendance) will directly impact the amount of ADA Funds received by Center and District. If an Enrollee is absent and/or fails to attend a school-day (or any attendance is inadequately recorded), no ADA Funds will be paid related to the specific Enrollee for the relevant date.
11. Pay Center 60% of the basic allotment ADA Funds, as defined by Tex. Educ. Code Section 48.051 ("ADA Funds") (payment to be made with good and immediately available funds and within ten (10) business days of receipt of the ADA Funds). While District shall timely submit any records it is required to submit regarding Enrollee attendance, District cannot control timing of the payment/disbursement of ADA Funds and therefore is not obligated to guarantee the timing of District's payment receipt. District can only control the timing of its payment to Center once it has received the payment/disbursement of ADA Funds.
12. Withhold payment of Center's percentage of ADA Funds if Center has failed to pay its vendors, contractors, employees, or other third-parties if any such party/individual oversees, teaches, or assists in relation to the Program or provides Program goods and/or Program services to Enrollees.
13. Comply with the Individuals with Disabilities Education Act (IDEA), 34 C.F.R. §300.101, inasmuch as one or more Enrollees may require related services from District.
14. Comply with Section 504 of the Rehabilitation Act of 1973, 34 C.F.R. §104.41, inasmuch as one or more Enrollees may require related services from District.
15. Comply with the Every Student Succeeds Act, 20 U.S.C. § 6301 et. Seq., inasmuch as one or more Enrollees may require related services from District.

**B. Throughout the duration of this MOU, CENTER will comply with the following provisions:**

1. To the extent Center's High-Quality Pre-Kingergarten classrooms are **classrooms for four-year-old Enrollees**, Center must meet at least **one** of the following criteria (Section 29.171 of TEC) (in addition to meeting the minimum criteria referenced below in IV(B)(3)(a)):
  - a. Be an accredited by a research-based, nationally recognized, and universally accessible accreditation system approved by the commissioner;
  - b. Be a Texas-Rising Star Program provider with a three-star certification or higher;
  - c. Be a Texas School Ready! participant;
  - d. Have an existing partnership with a school district to provide a prekindergarten program not provided under this subchapter; **OR**
  - e. Be accredited by an organization that is recognized by the Texas Private School Accreditation Commission.
2. To the extent Center ceases to meet the criteria set forth in Section 29.171 of TEC and listed above in IV.B.1 of the MOU, Center will forfeit its right to any ADA Funds until such time as it reestablishes compliance with the above-identified criteria.
3. To the extent Center's High-Quality Pre-Kingergarten classrooms are **classrooms for three-year-old Enrollees**, Center must meet the following criteria:
  - a. Meet the applicable child-care licensing standards adopted by the Department of Family and Protective Services under Section 42.042,

Human Resources Code, and the class-size requirement for prekindergarten classes (Section 25.112(a)).

4. Provide classroom and common space(s) that meet TEA, federal, and other state agency requirements for early childhood education and/or childcare facilities.
5. Provide playground facilities, on-site, that meet applicable federal and state agency requirements for such facilities.
6. Maintain food service facilities and provide food to Enrollees in a manner that mirrors the food service/food provision an Enrollee would receive if physically attending a District pre-kindergarten class/facility.
7. Maintain food service facilities and provide food to eligible Enrollees in a manner that meets the relevant requirements of TEA and other state agencies.
8. Provide class furniture that complies with the relevant requirements of TEA and other state agencies.
9. Provide full janitorial, custodial, and maintenance service on a regular basis with regard to the entirety of the Center's facility.
10. Retain classroom teachers and instructional supervisors in compliance with Art. V of this MOU.
11. Maintain accurate, contemporaneous Enrollee attendance records in compliance with the requirements of District, TEA, and other state agencies in order to communicate with District regarding attendance of Enrollees and to enable District to meet, in a timely and accurate manner, its reporting requirements.
12. Provide District with accurate and complete attendance records as to Enrollees on the day such attendance records are recorded or within one business day after the attendance of Enrollees is recorded.

13. Upon request of District, provide District with access to Enrollee attendance records maintained by Center for the purpose of District review.
14. Measure and report to District the academic progress of Enrollees at beginning, middle, and end of the school year using an approved progress monitoring tool included on the commissioner's list of approved kindergarten measuring instruments. (Approved progress monitoring tools may include CLI's resource platform and the CIRCLE Progress Monitoring System.)
15. Provide any extended hours and/or "wrap around services" to extent Enrollees require care beyond District's prekindergarten school hours.
16. To the extent Center desires, independently pursue funds from TWC (or other relevant agencies/sources) related to any extended care provided and/or "wrap around services" provided by Center for the benefit of Enrollees. (By virtue of this MOU, District is not obligated to compensate Center, in any manner, for the provision of extended hours care or for any "wrap around services" provided to Enrollees.)
17. To the extent Center desires, independently pursue a per-classroom grant of funds available to childcare centers contracting with independent school districts (to include any per-classroom grant available as a result of the partnership between TWC and TAMUS).
18. To the extent Center desires, provide transportation to Enrollees who have a need for transportation to and/or from Center. **District shall not be obligated to provide Enrollees transportation to or from Center, nor shall District be obligated to provide transportation of Enrollees to other locations regardless of purpose.**
19. To the extent Center desires to use District logos or other District-related graphics/marketing items, secure permission from District for such use and secure approval of the specific logo and/or graphic to be utilized.

## V.

### **COMPLIANCE WITH SECTION 29.167 OF TEXAS EDUCATION CODE**

A. **Professionals:** This MOU acknowledges that Center, *not District*, will retain the individuals—including teachers—to adequately staff the Center classrooms, to include professionals for supervision of classrooms and provision of educational services to Enrollees. As Center is an entity contracting with District to provide High Quality Pre-K, Center’s requirements are as follows:

1. **Four-Year-Old Enrollee Classroom:** Center must provide a teacher certified under Subchapter B, Chapter 21 of TEC, OR if the teacher of the classroom is **not** a certified teacher, such an individual must be **supervised** by a person who meets the following **two** requirements:

a. Supervisor is a **certified teacher**; and

b. Supervisor has at least **one** of the following qualifications:

- i. Associate or baccalaureate degree in early childhood education or a related field;
- ii. Child Development Associate (CDA) credential or another early childhood education credential approved by TEA;
- iii. Certification offered through a training center accredited by Association Montessori Internationale or through the Montessori Accreditation Council for Teacher Education;
- iv. Eight or more years of experience teaching in a nationally accredited childcare program or a Texas Rising Star Program;
- v. Employment as a prekindergarten teacher in a school district that has received approval from the commissioner for the district’s prekindergarten-specific instructional training plan that the teacher uses in the teacher’s prekindergarten classroom; **or**
- vi. Equivalent qualification.

2. Along with the oversight of the above-described supervisor, a non-certified teacher of a **classroom of four-year-old Enrollees** needs **one additional qualification** from the following list:

a. **Additional Qualification – Option 1:** Two years of experience teaching in a national accredited childcare program or a Texas Rising Star Program and

- i. Has a Child Development Associated (CDA) credential or another early childhood education credential approved by the agency; or
    - ii. Has certification offered through a training center accredited by Association Montessori Internationale or through the Montessori Accreditation Council for Teacher Education.
  - b. **Additional Qualification – Option 2:** Associate or baccalaureate degree in early childhood education or a related field;
  - c. **Additional Qualification – Option 3:** Eight years or more of experience teaching in a nationally accredited childcare program or a Texas Rising Star Program;
  - d. **Additional Qualification – Option 4:** Employed as a prekindergarten teacher in a school district that has received approval from the commissioner for the district’s prekindergarten-specific instructional training plan that the teacher uses in the teacher’s prekindergarten classroom; or
  - e. **Additional Qualification – Option 5:** Equivalent Qualification.
3. **Three-Year-Old Enrollee Classroom:** Center, as to the professionals/staff it retains, must comply with the relevant provisions of District’s Innovation Plan.
4. Center agrees that the teachers it retains will be bilingual (i.e., fluent in English and Spanish). Alternatively, Center may, if necessary, utilize a two-teacher model in a classroom (i.e., one teacher is fluent in Spanish and one teacher is fluent in English).
- B. **CLASS SIZE – FOUR-YEAR-OLD ENROLLEES:** Pursuant to Section 29.167 of TEC, as related to **classrooms of four-year-old Enrollees**, Center “must attempt to maintain an average ratio in any prekindergarten program class of not less than one qualified teacher or teacher’s aid for each **11 students.**”
- C. **CLASS SIZE – THREE-YEAR-OLD ENROLLEES:** See IV(B)(3)(a) of this MOU for classroom size standards as they relate to **classrooms of three-year-old enrollees.**
- D. **SUPERVISORY WORK-LOAD:** Center’s supervising teacher may supervise multiple prekindergarten classrooms to ensure “programmatic compliance” and to support classroom instruction, the developmental needs of students; and continuous quality improvement, including professional development.

**VI.**  
**DISTRICT REPRESENTATIVE(S) AND CENTER REPRESENTATIVE(S)-**  
**MUTUAL OBLIGATIONS**

- A. Agree upon an early childhood program/curriculum utilizing best early childhood teaching practices that meet Texas statutory requirements.
- B. Agree upon a schedule of regular meetings at which to discuss matters including (but not limited to) curriculum, Enrollee identification/recruitment, Enrollee attendance, assessment of Enrollee work and development, record-keeping/management, and High-Quality Pre-K statutory compliance.
- C. Avoid duplication of a Party's efforts/actions while still supporting a Party's efforts/actions.
- D. Ensure MOU compliance and, if required, reach agreement on necessary MOU amendments and/or other modifications and adequately memorialize the same.
- E. Strategize jointly to improve and/or to meet goals related to Enrollee attendance, Enrollee performance, Enrollee social/emotional development, and High-Quality Pre-K statutory compliance.
- F. Strategize jointly to ensure Enrollees are meaningfully prepared to achieve kindergarten-readiness.
- G. Strategize jointly to identify the communities' children eligible to become Enrollees.
- H. Comply with District policies in matters including (but not limited to) human resources, site-safety, record keeping/maintenance/management, classroom management, staff/faculty performance/evaluation of performance, and mandatory reporting of suspected child abuse and/or neglect.
- I. Share resources in a manner that allows Center and District to minimize expenditures and/or waste of resources.

**VII.**  
**MISCELLANEOUS PROVISIONS**

**A. Insurance:**

Center will provide District with copies of certificates of insurance and shall maintain in effect during the term of this MOU the following:

1. Center will provide District with copies of certificates of insurance and shall maintain in effect, during the term of this MOU, commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate and professional liability insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
2. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued and rated no less than A-VII in the most current edition of Best's Rating Manual at all times during the term of this MOU. A District representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

**B. Notice:**

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S.P.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**District:** Bryan Independent School District  
Ms. Ginger Carrabine, Superintendent of Schools  
801 South Ennis Street  
Bryan, Texas 77803

**Center:** Faith and Family Early Learning Center  
Christina Jennings, Director  
4232 Boonville Road  
Bryan, Texas 77802

**C. Amendment:**

This MOU may not be altered, amended, modified, or supplemented except in a written document executed by the Parties. This MOU represents the full

agreement of the Parties. No prior agreements, to the extent they controvert this MOU, survive.

**D. Severability:**

The Parties intend that each provision of this MOU constitutes a separate agreement between or among them. Accordingly, the provisions of the MOU are severable and in the event that any provision of this MOU shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions will not be affected but will instead remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

**E. Waiver:**

No waiver of any provision of this MOU will be effective unless in writing, no will such waiver constitute a waiver of any other provision of this MOU; likewise, such waiver will not constitute a continuing waiver unless otherwise expressly stated.

**F. Alternative Dispute Resolution:**

Resolution of disputes concerning implementation of this Agreement among the Parties shall first be attempted at the local level. The specific issues involved in the dispute and possible solutions shall be identified and referred to local personnel authorized to make such decisions under the Sponsor's complaint process as necessary to resolve the dispute. If a resolution is not reached after the exhaustion of each Sponsor's complaint procedure, the dispute shall be referred to mediation as a condition precedent to the initiation of any legal proceedings. The Parties will bear their own costs arising from or related to the mediation and shall agree to the appointment of a licensed attorney to conduct mediation.

**G. Data Sharing Policy:**

Center agrees to comply with District's data sharing policy with regard to the use of student data provided by District or that which is created and/or recorded by Center. A separately-executed Data Sharing Agreement is attached to this MOU as **Exhibit A** and is incorporated herein by reference for all purposes.

**H. School Term:**

Enrollee attendance for which a portion of the ADA Funds will be paid to Center will be limited to Enrollee attendance during the fall and spring school semesters.

**I. Snap-Shot Date:**

To the extent a student enrolls (or students enroll) after the last Friday of October 2025 (i.e., October 24, 2025, for the 2025-2026 academic year) (the “Snap-Shot Date”), District’s receipt of ADA Funds for such student(s) will be delayed; consequently, payment to Center by District regarding attendance of such student(s) will likewise be delayed.

**J. Records Required for Enrollment:**

In the enrollment process, District requires students to provide a birth certificate, immunization records, a government-issued identification of student’s parent or legal guardian, and any other relevant paperwork (e.g., court orders and/or agreements related to legal custody of student, student’s foster care or kinship care placement). District may also require proof of income. Provision of a student social security number is optional. By virtue of this MOU, District and Center agree to secure copies of the same records/information related to an Enrollee.

**K. Confidentiality of Enrollee Information:**

As Center is an outside service-provider partnering with District to perform institutional services as per the provisions of this MOU, Center shall be deemed a “school official” as that term is defined in District Policy FL (Local). Center understands and agrees that in order to perform the obligations set forth in this MOU, Center will have need to access and review the “educational records” (as that term is defined in TEC and the Family Education Rights and Privacy Act) of Enrollees. Center agrees to maintain the confidentiality of any and all educational records of Enrollees in accordance with federal and state laws, rules, and regulations. For purposes of the confidentiality required of Center pursuant to this MOU, “educational records” of an Enrollee shall include (but not necessarily be limited to) Enrollee socio-economic status, Enrollee eligibility for District special programs, Enrollee address(es) and/or other contact information, and Enrollee medical information.

**L. Jurisdiction, Venue, and Governing Law:**

The Parties consent and submit to the sole exclusive jurisdiction and venue of the state and federal courts located in Brazos County, Texas, for purposes of any

action, suit, or proceeding arising out of or relating to this MOU. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this MOU.

**M. Indemnity:**

TO THE FULLEST EXTENT PERMITTED BY LAW, CENTER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT, DISTRICT'S TRUSTEES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE: (1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF DISTRICT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF DISTRICT, DISTRICT'S TRUSTEES, AGENTS OR EMPLOYEES, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF DISTRICT'S TRUSTEES, AGENTS OR EMPLOYEES, CENTER'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF DISTRICT AND CENTER TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH DISTRICT AND CENTER ARE PARTIES.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, DISTRICT SHALL INDEMNIFY, DEFEND AND

HOLD HARMLESS CENTER, CENTER'S AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE: (1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF DISTRICT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF CENTER, CENTER'S AGENTS OR EMPLOYEES, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF CENTER'S AGENTS OR EMPLOYEES, DISTRICT'S OBLIGATION TO INDEMNIFY, TO THE EXTENT PERMITTED BY LAW, IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF CENTER AND DISTRICT TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH CENTER AND DISTRICT ARE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated by their signatures below:

Faith and Family Early Learning Center DISTRICT

Name  
Title

Date

Ms. Ginger Carrabine      Date  
Superintendent of Schools

7.D. Discuss and Consider Approval of a Purchase over \$50,000 for Districtwide Special Education Assessment Software



Pearson

### QUOTE / PROFORMA

**Customer Bill-to:**

BRYAN ISD  
BUSINESS SERVICES  
801 S ENNIS  
BRYAN TX, 77803-4642

**Customer Ship-to:**

BRYAN ISD  
101 N TEXAS AVE  
BRYAN TX, 77803-5315

**Attention:**

**Attention:**

**NCS Pearson, Inc.**

P.O Box 599700,  
San Antonio, TX 78259

**Tel:** 800-627-7271

**Tax ID No:**

41-0850527

**Quote/Proforma Number :** 343433

**Date :** 07-MAY-2025

**Customer Account# :** 3788665

**Sales Order Number :**

**Customer PO# :** DALBRENEWALQUOTE2  
025

**Currency :** USD

**Shipment Terms :** Paid

**Customer Tax Number :**

**Number of Pages :** Page 1 of 2

Prices will be honored for 60 days from price quote date.

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

<table> <tr> <td><b>Total Ordered Quantity (No. Of Items) :</b></td> <td></td> <td style="text-align: right;">30650</td> </tr> <tr> <td><b>Other Charges :</b></td> <td>USD</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Net Amount :</b></td> <td>USD</td> <td style="text-align: right;">\$62,066.25</td> </tr> <tr> <td><b>Tax Total :</b></td> <td>USD</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Quote/Proforma Total :</b></td> <td>USD</td> <td style="text-align: right;">\$62,066.25</td> </tr> <tr> <td><b>Amount Due :</b></td> <td>USD</td> <td style="text-align: right;">\$62,066.25</td> </tr> </table>	<b>Total Ordered Quantity (No. Of Items) :</b>		30650	<b>Other Charges :</b>	USD	\$0.00	<b>Net Amount :</b>	USD	\$62,066.25	<b>Tax Total :</b>	USD	\$0.00	<b>Quote/Proforma Total :</b>	USD	\$62,066.25	<b>Amount Due :</b>	USD	\$62,066.25	<p style="text-align: center;"><b>REMITTANCE INFORMATION</b></p> <table> <tr> <td style="width: 50%;"><b>Make Checks Payable to:</b></td> <td style="width: 50%;"><b>Bank Wire to:</b></td> </tr> <tr> <td>13036 COLLECTION CENTER DRIVE CHICAGO 60693 NCS Pearson, Inc.</td> <td>Bank of America N A 071000039 <b>A/C No:</b> 8188105388 SWIFT : 071000039</td> </tr> </table>	<b>Make Checks Payable to:</b>	<b>Bank Wire to:</b>	13036 COLLECTION CENTER DRIVE CHICAGO 60693 NCS Pearson, Inc.	Bank of America N A 071000039 <b>A/C No:</b> 8188105388 SWIFT : 071000039
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Quote/Proforma Number: 343433						Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
A103000244405	DALSCOMPLETE RENEWAL (DIGITAL)	3065	16.75	NET	0.00	\$51,338.75
A103000157866	Digital Assessment Library for Schools PLUS	3065	2.90	NET	0.00	\$8,888.50
A103000419375	DAL-SCHOOLS-MHS ED. 2025 (CONNERS & ASRS)	3065	0.60	NET	0.00	\$1,839.00
A103000278938	QG-DAL-SCHOOLS PSYCH PORTFOLIO	3065	0.00	PROMO	0.00	\$0.00
A103000278933	QG-DAL-SCHOOLS SLP-OT-PT PORTFOLIO	3065	0.00	PROMO	0.00	\$0.00
A103000278934	QG-DAL-SCHOOLS SCREENER PORTFOLIO	3065	0.00	PROMO	0.00	\$0.00
A103000278935	QG-DAL-SCHOOLS-ABILITY PORTFOLIO	3065	0.00	PROMO	0.00	\$0.00
A103000252569	DALS QGLOBAL DEVELOPMENTAL PORTFOLIO (DIGITAL)	3065	0.00	PROMO	0.00	\$0.00
A103000278937	QG-DAL-SCHOOLS MENTAL HEALTH PORTFOLIO	3065	0.00	PROMO	0.00	\$0.00
A103000278936	QG-DAL-SCHOOLS ACADEMIC PORTFOLIO	3065	0.00	PROMO	0.00	\$0.00

\*\*\* IMPORTANT CUSTOMER MESSAGES \*\*\*

DAL COMPLETE W/DAL+ MHS(CONNERS + ASRS)  
DIGITAL ASSESSMENT LIBRARY FOR SCHOOLS - 3065 IEPS

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$62,066.25	\$0.00	\$0.00	\$62,066.25

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearsonassessments.com/footer/terms-of-sale---use.html>

For questions, please visit our support site at

<https://www.pearsonassessments.com/contact-us.html>

7.E. Discuss and Consider Approval of a Purchase over \$50,000 for Sign Language Interpreting Services

# **SERVICE AGREEMENT**

## **2025 – 2026 SCHOOL YEAR**

Sign Language Interpreting Services, LLC (SLIS)  
www.slisllc.com | kristy@slisllc.com | (Phone)  
College Station, Texas

## 1. Scope of Services

Sign Language Interpreting Services, LLC (SLIS) agrees to provide professional interpreting services to Bryan ISD as requested and scheduled. Services may include American Sign Language (ASL) interpretation, CART services, and other communication support as mutually agreed upon.

## 2. Rates

Base Rates (per interpreter):

- Daytime assignments (scheduled >2 business days in advance): \$70/hour.
- Evening or after-school assignments (scheduled >2 business days in advance): \$85/hour.

Last-Minute Increases:

- Assignments scheduled less than 24 hours in advance: +\$20/hour (added to the base rate).
- Assignments scheduled more than 24 hours but less than 48 hours in advance: +\$10/hour (added to the base rate).

## 3. Convenience Fee

A 3.5% convenience fee will be applied to all invoices paid by credit card or PayPal. ACH payments may be arranged by contacting Kristy at [kristy@slisllc.com](mailto:kristy@slisllc.com).

## 4. Travel Time and Mileage

Travel time (portal-to-portal) will be billed at the same hourly rate as the interpreting services provided.

Additional mileage at the current state reimbursement rate may be charged for assignments outside the Bryan/College Station area.

## 5. Start-Up Fee and Billing Increments

A minimum charge equivalent to two hours will be billed per assignment or scheduled time, whichever is greater (excluding legal assignments charged in ½-day increments).

After the initial two hours, time is billed in 30-minute increments, rounded up.

Assignments scheduled for more than 2 hours but ending early will still be billed for the entire requested time.

## 6. Cancellation Policy

Appointments less than one working day (7 hours): Cancellations with less than 48 working hours' notice or no-shows (by deaf or hearing consumers) will be billed for the total scheduled time, including travel time/mileage.

Appointments exceeding one working day (7 hours): Cancellations with less than 10 working days' notice (2 weeks) or no-shows will be billed for the total scheduled time, including travel time/mileage.

## **7. Requests with Less Than 24-Hour Notification**

While last-minute requests will be accommodated when possible, applicable rates apply (see Section 2), and priority is given to requests made in advance.

## **8. Requests Outside Bryan/College Station**

To receive standard rates, onsite services outside of Bryan/College Station require at least 72 business hours' notice.

Assignments outside this area have a 2-hour minimum charge plus applicable travel time.

## **9. Team Interpreters**

Assignments exceeding one hour of continuous interpreting may require two interpreters. Additional interpreters may be assigned based on the complexity or number of consumers involved.

## **10. Early Arrival Compensation**

Interpreters will be compensated for arriving 15 minutes prior to the scheduled appointment for preparation, briefing, or establishing communication.

## **11. Duration Estimates and Overage Rates**

Accurate duration estimates are expected for each assignment.

For assignments extending beyond 1.5 hours with only one interpreter, or unforeseen emergencies, the rate to extend beyond 1.5 hours will be double retroactively to the start time for the entire assignment.

Early termination of assignments is still subject to the cancellation policy.

## **12. Acts of God**

Payment for cancellations due to natural disasters or severe weather may be waived if the assignment is rescheduled and completed within 30 days by an SLIS interpreter.

## **13. Late Fees**

Invoices more than 30 days past due will incur a \$50 late fee.

Accounts with unpaid balances may result in suspension of services.

Persistent nonpayment may require payment in advance for future services.

## **14. Administrative Fees**

A \$50 administrative fee may be applied to large organizations for increased scheduling requirements.

## **15. Responsibility for Payment**

The contracting party (Bryan ISD) is responsible for all payment, regardless of whether insurance or other entities cover the charges.

**16. Collection of Fees**

If legal action is required to collect overdue balances, Bryan ISD will be responsible for attorney’s fees, court costs, and collection agency fees.

**17. Consumer Name Disclosure**

The names of consumers must be disclosed prior to assignment acceptance. Failure to do so may result in on-site refusal due to ethical conflicts, and such refusals will be considered billable cancellations for the full amount, including travel costs.

**18. Entire Agreement**

This agreement constitutes the entire understanding between SLIS and Bryan ISD and supersedes all prior agreements or discussions regarding these services.

**19. Staff Interpreter Notice**

In the event that Bryan ISD hires a staff interpreter, SLIS requires a minimum of two (2) weeks' written notice to cancel or modify services under this agreement.

**Signatures**

Sign Language Interpreting Services, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bryan Independent School District

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

7.F. Consider Approval of the Educational Psychology Practicum MOU with TAMU

**AGREEMENT  
BETWEEN  
TEXAS A&M UNIVERSITY  
AND BRYAN ISD**

Texas A&M University, a member of The Texas A&M University System (“A&M System”), and an agency of the State of Texas, on behalf of its Department of Educational Psychology (“Texas A&M”), and Bryan Independent School District (“Bryan ISD”), hereby establish an affiliation for the purpose of providing practicum experience for Texas A&M students. Texas A&M and Bryan ISD may be individually referred to as “Party” or collectively referred to as “Parties.”

**SCOPE OF PRACTICUM PLACEMENT:**

Neither Texas A&M nor Bryan ISD will incur financial obligation to each other as a result of this Agreement. Texas A&M and Bryan ISD acknowledge that Texas A&M students will not provide services under this Agreement apart from their educational value.

**TEXAS A&M AND BRYAN ISD JOINTLY AGREE:**

1. The purposes of the practicum placement are:
  - a. to provide learning activities which will assist Texas A&M students in meeting the objectives of coursework established by Texas A&M;
  - b. to provide expanded capabilities for Texas A&M in providing services in consonance with the objectives of graduate education.
2. The term of this Agreement will commence on August 1, 2025 and shall remain in effect through July 31, 2026
3. Either Party may terminate this Agreement upon giving thirty (30) days’ prior written notice to the other Party, except that this Agreement will remain in effect as to any Texas A&M student participating in the practicum at Bryan ISD as of the effective date of termination for so long as such student remains in the practicum.
4. Each party shall provide and maintain open channels of communication relative to the practicum through designated representatives.
5. Texas A&M shall establish practicum hours for students subject to approval by Bryan ISD. Texas A&M acknowledges that Texas A&M students will be subject to all applicable Bryan ISD policies and procedures while participating in the practicum. Texas A&M shall determine beginning dates, holidays, and ending dates for the practicum assignment.
6. The Parties shall ensure that educational experience provided is consistent with the curriculum requirements of Texas A&M and with the standards of the accrediting entity for the school or department of Texas A&M in which the students are enrolled.

7. The Parties shall periodically review the program administered under this Agreement and, when appropriate, revise the program to meet Texas A&M's curriculum requirements and the standards of the accrediting entity.
8. In compliance with federal and state law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Texas A&M and Bryan ISD may not discriminate on the basis of race, sex, religion, color, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity in the administration of policies, programs, or activities; admission policies; or other programs or employment.
9. This Agreement does not prevent Bryan ISD from participating in any other program, nor does this Agreement prevent Texas A&M from placing Texas A&M students with other entities.
10. Texas A&M is not responsible for providing personal liability or medical insurance covering Texas A&M students. Texas A&M assumes no liability for the acts or omissions of its students arising in the course of this affiliation. Texas A&M students will be responsible for obtaining liability insurance coverage in an amount satisfactory to Bryan ISD.
11. Either Texas A&M or Bryan ISD may remove a student enrolled in the practicum if, in the opinion of either Party, the student is not making satisfactory progress in the practicum. Any student who does not satisfactorily complete the practicum or any portion thereof may repeat the practicum at Bryan ISD only with the written approval of both Parties.

**TEXAS A&M AGREES TO:**

1. Bear responsibility for academic administrative elements of the practicum.
2. Designate and assign appropriate faculty to serve as representative to Bryan ISD.
3. Limit the activities of Texas A&M faculty at Bryan ISD to those functions required to fulfill the terms of this Agreement, unless otherwise agreed to by Bryan ISD.
4. Select the Texas A&M student or students who shall be placed at Bryan ISD, subject to the approval of Bryan ISD.
5. Provide information reasonably requested by Bryan ISD related to students participating in the practicum unless prohibited by federal or state law.
6. Inform all Texas A&M students and personnel participating in the practicum that they are required to comply with the rules and regulations of Bryan ISD while on the premises of Bryan ISD and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Bryan ISD.
7. Provide Bryan ISD with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.

8. Notify students of any criminal background checks required by Bryan ISD and Bryan ISD's requirements of an acceptable criminal background check. Texas A&M will provide the student with information to have a background check completed and directions for the results to be delivered to Bryan ISD, if the background check is not completed by Bryan ISD. Costs associated with a background check will be paid by the student, if not by Bryan ISD.
9. Inform all Texas A&M students and personnel participating in the practicum that they are responsible for replacing any lost, stolen, or damaged equipment and test materials.

**BRYAN ISD AGREES TO:**

1. Provide initial and updated information to Texas A&M on Bryan ISD policies and procedures, staffing, and organization related to the practicum, and provide orientation sessions to inform Texas A&M students and personnel concerning the rules and regulations of Bryan ISD.
2. Allow the use of Bryan ISD material in Texas A&M classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by Texas A&M to maintain the confidentiality of all Bryan ISD material in compliance with federal and state laws.
3. Provide suitable private office space, equipment, materials, supplies, and clerical assistance necessary for accomplishment of the teaching/learning tasks.
4. Provide on-site supervision by a qualified Bryan ISD representative, approved by Texas A&M for designation as the practicum instructor, for not less than one hour per week and to provide coordination of practicum instruction and work supervision of Texas A&M students placed with Bryan ISD.
5. Comply with applicable state and federal workplace safety laws and regulations. If a Texas A&M student is exposed to an infectious or environmental hazard or other occupational injury while in Bryan ISD facilities, Bryan ISD, upon notice of the incident from the student, shall provide the emergency care as Bryan ISD provides to its employees. If Bryan ISD does not have the resources to provide such emergency care, Bryan ISD shall refer the student to the nearest emergency facility. Texas A&M shall inform the student that the student will be responsible for any financial charges generated.
6. Provide reasonable time for the Bryan ISD representative to prepare for and conduct conferences with Texas A&M students, and to consult with the representative(s) of Texas A&M.
7. Accept Texas A&M students for the practicum within the capability of Bryan ISD with the provision that said student may participate in any Bryan ISD programs and activities, as appropriate in the opinion of Bryan ISD.
8. Complete appropriate paperwork for Texas A&M students that is required by Texas A&M for performance evaluation and to inform Texas A&M of any concerns regarding the student.
9. Maintain sole responsibility for its clients' care.

10. Obtain and maintain all licenses required for Bryan ISD and ensure that all Bryan ISD personnel are appropriately licensed.

## **GENERAL PROVISIONS:**

### **1. FERPA.**

Bryan ISD and its employees will adhere to all Texas and Federal law that regulates the confidentiality and protection of the confidential information and shall ensure proper notification of any breach thereof required under relevant law including, but not limited to, the requirements pertaining to the security, confidentiality, and privacy of the confidential information set forth in the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §1232g; 34 CFR Part 99). Bryan ISD agrees to indemnify and hold harmless Texas A&M for any damages, costs or expenses finally awarded against Texas A&M in any legal action as a direct result of Bryan ISD’s failure to comply with its obligations to Texas A&M under this Agreement with respect to the nondisclosure of confidential information protected under the Family Educational Rights and Privacy Act.

For purposes of FERPA, Texas A&M hereby designates Bryan ISD as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Bryan ISD is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. Bryan ISD shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Texas A&M in writing. Bryan ISD is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Bryan ISD shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Bryan ISD in this Section, including without limitation, the prohibition on redisclosure. Bryan ISD shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Under no circumstances shall Texas A&M have access to or receive any education records of Bryan ISD students under this Agreement.

For purposes of this Agreement, Bryan ISD hereby designates the Texas A&M students in the practicum as a school officials with a legitimate educational interest in the educational records of the Bryan ISD students who receive services from the Texas A&M students, only to the extent that access to the records is required by the Texas A&M students in the practicum in order to carry out the obligations under this Agreement. Disclosure of confidential student information received under this Agreement to a third party is not authorized. Each Texas A&M student in the practicum are subject to this Agreement shall sign the Access Agreement attached hereto as Exhibit 1.

### **2. HIPAA.**

- (a) The parties acknowledge that Bryan ISD is a covered entity for the purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulations”).
- (b) To the extent that Texas A&M students are participating in the practicum and Texas A&M faculty members are providing supervision at Bryan ISD as part of the practicum, such students and faculty members will:
  - (1) be considered part of Bryan ISD’s workforce for HIPAA compliance purposes in accordance with 42 CFR §164.103, but will not be construed to be employees of Bryan ISD;
  - (2) receive training by Bryan ISD on, and subject to compliance with, all of Bryan ISD’s privacy policies adopted pursuant to the HIPAA Privacy Regulations; and,
  - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a student has access through practicum participation or a faculty member has access through the provision of supervision at Bryan ISD that has not first been de-identified in 42 CFR §164.514(a).
- (c) Texas A&M may not access or request to access any Protected Health Information held or collected by or on behalf of Bryan ISD that has not first been de-identified as provided in 42 CFR §164.514(a).
- (d) The parties acknowledge that no services are being provided to Bryan ISD by Texas A&M under this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 42 CFR §160.103.

- 3. **Execution and Modification.** This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by an authorized representative of each Party.
- 4. **Assignment.** This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
- 5. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

6. **Involvement in Human Trafficking.** Texas A&M cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, Bryan ISD certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated if this certification is inaccurate.
7. **Not Eligible for Rehire.** Bryan ISD is responsible for ensuring that its employees involved in any work being performed for Texas A&M under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Texas A&M becomes aware that Bryan ISD has a NEFR Employee involved in any work being performed under this Agreement, Texas A&M will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Texas A&M.
8. **Non-Waiver Privileges and Immunities.** Texas A&M is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Bryan ISD expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Texas A&M.
9. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to practicum placements and supersedes all other written and oral agreements between the Parties with respect to the practicum placements. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
10. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
11. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Bryan ISD’s service to Texas A&M. Except as specifically required under the terms of this Agreement, Bryan ISD (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or the A&M System. As an independent contractor, Bryan ISD is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Bryan ISD and its employees shall observe and abide by all applicable Texas A&M policies, regulations, rules and procedures, including those applicable to conduct on its premises.

12. **Provisions.** Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

13. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Texas A&M and Bryan ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**Texas A&M:**

Texas A&M University  
Educational Psychology  
704 Harrinton Tower  
College Station, TX 77843  
Attention: Peggy Brigman  
Telephone: 979-458-7250  
Email: brigman@tamu.edu

**With a copy to:**

Texas A&M University  
Department of Contract Administration  
1182 TAMU  
College Station, TX 77843-1182  
Attention: University Contracts Officer  
Telephone: 979-845-0099  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

**Bryan ISD:**

Bryan Independent School District  
801 South Ennis Street  
Bryan, TX 77803  
Attention: Jennifer Warren  
Telephone: 979-209-1132  
Email: jennifer.warren@bryanisd.org

TEXAS A&M UNIVERSITY

BRYAN INDEPENDENT SCHOOL DISTRICT

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Signature

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Signature

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Name

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Name

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Title

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Title

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Date

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Date

## **8. Action Items**

8.A. Consider Approval of the Student Code of Conduct for the 2025-2026 School Year, Including Statewide Ban on Student Use of Personal Communication Devices During the School Day

2025-2026

# BRYAN ISD



## STUDENT CODE OF CONDUCT

CHILDREN FIRST. ALWAYS.

*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 the 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.*

Dear Parents and Guardians,

At Bryan ISD, we are dedicated to providing a safe and supportive learning environment where every student has the opportunity to thrive. In alignment with Texas law, the Bryan ISD Board of Trustees has adopted the 2025–2026 Student Code of Conduct, which outlines the expectations for student behavior and the consequences for misconduct.

This document contains important information for both students and families to review. We strongly encourage you to read through the Student Code of Conduct together and talk about its contents as a family. If you have any questions or need clarification, please reach out to your child’s teacher or a campus administrator, we’re here to help.

Thank you for your support and partnership. We’re excited to begin another great year in Bryan ISD!

Sincerely,

Ginger Carrabine,

Superintendent

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## Introduction to Student Code of Conduct

### Accessibility

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

### Purpose

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

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

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

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

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

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

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

## School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location.
7. When a student engages in cyberbullying, as defined by [Education Code 37.0832](#);
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by [Education Code 37.006, 37.007, or 37.0081](#); and
12. When the student is required to register as a sex offender.

## Campus Behavior Coordinator

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

- Conduct that contains the elements of the offense of terroristic threat under [Penal Code 22.07](#);
- Conduct that contains the elements of the offense of unlawfully carrying weapons under [Penal Code 46.02](#);
- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under [Education Code 37.125](#); and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at <https://www.bryanisd.org/page/campus-behavior-coordinators> and at <https://www.bryanisd.org/page/student-handbook-code-of-conduct>

## 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. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. 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 district policies at FNF (legal) and FNF (Local).~~

~~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.~~

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

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

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

## Reporting Crimes

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

## Security Personnel

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

### 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 designee, 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.

#### District Security Officers Roles and Responsibilities:

- Security Officers shall, on a reasonably appropriate basis, maintain high visibility by patrolling and monitoring hallways, stairwells, restrooms, and outside facilities as applicable and requested, and to ensure the safety and security of staff, students and visitors.

- Security Officers shall ensure the security of the assigned campus by making reasonably appropriate checks of the locked condition of the access points to the campus, as applicable and requested.
- Security Officers shall provide reasonably appropriate assistance to the campus staff, law enforcement personnel, and/or other emergency first responders in responding to and/or handling emergency situations.
- Security Officers shall provide reasonable assistance to campus visitors, including directions and obtaining appropriate identification.
- Security Officers shall deny entry into the campus to unauthorized visitors and shall direct them to exit the campus and grounds.
- Security Officers shall notify the appropriate law enforcement agency, i.e. the City of Bryan Police Department, for assistance if an incident occurs at the campus that is either beyond the scope of their employment as a Security Officer for the campus or that exceeds their ability to respond appropriately.
- Services shall be rendered in a professional manner consistent with quality security services, and in a manner that is courteous and polite to the public to the extent possible under the circumstances. Services shall be rendered in accordance with applicable laws, rules and regulations.
- Security Officers are not responsible for the administration or enforcement of student disciplinary actions.
- Security Officers shall offer recommendations to the Principal or Assistant Principal responsible for campus security regarding any deficiencies in security issues that involve any potentially dangerous or unusual circumstances.
- Security Officers are not responsible for facility maintenance; however, Security Officers may, at their own discretion, provide reasonable assistance to campus staff if providing such assistance does not interfere with their primary security duties.
- Security Officers shall ensure the confidentiality of campus records and information regarding students and staff which the Security Officer may come into possession of in the performance of their duties, and shall comply with legal constraints regarding the dissemination of that information.
- Security Officers should work with the campus administration, especially the Principal or Assistant Principal(s), in a cooperative manner to deploy proactive strategies to prevent and/or mitigate potentially dangerous situations at the campus.

- Although Security Officers are not performing all the duties normally assigned to a trained School Resource Officer, specifically mentoring and counseling, they should as much as reasonably possible strive to serve as a positive role model for student behavior and attitude.

## “Parent” Defined

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

## 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 timelines 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.

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

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

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

## Unauthorized Persons

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

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

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

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

## Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.

- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- ~~Prepare for each class; take appropriate materials and assignments to class.~~ Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Code of Conduct.

## General Code of Conduct Violations

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

### Disregard for Authority

Students shall not:

- Fail to comply with the directives given by school personnel (~~insubordination~~).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct ~~on school buses~~ in district vehicles.
- Refuse to accept discipline ~~management techniques~~ or consequences assigned by a teacher or principal.

### Mistreatment of Others

Students shall not:

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

- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means. ~~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 Penal Code. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- Enter, without authorization, district facilities that are not open for operations.

## Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- A short barrel firearm;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;

- Pornographic material;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device; ~~Tobacco products, vaporizers or smoking products; students are also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco.~~
- ~~Electronic cigarettes and any component, part or accessories for an e-cigarette device;~~
- ~~K2 or synthetic marijuana;~~
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.
- ~~Hemp-derived products and CBD-based oil~~

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

### ~~Possession of 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.~~

### Possession of Personal Communication Devices

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [See Glossary]

The district may authorize the use of a personal communication device for the following reasons:

- To implement an individualized education program (IEP) or for a plan created under [Section 504, Rehabilitation Act of 1973 \(29 U.S.C. Section 794\)](#) or a similar program or plan;
- With documented need based on a directive from a qualified physician, or

- To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

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

## Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. [See Disciplinary Alternative Education Program (DAEP) Placement and Expulsion for mandatory and permissive consequences under state law.]
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. [See Glossary for "paraphernalia."]
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. [See Glossary for "abuse."]
- Abuse over-the-counter drugs. [See Glossary for "abuse."]
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties to body or mind. [See Glossary for "under the influence."]
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

## Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.

- Attempt to alter, destroy, or disable district technology resources, including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- ~~Use e-mail or Web sites~~ Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

~~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 verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause. ~~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, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.
- ~~• 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 of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

## Discipline Management Techniques

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

~~Because of these factors, discipline for a particular offense, unless otherwise specified by law, may bring into consideration varying techniques and responses.~~

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

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

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

## Students with Disabilities

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

In accordance with the [Education Code](#), a student who receives special education ~~program~~ services may not be disciplined in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists [see Glossary] until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

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

- ~~• The ARD Committee must determine if the behavior has a direct and substantial relationship to the student's disability before proceeding with out of placement discipline measures:~~
- ~~• The ARD Committee must also determine if the student's IEP plan was implemented with fidelity.~~
- ~~• Additionally, The ARD Committee must determine if the student's IEP can be implemented in the disciplinary placement.~~

~~For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:~~

- ~~1. Removed from the student's current educational placement for more than ten consecutive school days; or~~
- ~~2. Subjected to a series of removals that constitute a pattern because:
  - ~~a. The series of removals total more than ten school days in a school year;~~
  - ~~b. The student's behavior is substantially similar to the student's behavior in the previous incidents that resulted in the series of removals; and~~~~

~~e. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.~~

~~The district determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. The district's determination is subject to review through due process and judicial proceedings.~~

~~School personnel may remove a student with a disability who violates a student code of conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those alternatives are applied to children without disabilities. 20 U.S.C. 1415(k)(1)(B); 34 C.F.R. 300.530(b)(1). A district is required to provide services during the period of removal if the district provides services to a child without disabilities who is similarly removed. 34 C.F.R. 300.530(d)~~

~~School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:~~

- ~~1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the Texas Education Agency (TEA) or a school district;~~
- ~~2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or a school district; or~~
- ~~3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the district.~~

~~20 U.S.C. 1415(k)(1)(G); 34 C.F.R. 300.530(g)~~

~~The ARD committee shall determine the interim alternative education setting. 20 U.S.C. 1415(k)(2). The student must:~~

- ~~1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.~~
- ~~2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.~~

~~These services may be provided in an interim alternative educational setting.~~

~~34 C.F.R. 300.530(d)(1)~~

## Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or a brief “time-out” period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS). ~~or to Discipline Management Classroom I (DMC I) and Discipline Management Classroom II (DMC II)~~
- Assignment of school duties, such as community service, cleaning, or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations’ extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.

- ~~● Withdrawal or restriction of bus privileges, except for students qualifying for special transportation~~
- School-assessed and school-administered probation.
- In-school suspension, as specified in In-School Suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP, as specified in Disciplinary Alternative Education Program (DAEP) Placement.
- ~~● DAEP plan for drug intervention program, aggressive behaviors~~
- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

## Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment, as permitted by district policy. [See policy FO(LOCAL)]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

## Notification

The CBC or other appropriate administrator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of [Education Code 37.0012\(d\)](#).

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has 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, written notice will be sent to the parent's/guardian's last known address, via mail or electronically. Failure to send any notice within this time periods or as noted elsewhere in the Student Code of Conduct does not preclude imposing the discipline consequence.

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

## Parental Involvement

The principal, campus behavior coordinator, or other appropriate administrator shall notify the parent of or person standing in parental relation to a student who has been placed in a disciplinary

alternative education program (DAEP) or expelled of the parent's or person's right to request a behavioral agreement that specifies the responsibilities of the parent or person and student.

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

## Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at

<https://www.bryanisd.org/page/grievance-process>

~~(See page 18 for additional information regarding an appeal related to a DAEP placement or an expulsion.)~~

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

## Removal from the School Bus

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

~~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.~~

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

## Removal from the Regular Educational Setting

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

### Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

### Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior ~~has been documented by~~ repeatedly interferes with ~~the teacher as repeatedly interfering with~~ the teacher's ability to teach the class or with other students' ability to learn. ~~or~~
2. ~~The~~ A student demonstrates behavior that is ~~so~~ unruly, disruptive, or abusive ~~that~~ toward the teacher, another adult, or ~~cannot teach, and the~~ another student in the classroom. ~~cannot learn~~
3. A student engages in conduct that constitutes bullying, as defined by [Education Code 37.0832.0](#).

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

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

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

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

- Another appropriate classroom.

- ISS.
- Out-of-school suspension.
- DAEP.

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

## Returning a Student to the Classroom

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

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

## Appeals of Formal Teacher Removals

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

## In-School Suspension

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

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

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student

receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

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

## Process

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

The CBC shall determine the number of days of a student's suspension.

In deciding whether to order in-school suspension, the CBC shall take into consideration:

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

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

## Out-of-School Suspension

### Misconduct

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

The district shall not use out-of-school suspension for students below grade 3 unless the conduct meets the requirements established in law.

~~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.~~

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

- Conduct that contains the elements of a weapons offense, as provided in [Penal Code sections 46.02 or 46.05](#);
- Conduct that threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

## Process

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

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

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

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

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

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

## Alternative Assignment

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

## Coursework During Suspension

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

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

## Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

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

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

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

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

### Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to die by ~~commit or attempt to commit~~ suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. [see Glossary]
- Involvement in criminal street gang activity. [see Glossary]
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.
- Engages in conduct that contains the elements of the offense of disruptive activities under [Education Code 37.123](#).
- Engages in conduct that contains the elements of the offense of disruption of classes under [Education Code 37.124](#).
- Possesses or uses an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#), except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days. See [First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information](#).

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief [see Glossary] that the student engaged in conduct punishable as a felony ~~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.

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

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

## **Mandatory Placement: Misconduct That Requires DAEP Placement**

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. [see Glossary]
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault [see Glossary] under [Penal Code 22.01\(a\)\(1\)](#).
  - Except as provided by [Education Code 37.007\(a\)\(3\)](#), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the Health and Safety Code](#) does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#).

- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see Glossary]
- Engages in conduct that contains the elements of an offense of harassment against an employee under [Penal Code sections 42.07\(a\)\(1\), \(2\), \(3\), or \(7\)](#).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation under [Penal Code 36.06](#) against any school employee or volunteer on or off school property. ~~(Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)~~
- Engages in conduct that contains the elements of harassment under [Penal Code 42.07](#) against any school employee or volunteer on or off of school property.
- ~~● 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.~~

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

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

## Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

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

## **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 non-emergency basis.~~

## **Process**

Removals to a DAEP shall be made by the CBC.

### Conference

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

At the conference, the CBC or appropriate administrator shall provide the student:

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

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

### Consideration of Mitigating Factors

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

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;

3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

### Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

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

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

### DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

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

### Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student

was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

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

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

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

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

### Exceeds One Year

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

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

### Exceeds School Year

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

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

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
2. The student has engaged in serious or persistent misbehavior [see Glossary] that violates the district's Code of Conduct.

### Exceeds 60 Days

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

## Appeals

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

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at <https://www.bryanisd.org/page/grievance-process>

Appeals shall begin at Level One with 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: Bryan ISD 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:  
<https://www.bryanisd.org/page/grievance-process>

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the 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 cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

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

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

## Placement Review

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

## Additional Misconduct

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

## Notice of Criminal Proceedings

~~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:~~

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

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

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the

student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

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

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

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

## **Withdrawal During Process**

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

## **Newly Enrolled Students**

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

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

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the

placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or if the extended placement is in the best interest of the student.

## Emergency Placement Procedure

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

## Transition Services

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

## Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the [Education Code](#) provides unique procedures and specific consequences.

### Registered Sex Offenders

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

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

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

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

### Review Committee

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

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

### Newly Enrolled Students

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

### Appeal

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

## Expulsion

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

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

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct **may** result in mandatory placement in a DAEP, whether or not a student is expelled. [see Disciplinary Alternative Education Program (DAEP) Placement]

### Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to ~~commit or attempt to commit~~ die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- ~~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. [see Glossary]
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the Health and Safety Code](#) does not violate this provision. [See Glossary for "under the influence."]
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.

- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- ~~Engaging in 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 possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line.

### Property of Another District

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

### While in a DAEP

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

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by [Penal Code 1.07](#); or
- Conduct that constitutes the offense of:
  - Public lewdness under [Penal Code 21.07](#);
  - Indecent exposure under [Penal Code 21.08](#);
  - Criminal mischief under [Penal Code 28.03](#);
  - Hazing under [Education Code 37.152](#); or

- Harassment under [Penal Code 42.07\(a\)\(1\)](#) of a student or district employee.

## Mandatory Expulsion: Misconduct That Requires Expulsion

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

### Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. [see Glossary]

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

### Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by [Penal Code 46.02](#):
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. [see Glossary] Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
- A location-restricted knife, as defined by state law. [see Glossary]
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. [see Glossary]
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. [see Glossary]
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.

- Indecency with a child.
- Kidnapping or aggravated kidnapping.
- Burglary, robbery or aggravated robbery.
- Manslaughter.
- Criminally negligent homicide.
- Continuous sexual abuse of a young child or disabled individual.
- Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in conduct that contains elements of assault against a school employee or volunteer.
- ~~○ Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.~~

## Under Age 10

When a student under the age of 10 engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **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 non-emergency basis.~~

## Virtual Expulsion Program

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

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.

- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

## Consideration of Virtual Education as Alternative to Expulsion

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

## Process

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

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

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

## Hearing

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

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

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

~~The Expulsion Hearing Officers conduct due process hearings and expel students. Mrs. Crystal Goodman, Mrs. Linda Montoya, and Dr. Brian Merrell, Executive Directors of School Leadership, are the district's designated Expulsion Hearing Officers.~~

The board of trustees delegates to the ***Executive Director of School Leadership and the Director of School Leadership*** the authority to conduct hearings and expel students.

### Board Review of Expulsion

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

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

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

### Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

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

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

Not later than the second business day after the hearing, the **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 Code of Conduct, the expulsion order shall give notice of the inconsistency.

## Length of Expulsion

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

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

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

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

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

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

## Withdrawal During Process

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

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

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

## Additional Misconduct

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

## Restrictions During Expulsion

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

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

## Newly Enrolled Students

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

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

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

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

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

## Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. **Emergency expulsion may be ordered based on a single incident of behavior by the student.** Within 10 days after the date of the

emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

## DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.

## Transition Services

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

## Certain Felonies

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

- Received deferred prosecution for conduct defined as aggravated robbery or a [Title 5 felony](#) offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a [Title 5 felony](#) offense;
- Been charged with engaging in conduct defined as aggravated robbery or a [Title 5 felony](#) offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a [Title 5 felony](#) offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

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

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;

3. Whether the conduct occurred while the student was enrolled in the district; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

## Hearing and Required Findings

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

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

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

## Length of Placement

The student is subject to the placement until:

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

## Placement Review

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

## Newly Enrolled Students

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

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by [Penal Code 29.03\(a\)](#) as when a person commits robbery and:

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

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

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

**Arson** is defined in part by [Penal Code 28.02](#) as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - i. Knowing that it is within the limits of an incorporated city or town;
    - ii. Knowing that it is insured against damage or destruction;
    - iii. Knowing that it is subject to a mortgage or other security interest;
    - iv. Knowing that it is located on property belonging to another;

- v. Knowing that it has located within it property belonging to another; or When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another; or
  - b. Recklessly causing another person to suffer bodily injury or death.

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

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

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

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

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

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

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

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

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

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

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

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

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship.

Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by [Section 71.0021 of the Family Code](#).

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

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

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

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

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

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

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

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

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

**Firearm** is defined by [federal law \(18 U.S.C. 921\(a\)\)](#) as:

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

Such term does not include an antique firearm.

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

**Handgun** is defined by [Penal Code 46.01](#) as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in [Education Code 37.001\(b\)\(2\)](#); or
3. Conduct that is punishable as a crime under [Penal Code 42.07](#), including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

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

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

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

**Hit list** is defined in [Education Code 37.001\(b\)\(3\)](#) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

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

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

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

**Location-restricted knife** is defined by [Penal Code 46.01](#) as a knife with a blade over five and one-half inches.

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

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

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

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

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

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

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

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

**Prohibited weapon** under [Penal Code 46.05\(a\)](#) means:

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

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

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

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

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

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;

3. Conduct that constitutes coercion, as defined by [Penal Code Section 1.07](#); or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under [Penal Code 21.07](#);
  - b. Indecent exposure under [Penal Code 21.08](#);
  - c. Criminal mischief under [Penal Code 28.03](#);
  - d. Hazing under [Education Code 37.152](#); or
  - e. Harassment under [Penal Code 42.07\(a\)\(1\)](#) of a student or district employee.

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

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

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

**Terroristic threat** is defined by [Penal Code 22.07](#) as a threat of violence to any person or property with intent to:

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

6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

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

**Title 5 felonies** are those crimes listed in [Title 5 of the Penal Code](#) that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under [Sections 19.02–.05](#);
- Kidnapping under [Section 20.03](#);
- Trafficking of persons under [Section 20A.02](#);
- Smuggling or continuous smuggling of persons under [Sections 20.05–.06](#);
- Assault under [Section 22.01](#);
- Aggravated assault under [Section 22.02](#);
- Sexual assault under [Section 22.011](#);
- Aggravated sexual assault under [Section 22.021](#);
- Unlawful restraint under [Section 20.02](#);
- Continuous sexual abuse of a young child or disabled individual under [Section 21.02](#);
- Bestiality under [Section 21.09](#);
- Improper relationship between educator and student under [Section 21.12](#);
- Voyeurism under [Section 21.17](#);
- Indecency with a child under [Section 21.11](#);
- Invasive visual recording under [Section 21.15](#);
- Disclosure or promotion of intimate visual material under [Section 21.16](#);
- Sexual coercion under [Section 21.18](#);
- Injury to a child, an elderly person, or a disabled person of any age under [Section 22.04](#);
- Abandoning or endangering a child under [Section 22.041](#);

- Deadly conduct under [Section 22.05](#);
- Terroristic threat under [Section 22.07](#);
- Aiding a person to die by suicide under [Section 22.08](#); and
- Tampering with a consumer product under [Section 22.09](#).

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

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

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

# **Student Code of Conduct 2025-2026**



# Updates to the Student Code of Conduct

## **General Updates**

- Streamlined language
- Removed redundant language
- Added clarifying language - Example: Prohibits unauthorized use of artificial intelligence (AI)
- Addresses new provisions from the 89<sup>th</sup> Legislature

## **Parental Involvement when students are placed in DAEP**

- Parents of students placed in DAEP or expelled may request a behavioral agreement.
- Following the agreement can reduce the disciplinary term, but not the placement type.
- Reduction is at the discretion of the administration and requires full compliance.

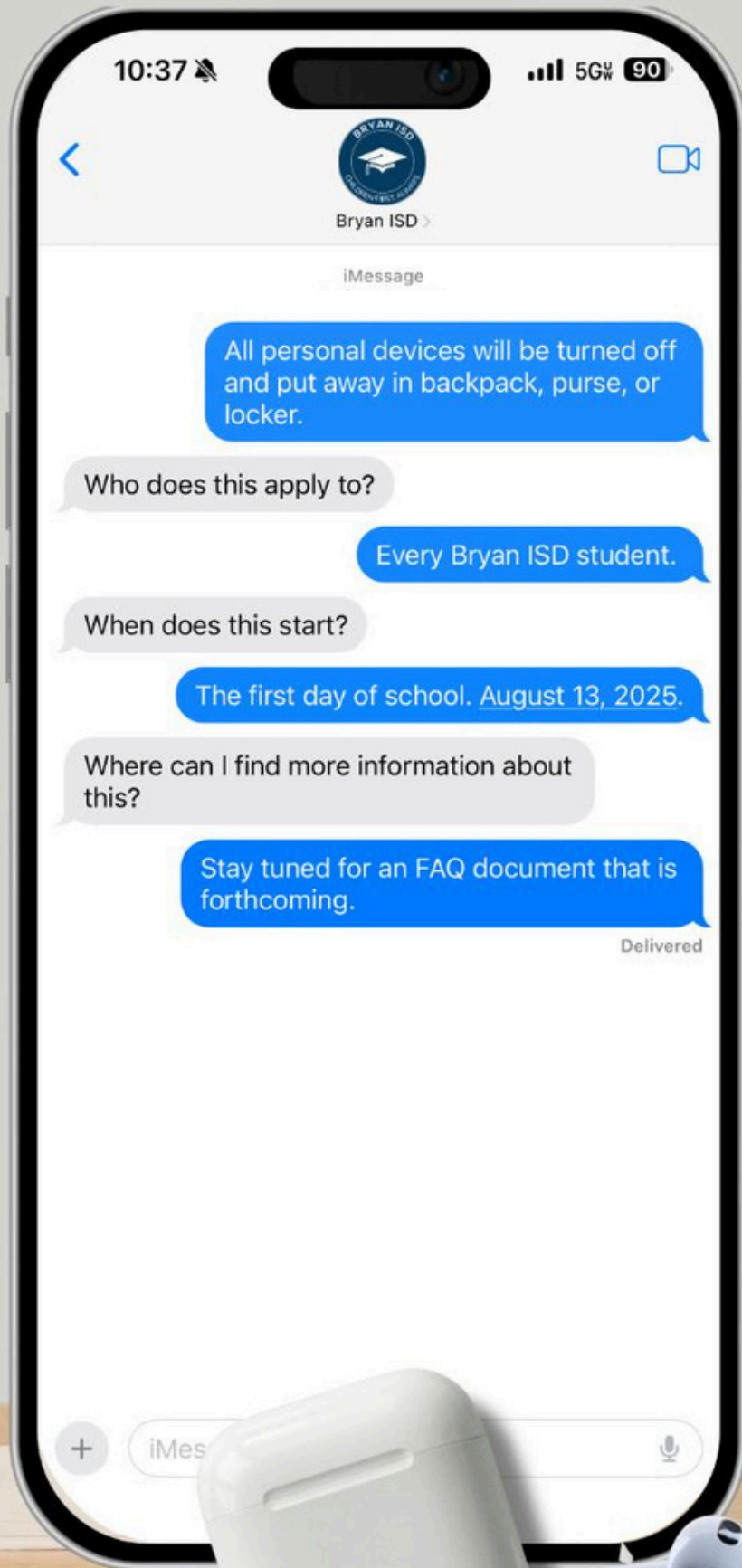
# Updates to the Student Code of Conduct

## Updates to Suspension

- Out-of-School Suspension (OSS) may not exceed three days.
- In-School-Suspension (ISS) is no longer subject to any time limit.
  - However, the principal/appropriate administrator shall review the ISS placement of a student at least once every 10 school days to evaluate the educational progress of the student and to determine if continued ISS is appropriate.

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

- May place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette,
- If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense, the student shall be placed in in-school suspension for a period of at least 10 school days.



## NEW TEXAS LAW

HOUSE BILL 1481

**This school year, a new Texas law is banning cell phones and other personal communication devices (smartwatches, ear buds, tablets, laptops, and other communication devices) in public schools during the school day.**

*The Student Code of Conduct with defined consequences for violations will be published before the start of the school year.*

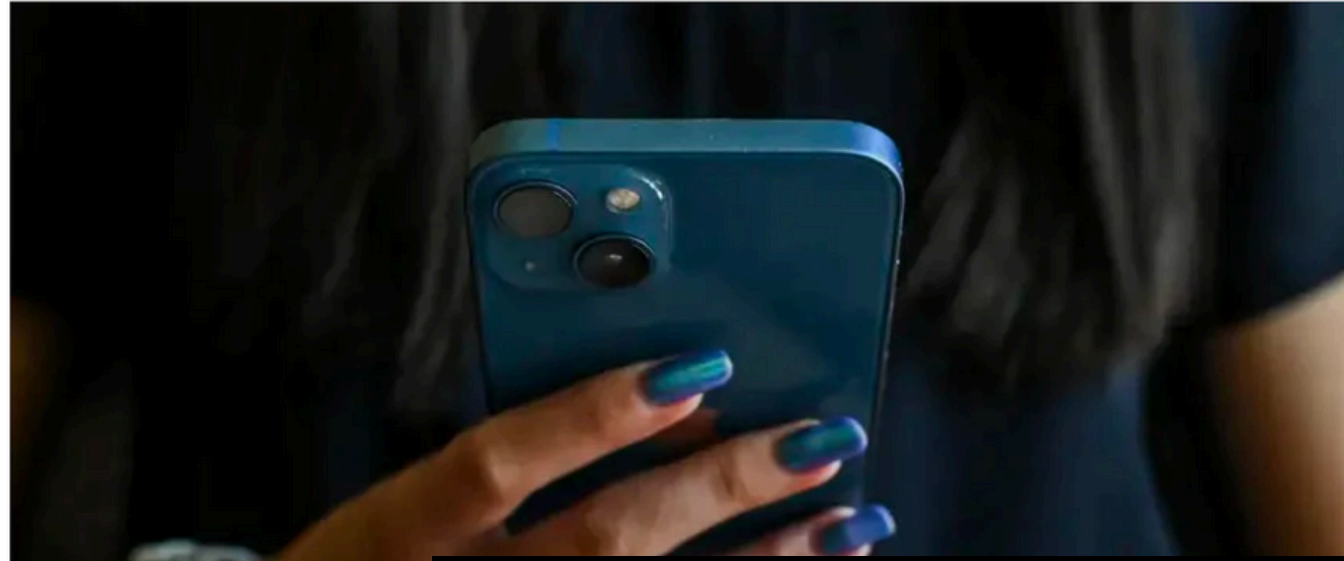
Exceptions for medical needs and approved IEP/504 accommodations.



# HB 1481 Update

# Texas has officially banned cell phones in schools

by Xochilt Garcia  
June 27, 2025






School districts and charter schools have completely ban cell phones from schools. Texas Tribune

# Texas governor signs statewide cellphone ban for public schools into law

Texas schools must now enforce rules requiring students to lock away cellphones during school hours.



 **Implementation Updates** 

 **HB 1481: Cell Phones**

- School districts & charters must adopt a policy prohibiting use of cell phones while on school property during the school day.
- In adopting a policy, district or school must authorize use necessary to implement IEP, 504 plan, or other similar program/plan; by a student with a documented need based on doctor directive; or as necessary to comply with health or safety requirement.
- School systems have flexibility on the specific mechanism used to prohibit.
- School boards have until 90 days after effective date (effective June 20) to adopt cell phone policy.
- TEA must provide a model policy.

# HB 1481 Timeline



**June 20, 2025:** Governor Abbott signs HB 1481

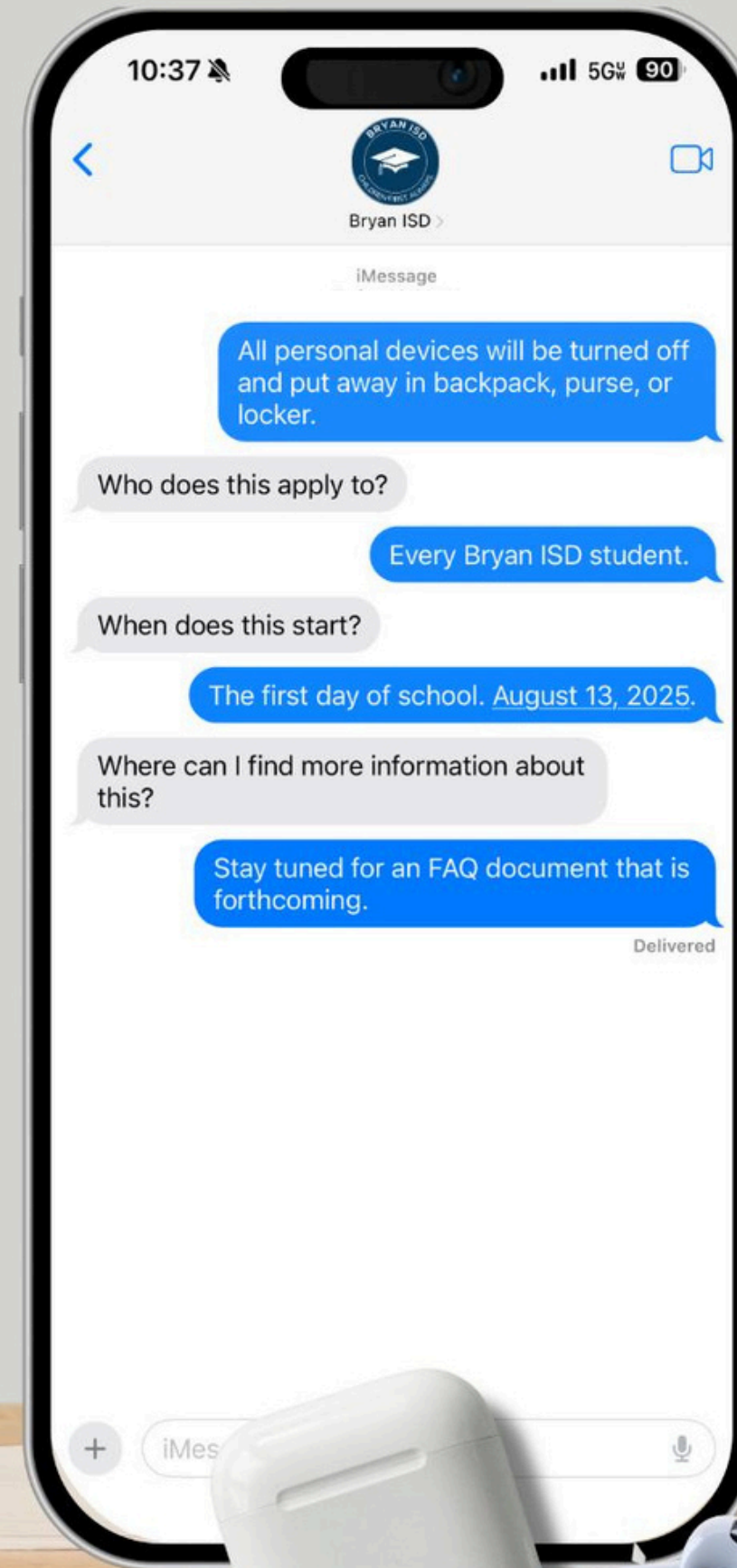
**July 2025:**

- Refinement of the Student Code of Conduct
- Feedback from Parents, Administrators, & Teachers
- Draft policy update - FNCE (Local)

**July 21, 2025:** Approval of Board Policy FNCE (Local)

**July-August 2025:** Communication to Students & Parents

**August 4, 2025:** Consider Student Code of Conduct



## **NEW TEXAS LAW** HOUSE BILL 1481

**This school year, a new Texas law is banning cell phones and other personal communication devices (smartwatches, ear buds, tablets, laptops, and other communication devices) in public schools during the school day.**

*The Student Code of Conduct with defined consequences for violations will be published before the start of the school year.*

Exceptions for medical needs and approved IEP/504 accommodations.



# HB 1481

## Definition of Personal Communication Device

In this section, "personal communication device" means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

# HB 1481 - Requirements

The policy may provide for the school district or open-enrollment charter school to:

1. Comply with this section by:

a. prohibiting a student from bringing a personal communication device on school property;

**OR**

b. designating a method for the storage of a student's personal communication device while the student is on school property during the school day

The policy must authorize the use of a personal communication device if:

1. necessary to implement an individualized education program, a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), or a similar program or plan;

2. by a student with a documented need based on a directive from a qualified physician;

3. necessary to comply with a health or safety requirement imposed by law or as part of the district's or school's safety protocols.

**HB 1481 also removed all fines for device confiscation.**

# Revised Policy FNCE(LOCAL)

Bryan ISD  
021902

STUDENT CONDUCT  
PERSONAL ~~TELECOMMUNICATIONS~~ COMMUNICATION DEVICES/ELECTRONIC DEVICES

FNCE  
(LOCAL)

**PROPOSED REVISIONS**

**Note:** For searches of personal ~~telecommunications~~ communication devices or other personal electronic devices, see FNF.

**Personal Use**  
~~Telecommunications~~ Communication Devices

~~A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.~~

~~A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.~~

~~An authorized District employee may confiscate a student's personal telecommunications communication device, including a mobile telephone, that is used in violation of this policy or any applicable campus rules regulations.~~

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

If a personal ~~telecommunications~~ communication device is not retrieved, the District shall dispose of the device after providing the notice required by law.

~~Other Electronic Devices~~

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

~~Instructional Use~~

~~A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]~~

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or

Proposed revisions 7-9-25

1 of 2

FNCE(LOCAL)-A to S

STUDENT CONDUCT  
~~TELECOMMUNICATIONS~~ COMMUNICATION DEVICES/ELECTRONIC DEVICES

FNCE  
(LOCAL)

3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

The Superintendent shall develop regulations to implement this policy.

Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

Proposed revisions 7-9-25

2 of 2

FNCE(LOCAL)-A to S

- Student Communication Devices must be turned off and stored (backpack, purse, etc.) during the school day and may not be seen or used.
  - The school day encompasses the first bell to the last bell.
- Devices may be used before and after school.

# Prior to HB 1481

Prior to HB 1481, the district had procedures in place to address the unauthorized use of cell phones during instructional time.

## **Middle School:**

- If a student uses a telecommunications device without authorization during the school day, the device will be collected.
- A parent conference is required prior to picking up the device.
- A fee of \$15 will be charged for all collected telecommunication devices.
- Students who refused to turn over the phone were assigned a day of in-school suspension (ISS).
- Students who refused to go to ISS were suspended.

## **High School:**

- 1st-2nd warning
- 3rd - referral each time the student did not comply with the cell phone rule. The phone would be collected.
- Students who refused to turn over the phone were assigned a range of consequences depending on the frequency and severity of the incident. (after school detention, in-school suspension (ISS), suspension, etc.)

# HB 1481 & the Student Code of Conduct

## **1st Offense:**

- Staff member issues a Discipline Referral, Student receives a warning
- Parent is notified

**After the first offense, all communication devices will be collected from the student.**

## **2nd Offense:**

- Staff member issues a Discipline Referral
- Student may pick up the device at the end of the day (immediately after school for 30 minutes)

## **3rd Offense:**

- Staff member issues a Discipline Referral
- Student may pick up the device at the end of the day (immediately after school for 30 minutes)

## **4th Offense:**

- Staff member issues a Discipline Referral
- Parent may pick up the device at the end of the day (immediately after school for 30 minutes)

## **5th Offense:**

- Staff member issues a Discipline Referral
- Parent may pick up the device at the end of the day (immediately after school for 30 minutes)

# HB 1481 & the Student Code of Conduct

## Repeated Non-Compliance

### 6th Offense:

- Staff member issues a Discipline Referral
- Parent may pick up the device at the end of the day (immediately after school for 30 minutes)
- The student will be assigned to After-School Detention

### 7th Offense:

- Staff member issues a Discipline Referral
- Parent may pick up the device at the end of the day (immediately after school for 30 minutes)
- The student will be assigned to In-School Suspension

### Repeated Offense:

- Staff member issues a Discipline Referral
- Parent may pick up the device at the end of the day (immediately after school for 30 minutes)
- Additional consequences per the Student Code of Conduct for Repeated Offenses

# Sample Frequently Asked Questions

## **Where will collected devices be stored?**

- Devices that are collected are locked in a secure location.

## **How do I get in contact with my student during the school day?**

- Parents are encouraged to communicate with students prior to the start of the school day. In the event of an emergency, parents should contact the school's front office.

## **Will this law apply to activities that are before or after school?**

- No. The law only applies during the school day. Students may use their devices before the tardy bell and after the dismissal bell.

## **What happens if a device is lost or damaged once collected?**

- Bryan ISD is not responsible for lost, stolen, or damaged devices, including those that are collected. Students and families are encouraged to leave valuables at home or use devices responsibly in accordance with district policy. Devices that are collected are locked in a secure location.

**More FAQs will be available online**

# Does this new law apply to staff members?

- As professionals, the new cell phone law does not apply to staff.
- However, all staff and educators are expected to model appropriate and professional use of technology.
- All staff are expected to limit phone use to times and purposes that do not interfere with professional responsibilities or student safety.

## **Acceptable Use:**

- Staff may use personal cell phones during instructional time only for educational purposes, including:
  - Accessing instructional materials or platforms
  - Managing classroom technology or tools
  - Communicating with administrators or support staff regarding student needs
  - Matters pertaining to school safety
  - Documenting learning for district-approved social media, if applicable

## **Unacceptable Use:**

- Personal messaging, calls, or browsing during instruction
- Usage that distracts from supervision, instruction, or student engagement
- Filming or photographing students without parent consent (unless aligned with district media guidelines)

# **Student Code of Conduct 2025-2026**



8.B. Discuss and Consider Appointment of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly

**9. Adjourn**

Posted: Friday, August 1, 2025, 11:20 a.m.



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For the Board of Trustees