A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, July 20, 2026, beginning at 6:00 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. **Pledges of Allegiance to the United States and Texas Flags**
4. **Spotlight**
    - 4.A. Bryan Youth Sports
    - 4.B. Welcome New Campus Principals: Demetruis Darnell, Whitney Foreman, and Jacklyn Nacianceno
5. **Public Comment on Agenda Items**
6. **Public Comment on Non-Agenda Items**
7. Superintendent's Report



2026 ADMIN INSTITUTE



28TH ANNUAL HISPANIC FORUM SCHOLARSHIP GALA







WHAT'S COMING UP??

8. **Board Member Reports**
    8.A. Intergovernmental Committee Report
    8.B. Finance Board Committee Report
9. **Information Items**
    9.A. Update on Health Benefits Focus Group

BRYAN ISD

2026 BENEFITS FOCUS GROUP

JULY 20, 2026



BOARD MEDICAL/BENEFITS PLAN TIMELINE

	Date	Action	Details
✓	June 17, 2026	Benefits Focus Group	Host first benefits focus group committee meeting.
✓	June 25, 2026	Benefits Focus Group	Host second benefits focus group committee meeting.
✓	July 20, 2026	Benefits Focus Group	Board Information Item: Report on feedback from the 2026 Benefits Focus Group
✓	August 2026	Board Meeting	Campus and Department informational benefits meetings begin.
✓	August 17, 2026	Board Meeting	Introduce 2027 Benefits plan recommendations
✓	September 14, 2026	Board Meeting	Consider approval of 2027 Benefits plan changes



Benefits Focus Group

- Teachers
- Nurses
- Mechanic
- Locksmith
- Clerical
- Bus Drivers
- Plumber
- Other professional staff
- Other hourly staff

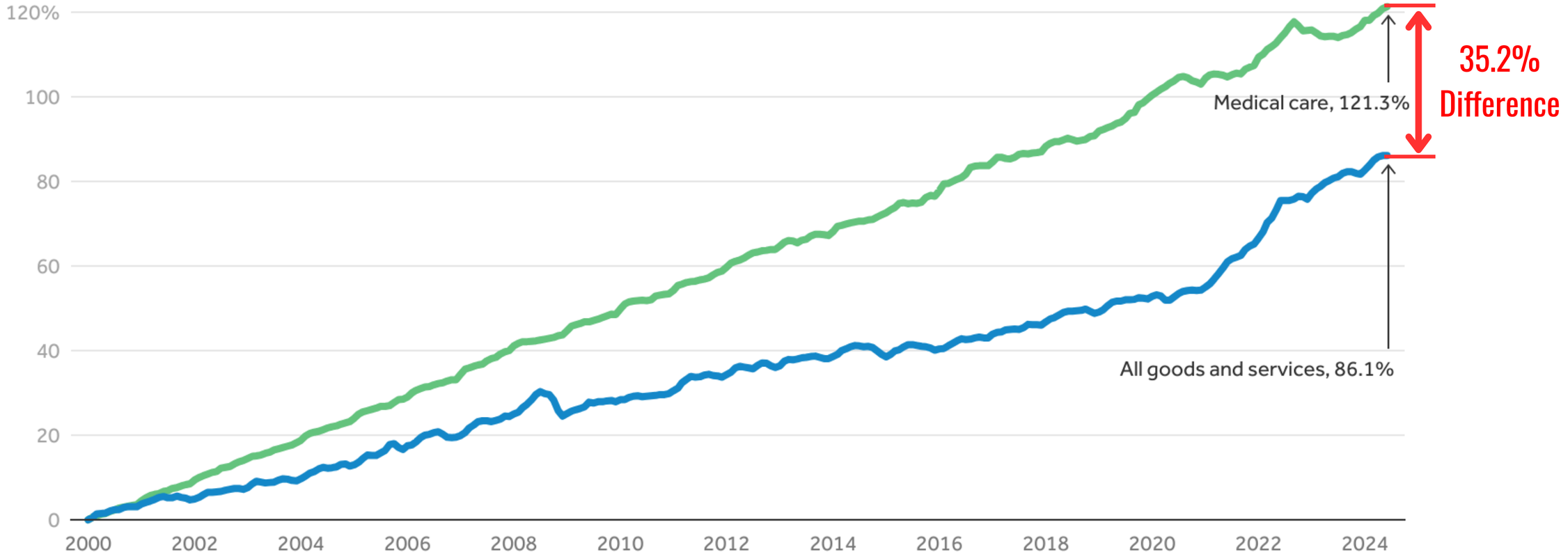


Table of Contents

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04 Medical Insurance Definitions
05 2026 Open Enrollment Changes
06 Medical Plans - PPO & HDHP
06 Medical Plans - Prescription Coverage
07 Self Insured vs Fully Insured
07 Freestanding ERs vs Urgent Care Centers
08 Medical Plan Fund Balance History
08 Claims Paid vs Premiums Collected History
09 2026 Medical Plan Enrollment
09 District Contribution History

Medical Inflation Trends

Cumulative percent change in Consumer Price Index for All Urban Consumers (CPI-U) for medical care and for all goods and services, January 2000 - June 2024



Note: Data are not seasonally adjusted. Medical care includes medical services as well as commodities such as equipment and drugs.

Source: KFF analysis of Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) data

Peterson-KFF
Health System Tracker

MEDICAL PLANS FUND BALANCE HISTORY

2014 → 2009 - 2014 No premium increases

2015 → Avg. $6.00 Employee increase to all dependent tiers
$10.00/mo District contribution increase over all tiers

EHC 2016 → Avg. $22.00 Employee increase to all dependent tiers
$5.00/mo District contribution increase over all tiers

2017 → Additional Free Standing ERs Joined the Brazos Valley

2017-2024 → Avg. $23.00 Employee increase to all plans all tiers
$60.00/mo District contribution increase over all tiers

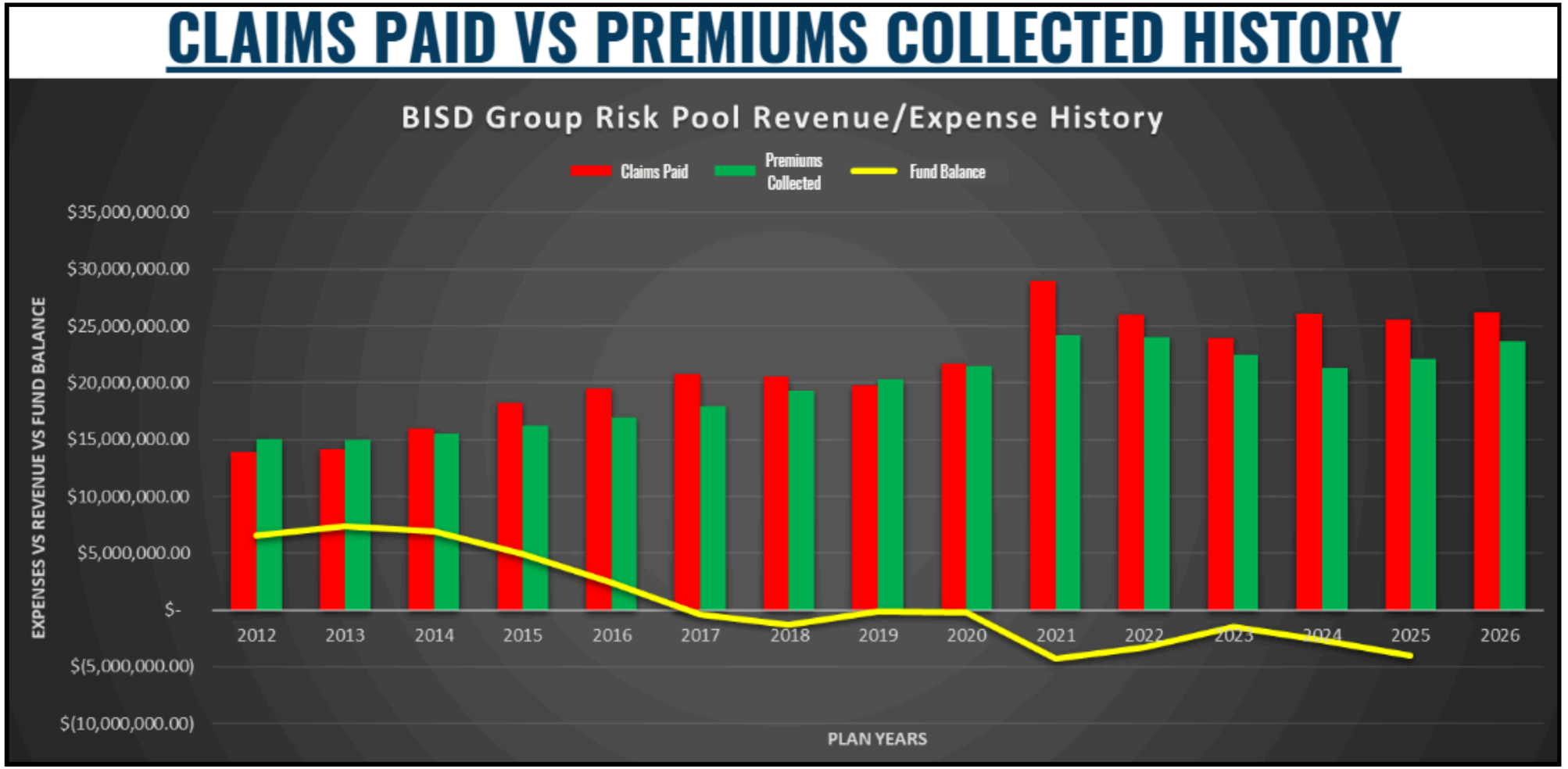
2025 → $12.00 Employee increase to all plans all tiers
$30.00/mo District contribution increase over all tiers

January 2026 - Insurance plan changes and awareness of costs to the plans. Currently, making progress. Generated $1.2 million in plan savings.

Year	Health Fund Balance	Transfer from Local
2012	$6,567,721	
2013	$7,345,330	
2014	$6,884,827	
2015	$4,933,348	
2016	$2,376,424	
2017	-$371,174	
2018	-$1,290,112	$1m
2019	-$102,145	
2020	-$258,176	
2021	-$4,308,409	$3m
2022	-$3,318,019	$2.5m
2023	-$1,471,346	$1m
2024	-$2,652,255	$2m
2025	~~-$3,846,860~~	-$5 million
	Total	$9.5m

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CLAIMS PAID VS PREMIUMS COLLECTED HISTORY



The district has been losing $881,306 per year on average.

The focus group engaged in thoughtful discussion and provided valuable feedback on several proposed benefit strategies.

★★★★★

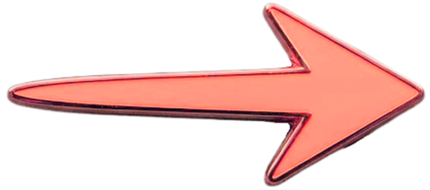
- Charging a family plan rate for employees with more than two dependents
- Spousal surcharge - If your spouse is eligible for employer sponsored coverage through their own workplace
- Tobacco users



★★★

- Charging employees using freestanding ERs for non emergent services a higher amount per month
- Remove Medicare eligible staff from district health plan

INCREASE ANNUAL SALARY



INCREASE MEDICAL PLAN PREMIUMS





DECREASE BISD CONTRIBUTION

Lower the district health contribution to increase salaries, improving retirement benefits while offsetting costs through plan changes and premium adjustments.

All Health Plans:
Q1–Q2 Comparison (2025 vs. 2026)

	Qtr 1 & 2 2025	QTR 1 & 2 2026
Employee Only	($563,460)	($793,683)
Employee Spouse	($317,591)	($523,713)
Employee + Child(ren)	($1,151,226)	($721,728)
Family	($887,581)	($753,007)
Silver Plan Contributions	$1,875,630	$2,096,070
Total	**($1,042,203)**	**($694,036)**
Audited Fund Balance	($5,018,772)	($5,712,808)
@ June 30, 2025		***Projected****

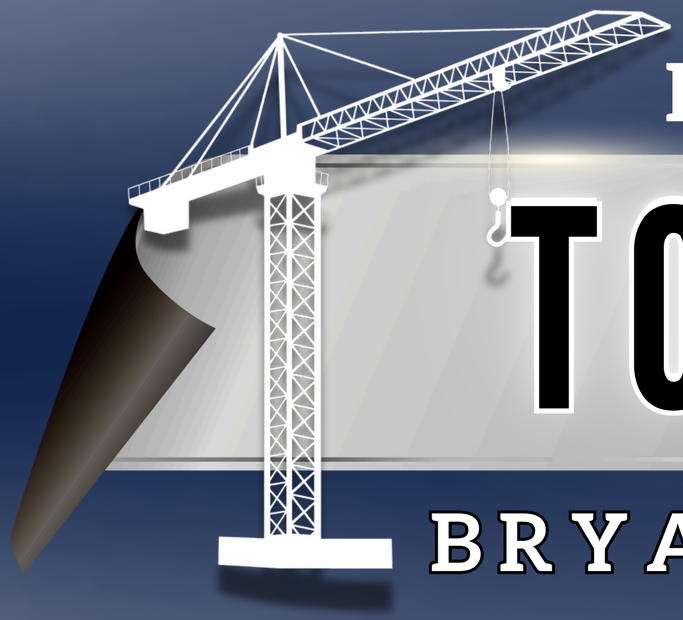
Moving Forward

- Continue employee healthcare education
- Gradual premium increases
- Adjust plan design for long term sustainability



QUESTIONS

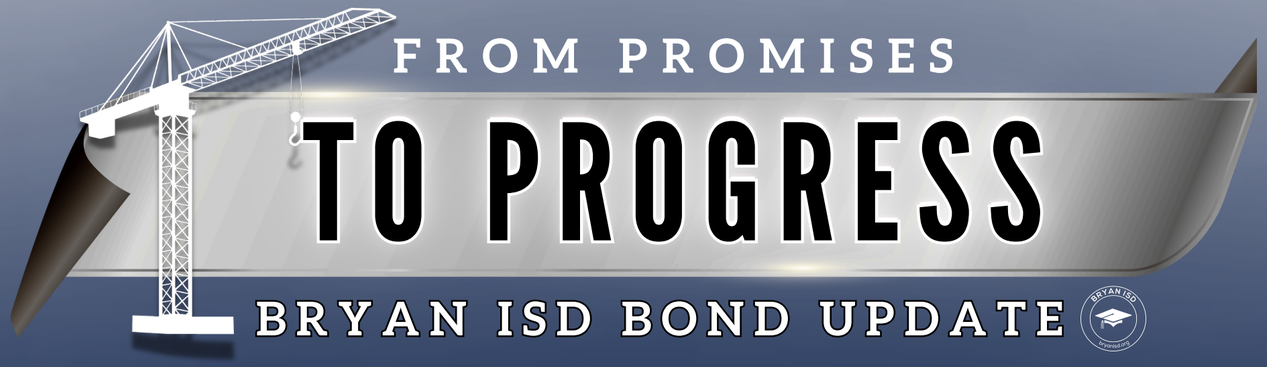
9.B. Bond Updates including Bryan Collegiate High School and Merrill Green Fieldhouse



FROM PROMISES

TO PROGRESS

BRYAN ISD BOND UPDATE

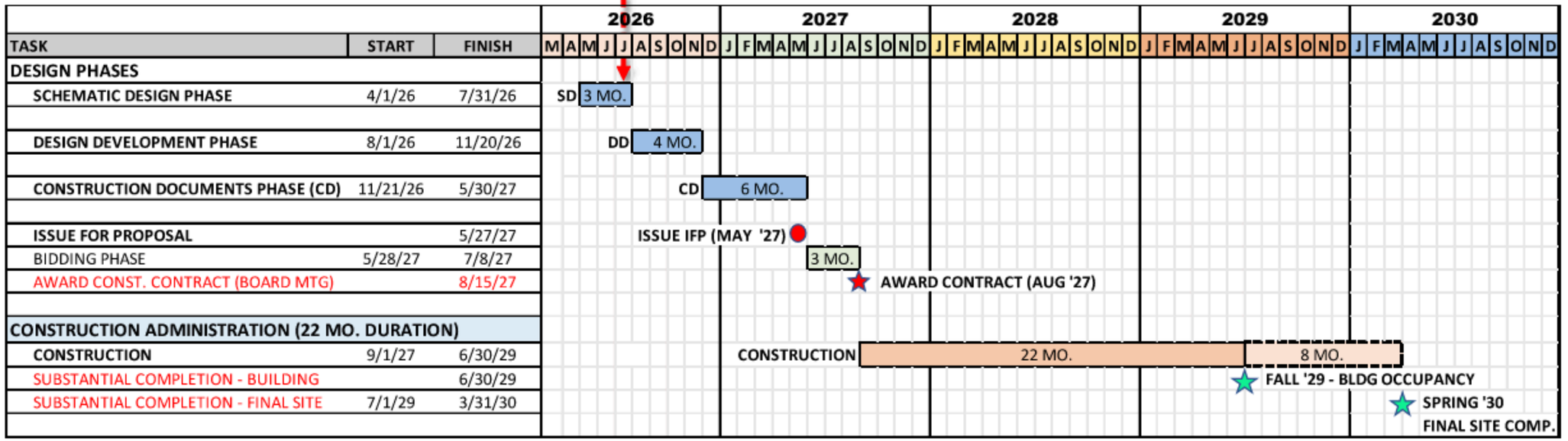


Bryan Collegiate High School

PBK Architects

Master Schedule

BRYAN INDEPENDENT SCHOOL DISTRICT
New Bryan Collegiate High School



TASK	START	FINISH
DESIGN PHASES		
SCHEMATIC DESIGN PHASE	4/1/26	7/31/26
DESIGN DEVELOPMENT PHASE	8/1/26	11/20/26
CONSTRUCTION DOCUMENTS PHASE (CD)	11/21/26	5/30/27
ISSUE FOR PROPOSAL		5/27/27
BIDDING PHASE	5/28/27	7/8/27
AWARD CONST. CONTRACT (BOARD MTG)		8/15/27
CONSTRUCTION ADMINISTRATION (22 MO. DURATION)		
CONSTRUCTION	9/1/27	6/30/29
SUBSTANTIAL COMPLETION - BUILDING		6/30/29
SUBSTANTIAL COMPLETION - FINAL SITE	7/1/29	3/31/30

Schematic Design (SD) Phase:

- Programming
- Design Charrette
- Tour Similar Facilities
- Confirm Project Budget
- Site Surveys & Geotechnical Reports
- Collaboration with City
- **Collaborative Design Sessions**
- **Board of Trustees for Approval.**

Design Development (DD) Phase:

- Design Refinement
- Building Systems Definition
- Civil Engineering Design Concepts
- Preliminary Budget Estimate
- **Collaborative Design Sessions**
- **Board of Trustees for Approval.**

Construction Documents (CD) Phase:

- Develop Construction Documents
- Prepare documents for Permitting, Bidding & Construction.

Construction (CA) Phase:

PBK Architects

BRYAN INDEPENDENT SCHOOL DISTRICT
New Bryan Collegiate High School

Design Charrette Re-cap














Option A


Option B


Option C


Option D






Team 1 – Block Study


Team 2 – Block Study

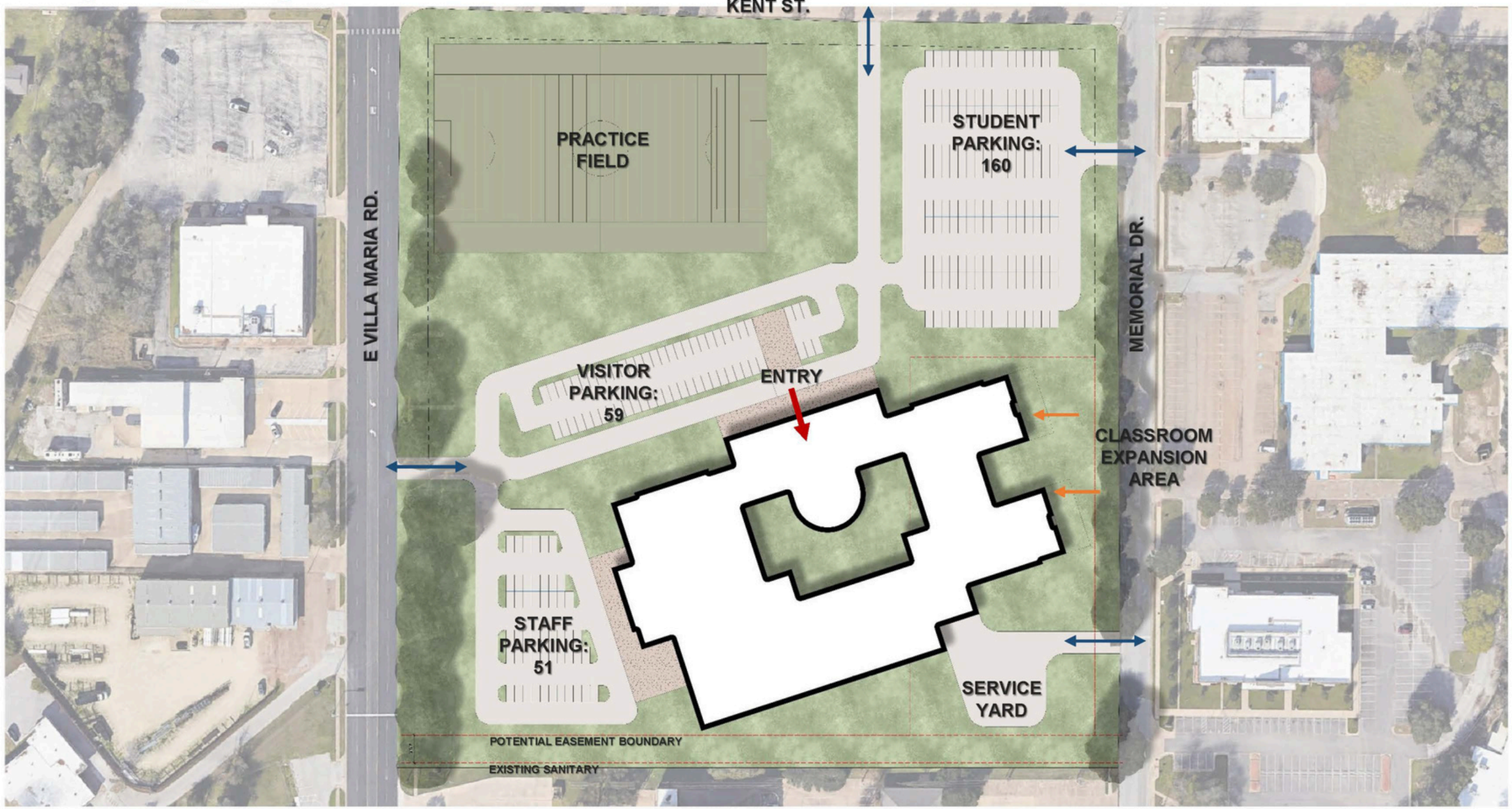

Team 3 – Block Study



PBK Architects

Site Plan

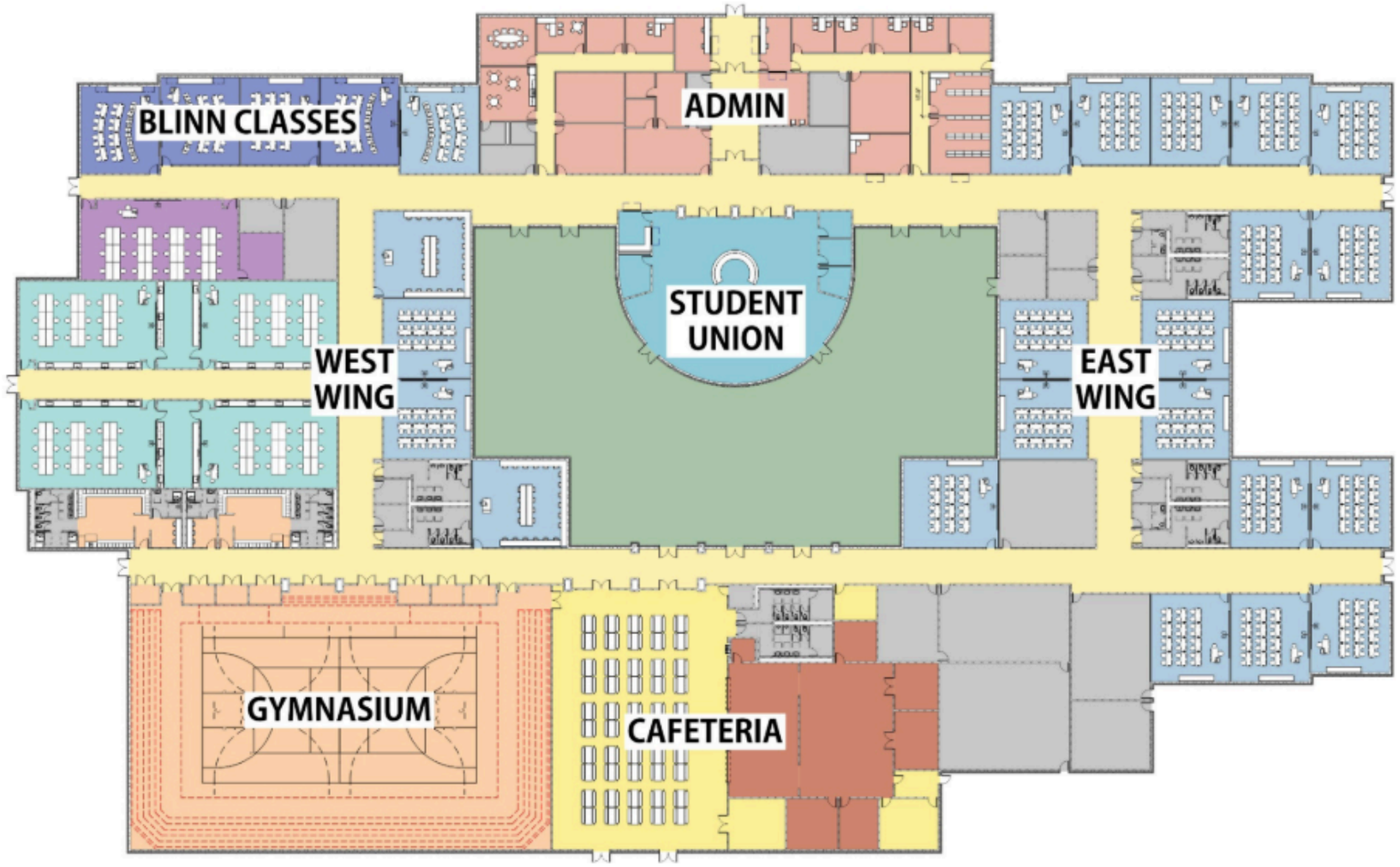
BRYAN INDEPENDENT SCHOOL DISTRICT
New Bryan Collegiate High School



PBK Architects

BRYAN INDEPENDENT SCHOOL DISTRICT
New Bryan Collegiate High School

Floor Plan



PBK Architects

Conceptual Renderings



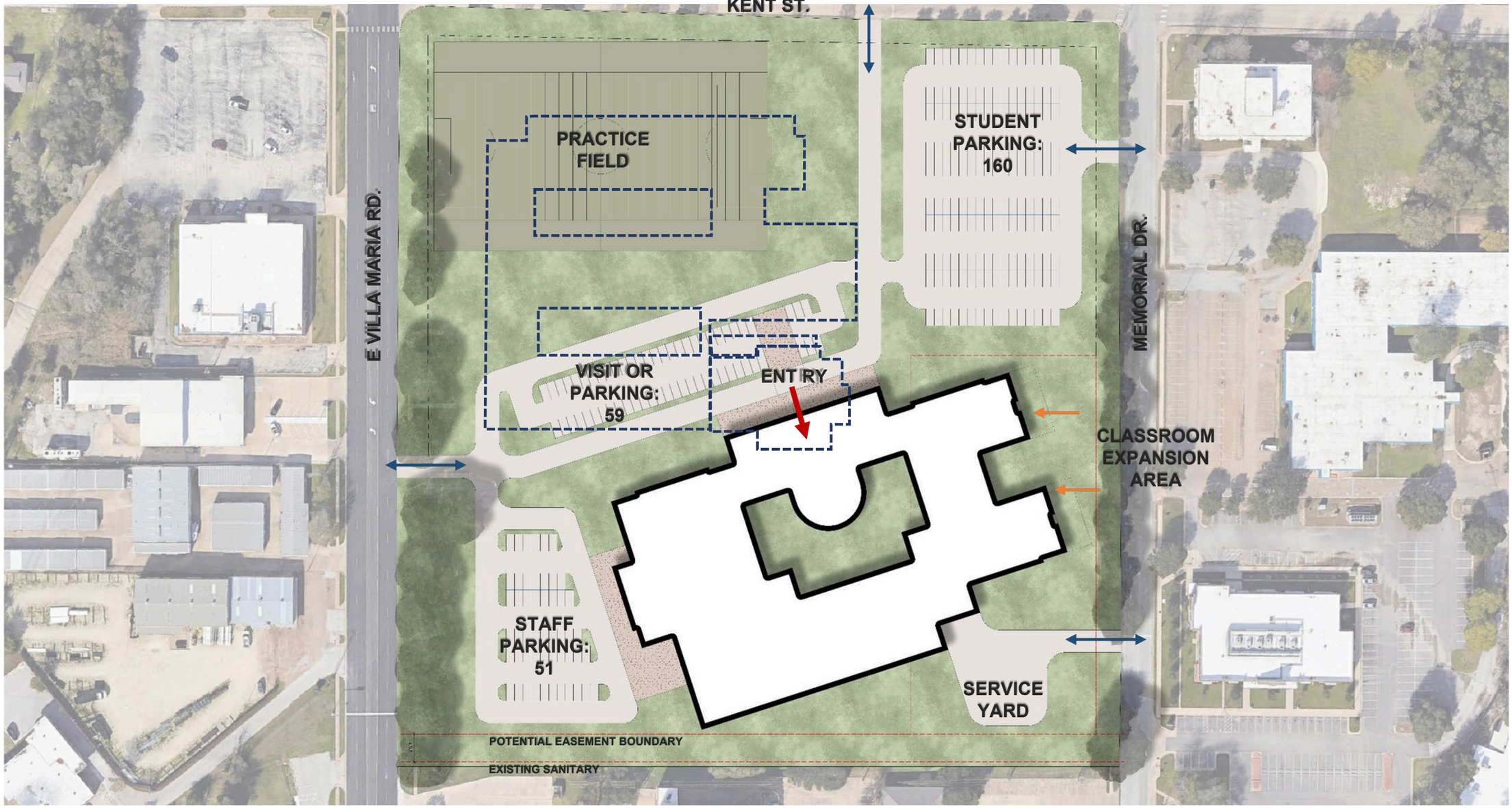




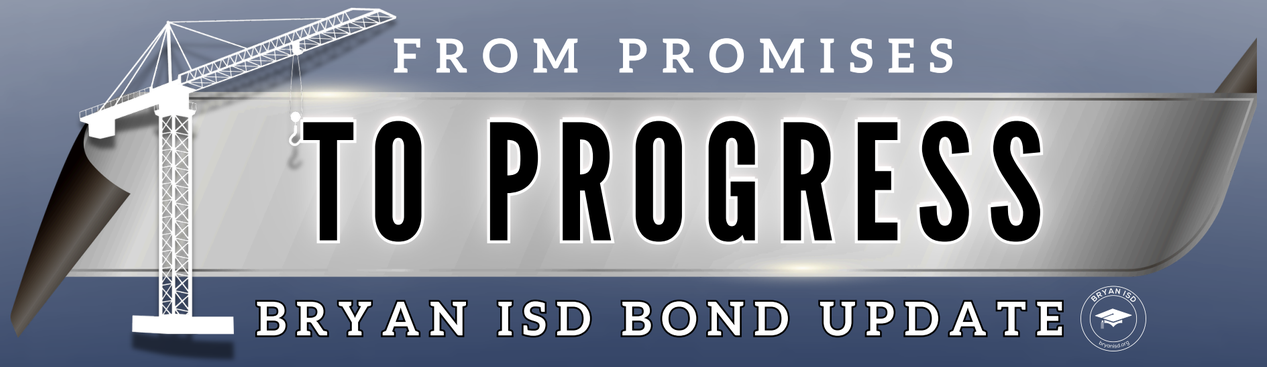







KENT ST.
PRACTICE FIELD
STUDENT PARKING: 160
E VILLA MARIA RD.
MEMORIAL DR.
VISIT OR PARKING: 59
ENT RY
CLASSROOM EXPANSION AREA
STAFF PARKING: 51
SERVICE YARD
POTENTIAL EASEMENT BOUNDARY
EXISTING SANITARY

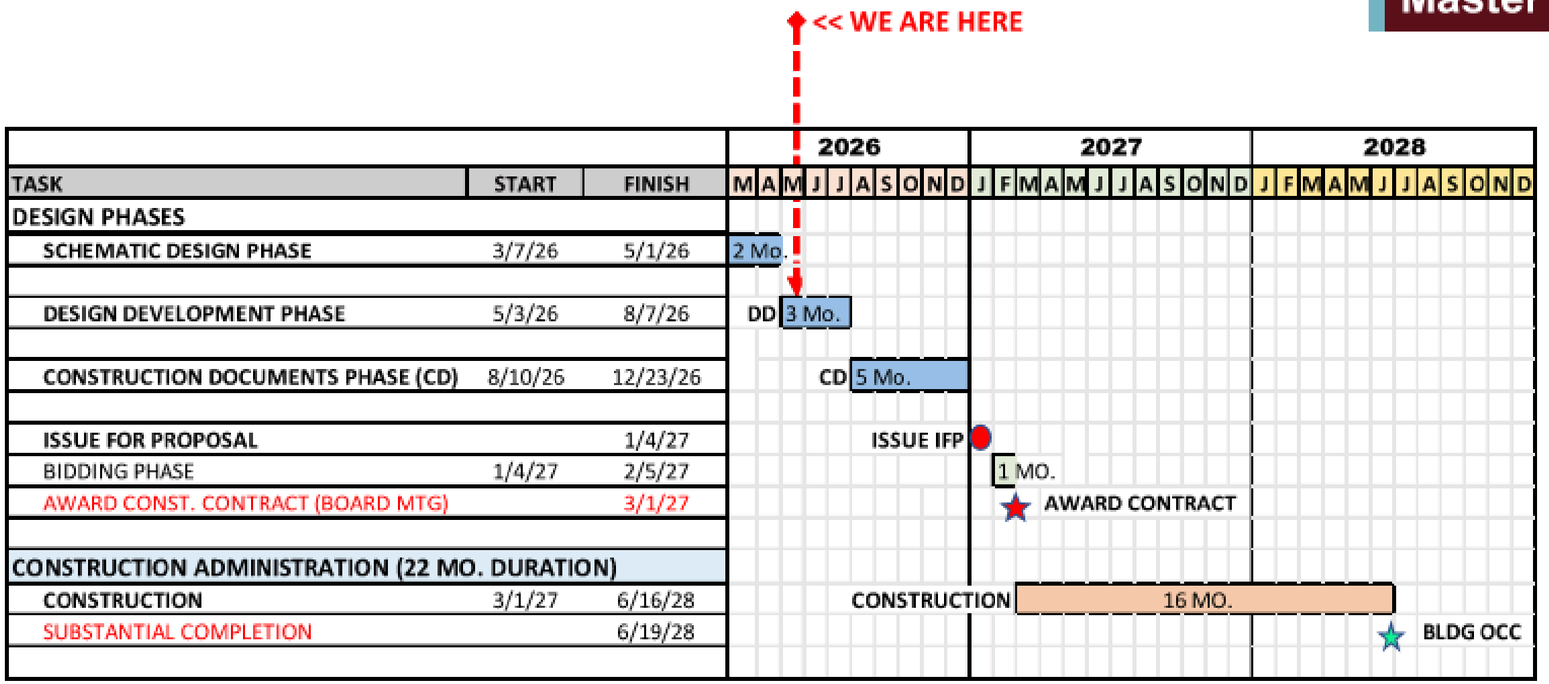
Site Plan



Merrill Green Fieldhouse and Scoreboard

PBK Sports

Master Schedule



Schematic Design (SD) Phase:

- Programming
- Tour Similar Facilities
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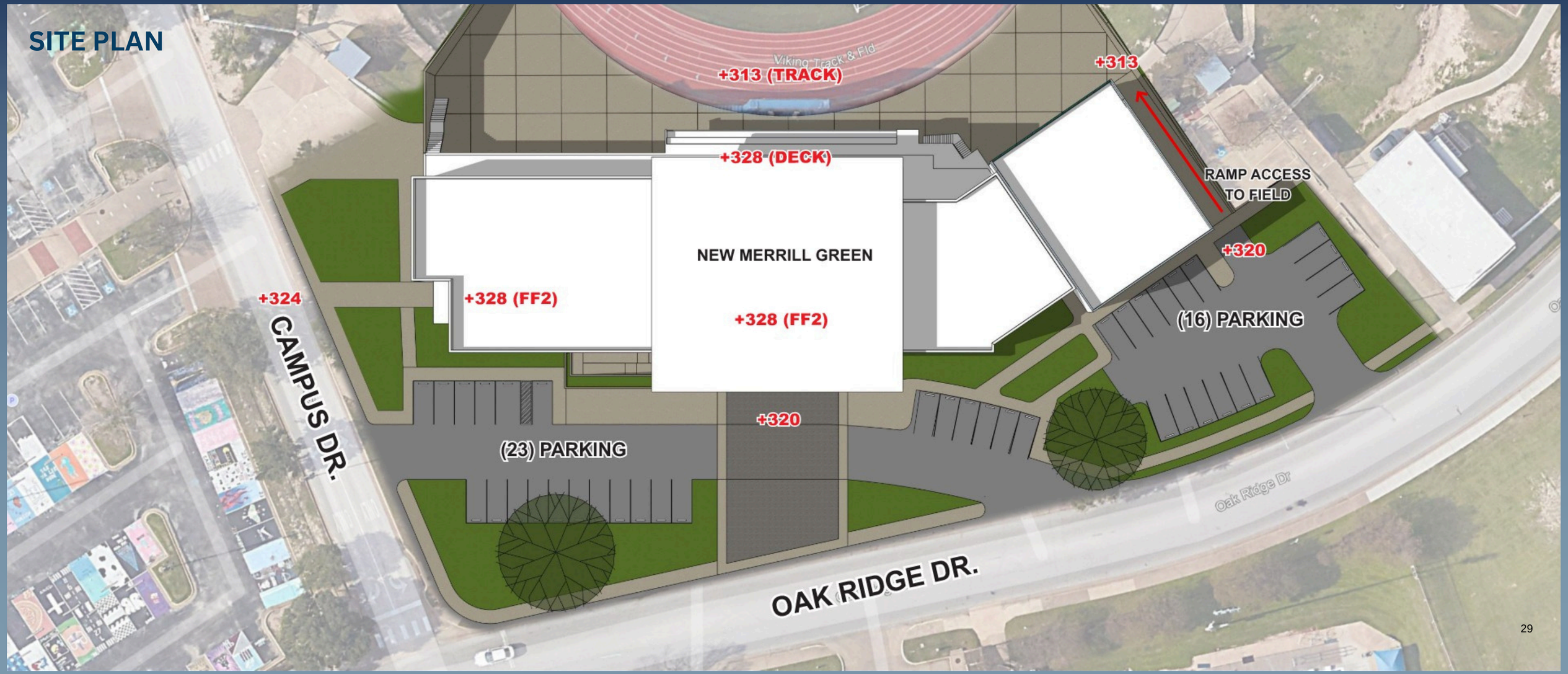
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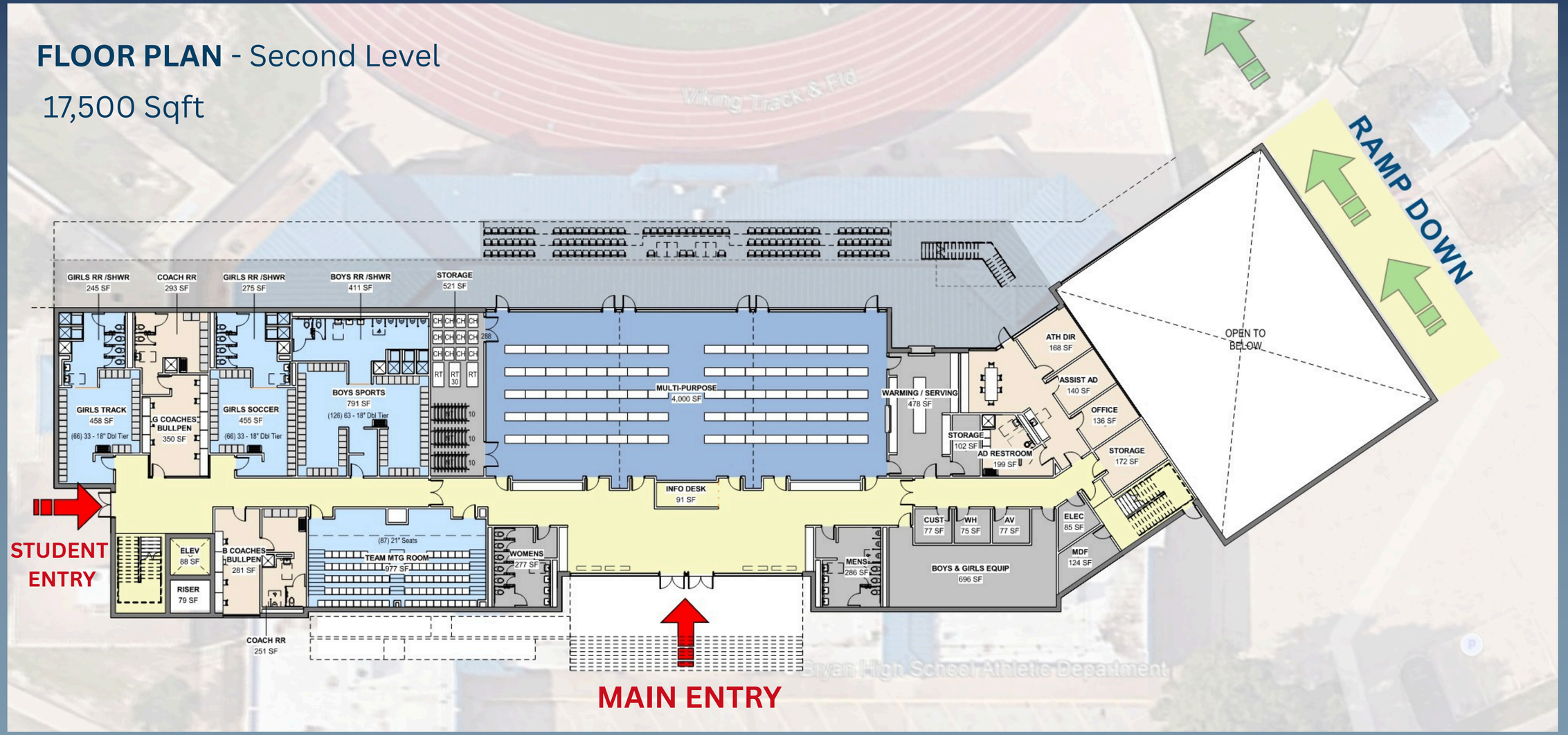
PBK Sports


SITE PLAN
Viking Track & Fld
+313 (TRACK)
+313
+328 (DECK)
RAMP ACCESS
TO FIELD
NEW MERRILL GREEN
+320
+328 (FF2)
+328 (FF2)
+324
CAMPUS DR.
(16) PARKING
+320
(23) PARKING
Oak Ridge Dr
OAK RIDGE DR.

PBK Sports

FLOOR PLAN - Second Level

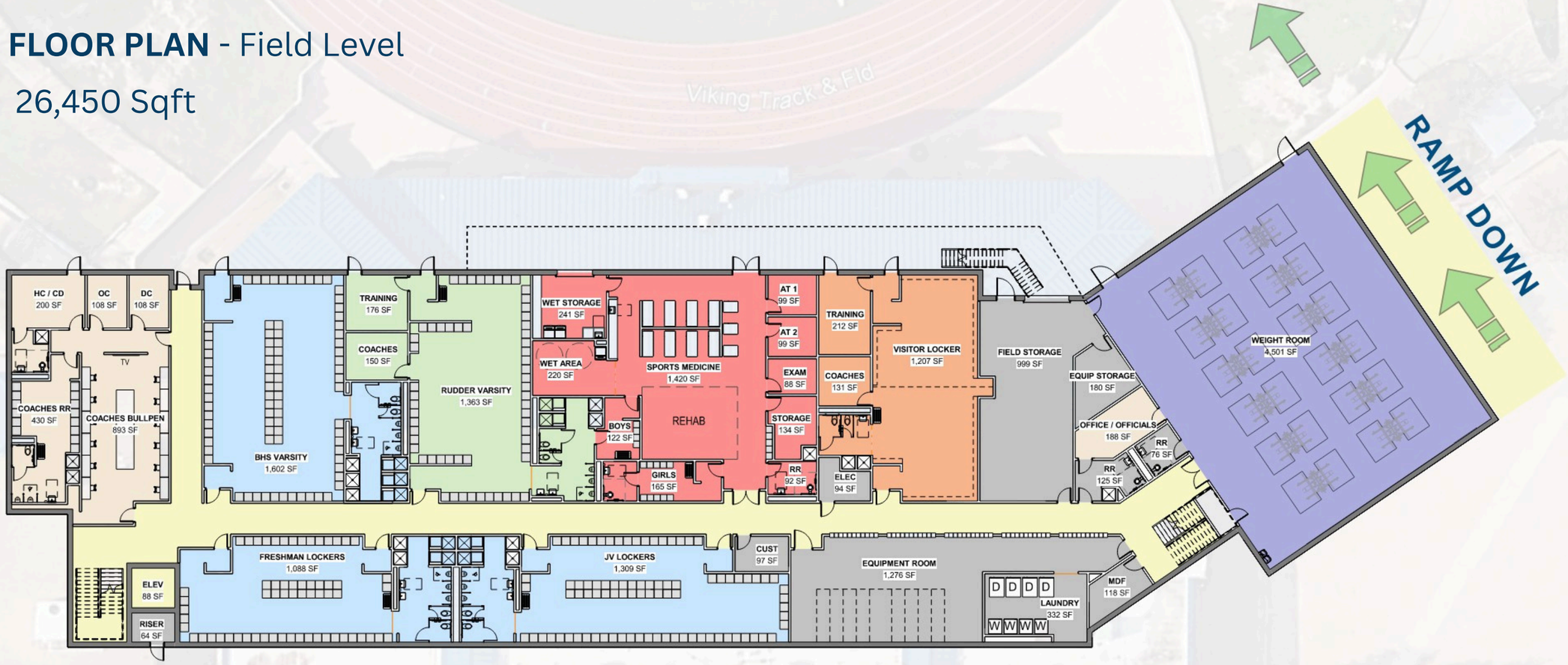
17,500 Sqft



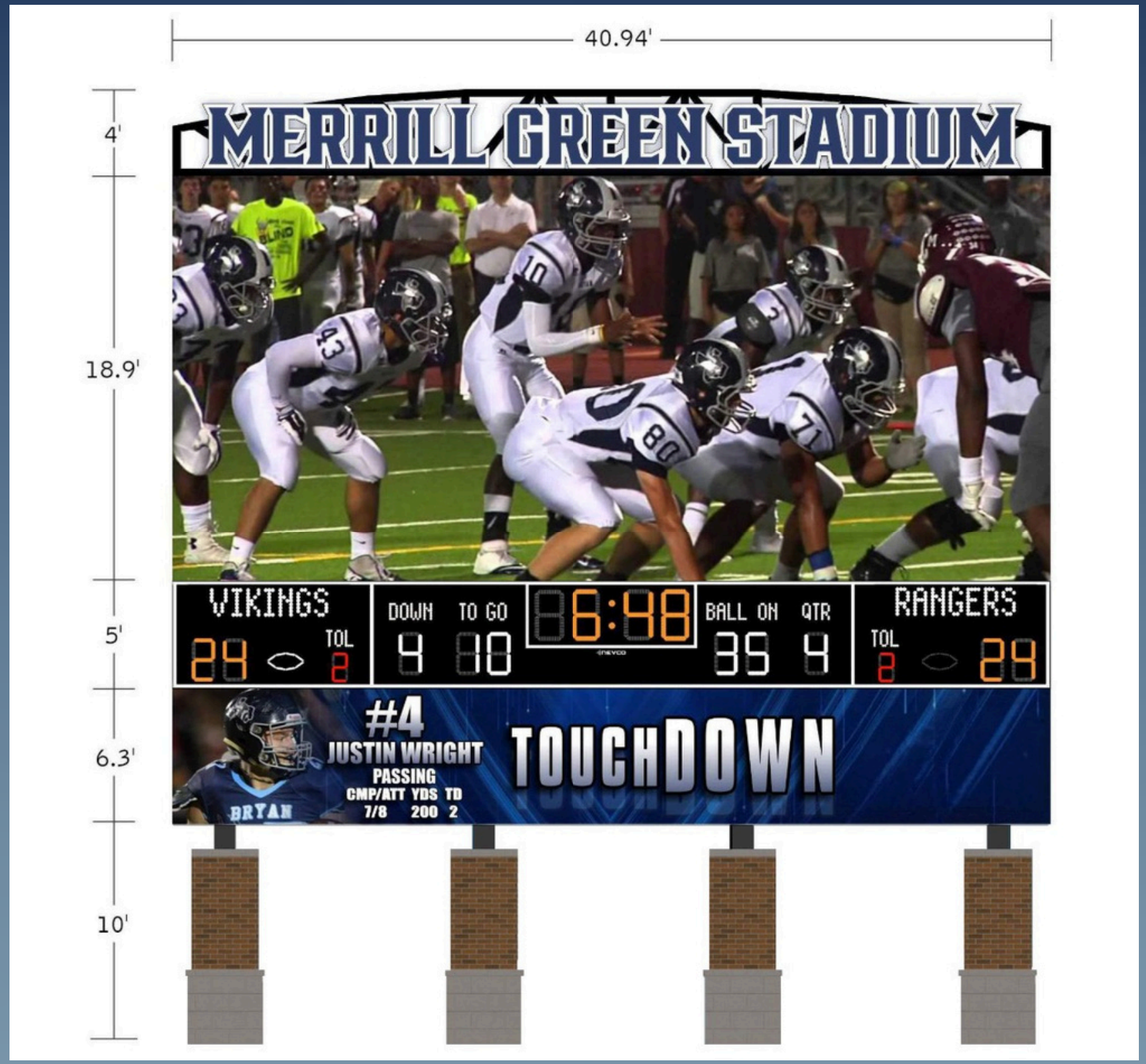
PBK Sports

FLOOR PLAN - Field Level

26,450 Sqft



PBK Sports

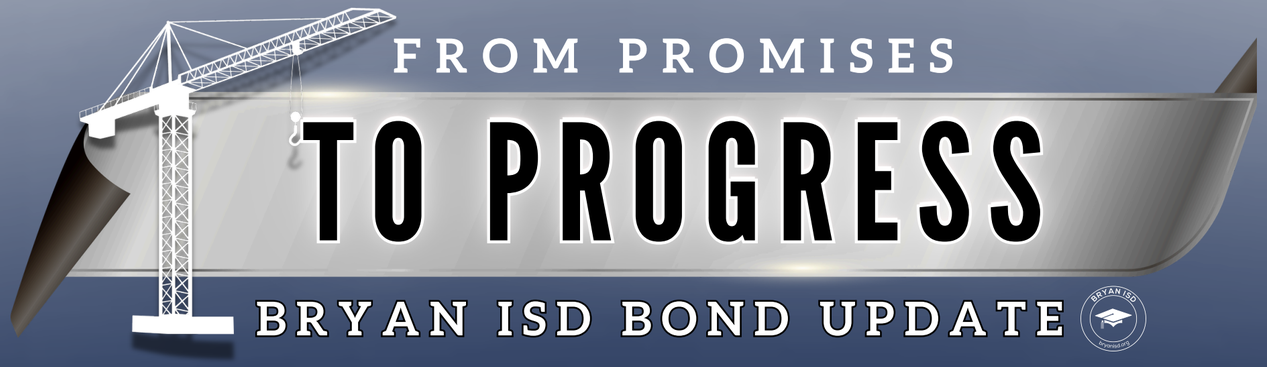

40.94'
4'
18.9'
5'
6.3'
10'
MERRILL GREEN STADIUM
VIKINGS
TOL
RANGERS
TOL
DOWN
TO GO
BALL ON
QTR
#4
JUSTIN WRIGHT
PASSING
CMP/ATT YDS TD
7/8 200 2
TOUCHDOWN

PBK Sports



PBK Sports


BRIARCREST STREET VIEW
SPONSOR
LOGO
HERE
PENDING APPROVAL



Modular Remote Fieldhouses

Kaizen Mate/GroundForce

EXTERIOR OPTION

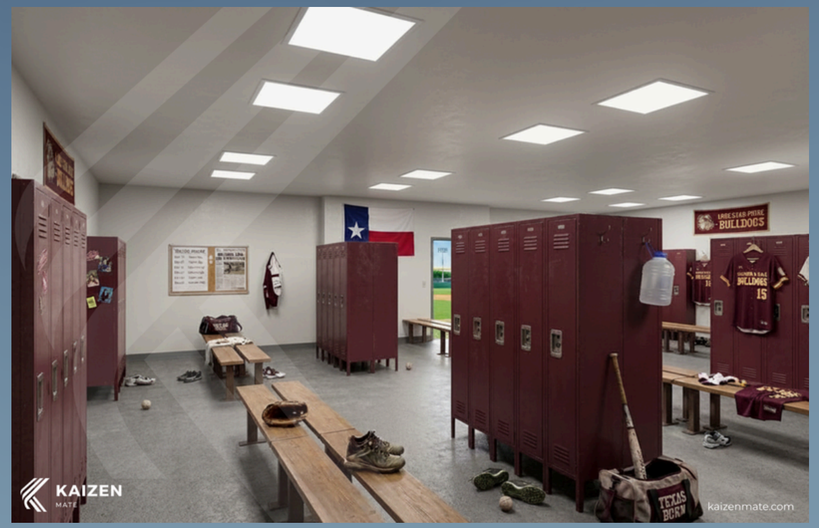




EXTERIOR OPTION

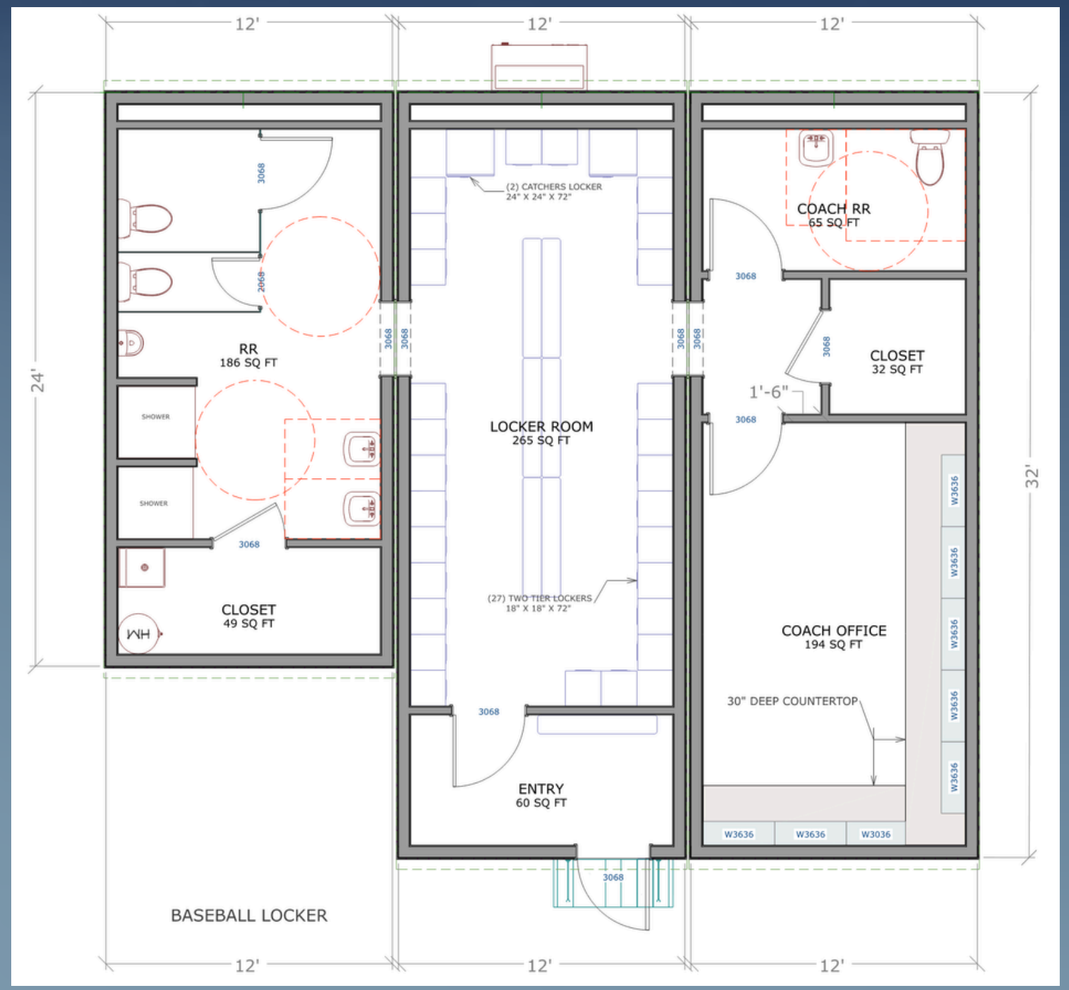
EXTERIOR OPTION



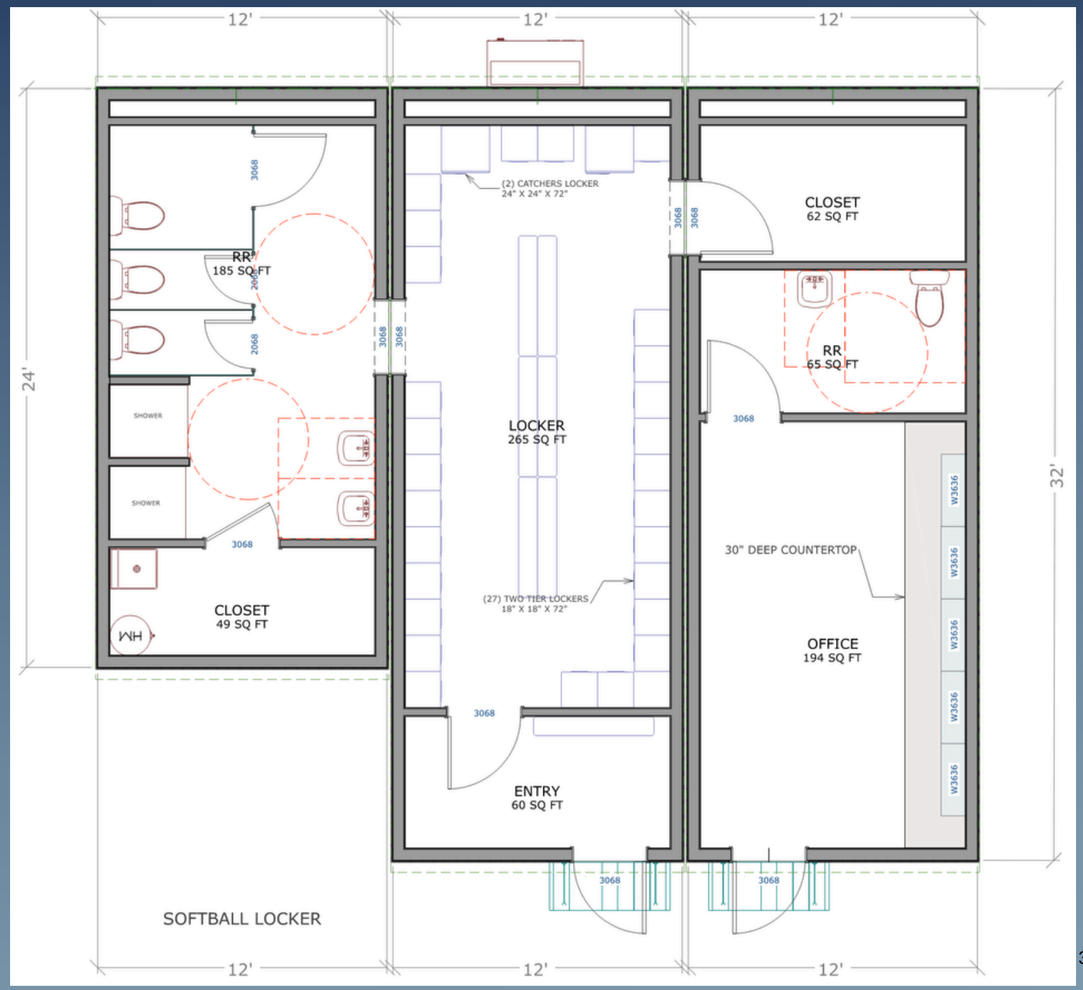


INTERIOR VIEW

Kaizen Mate/GroundForce

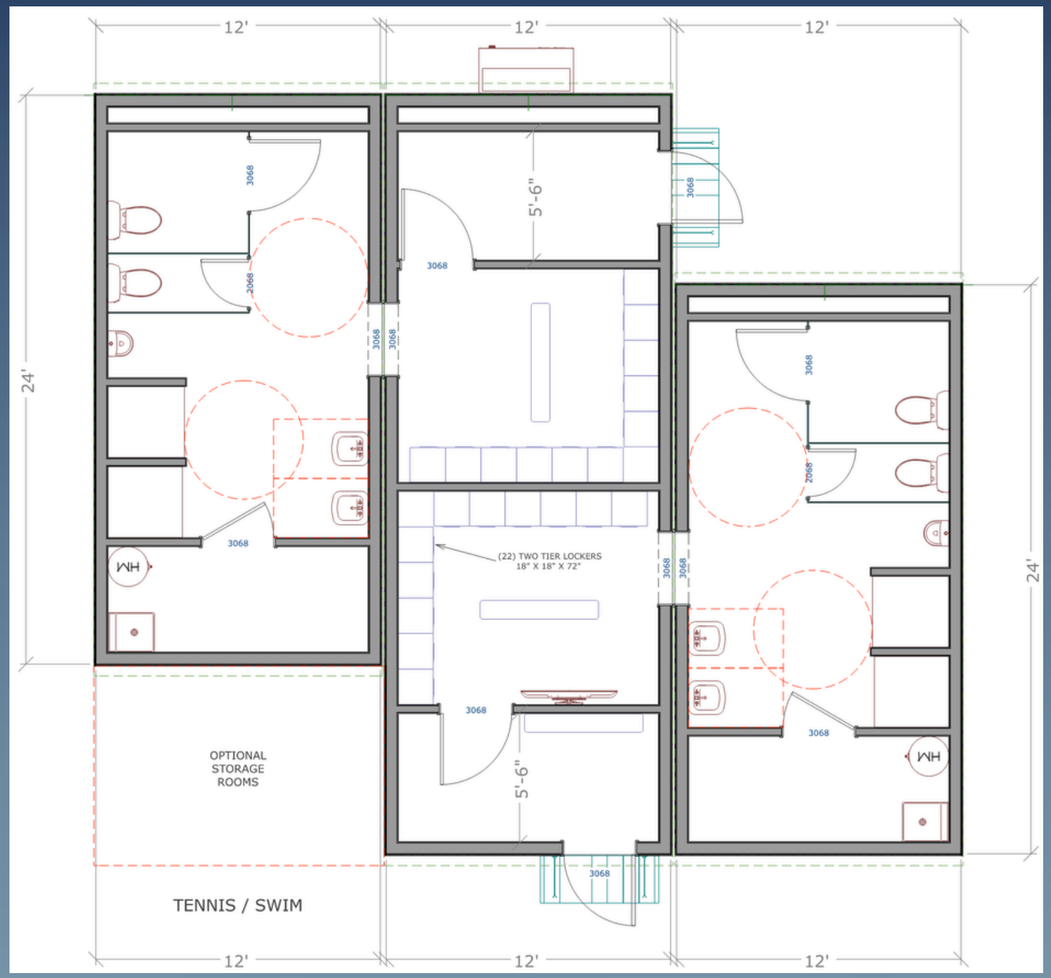


BASEBALL FIELD HOUSE

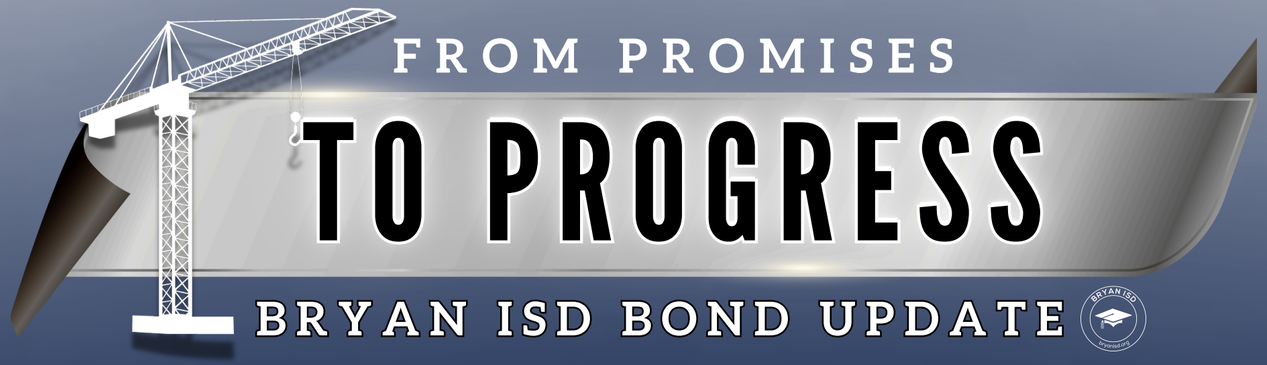


SOFTBALL FIELD HOUSE

Kaizen Mate/GroundForce



TENNIS/SWIMMING FIELD HOUSE



Thank You

9.C. Strategic planning update, including feedback from committee members



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2026 STRATEGIC PLANNING UPDATE

BUILDING THE FUTURE.



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March - May 2026

Full Strategic Planning Committee

- **Finance**
- **Academics**
- **Operations**

Exploration of ideas and topics for further investigation under Finance, Academics, and Operations

May-July 2026

Full Strategic Planning Committee

Finalizing the topics and information needed for further discussion and investigation for Fall 2026

Fall 2026

Full Strategic Planning Committee

Discussion of topics using the data and information gathered to inform recommendations



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2026 STRATEGIC PLANNING FEEDBACK RECAP

Strategic Planning Committee

March 3
March 17
April 1
April 9
April 15
April 21
April 28
May 7
May 14

Community Focus Groups

April 14
April 15

Student Focus Groups

April 24
April 28
April 29

Annual Campus & Department Financial Review



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2026 STRATEGIC PLANNING FEEDBACK RECAP

Parent Leadership
April 16

Faith-Based Partners
April 24

District Leadership Team
April 30

Teacher Advisory
May 6

BISD Board Meeting: Budget Development Series and Update
December 1- June 1
(11 total meetings)

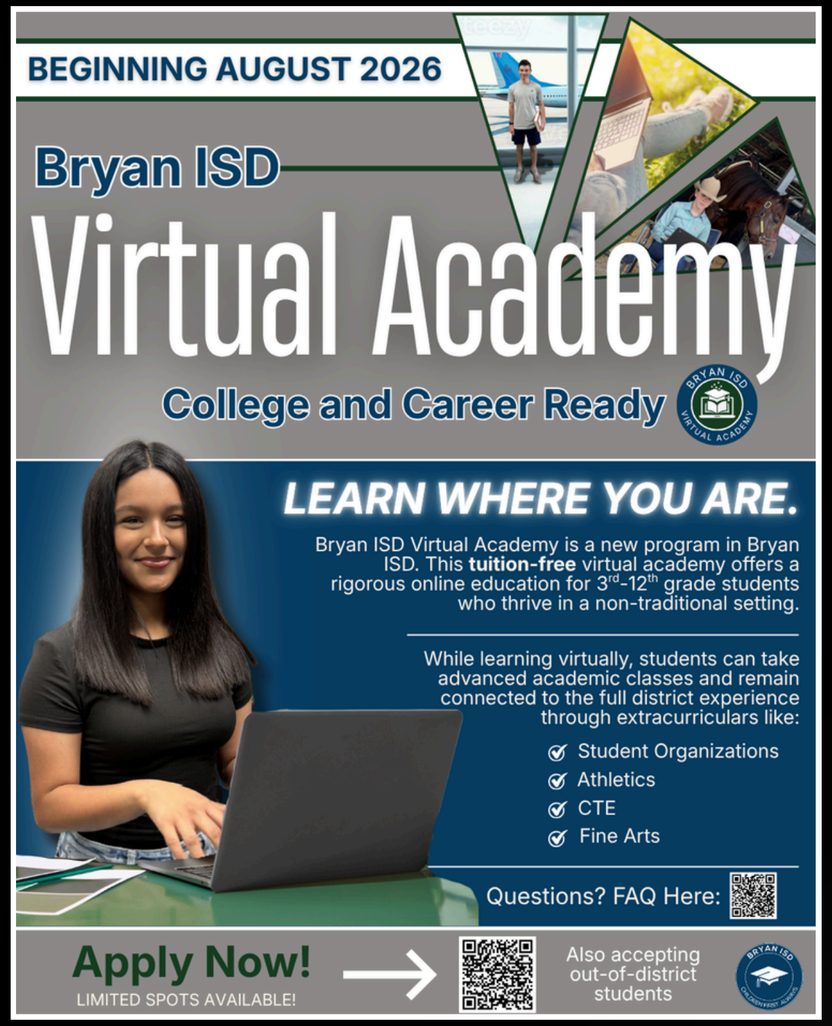
Texas School Finance: Key Concepts and Landscape
May 4



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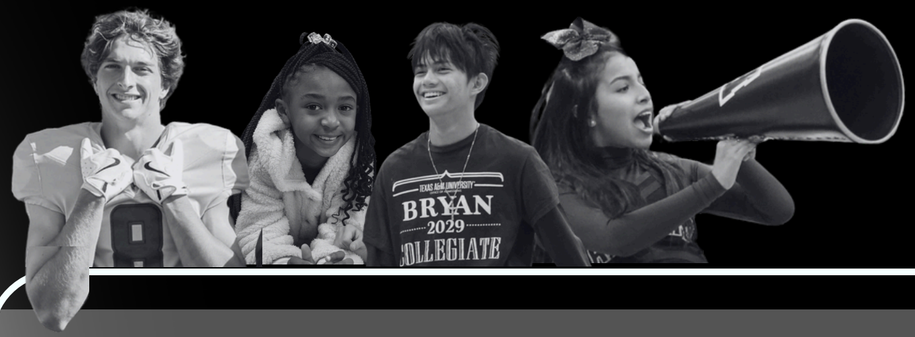
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FINANCE SUB-GROUP

- How are Public Schools Funded?
  - Local, State, Federal Revenue
- State of Texas Public Schools
- Key Concepts
  - Basic Allotment
  - Average Daily Attendance
  - Weighted Funding
- Understanding our tax rate
- Financial State Of The District
- HB2 Discussion
- Tax Rate Comparisons
- Salary Comparisons





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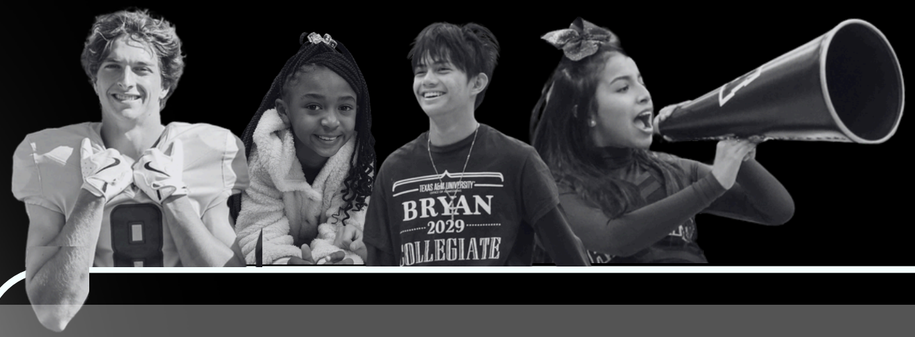
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FINANCE SUB-GROUP

- Expenditures-vs-Revenue
- Ways to increase funding
- Instructional Programs that distinguish BISD
- What is Fund Balance?
- What is a VATRE?
- VATRE Timeline
- Tax Rate
  - Tier 1/ Tier 2
- Tax Rate Examples
- What are enrichment pennies, and how could they be used?





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TAX RATE



Golden Pennies





$5.5 million (recurring yearly) for both pennies



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TAX RATE



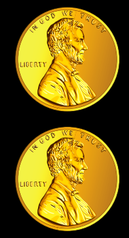
$350,000 County Appraisal Value
-$140,000 Homestead Exemption
$210,000 Taxable Value

Taxes due on current tax rate of
$0.9469

$1,988.49

Taxes due with $0.02 increase
$0.9669

$2,030.49



Annual increase = $42.00
Monthly increase = $3.50

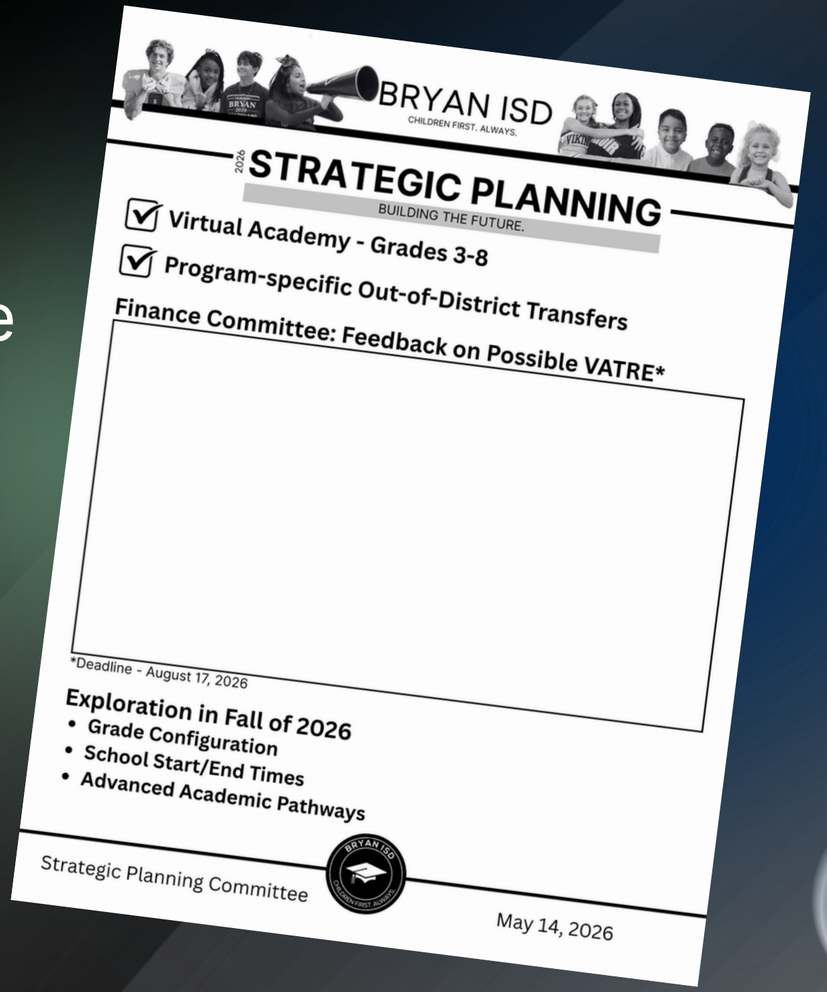


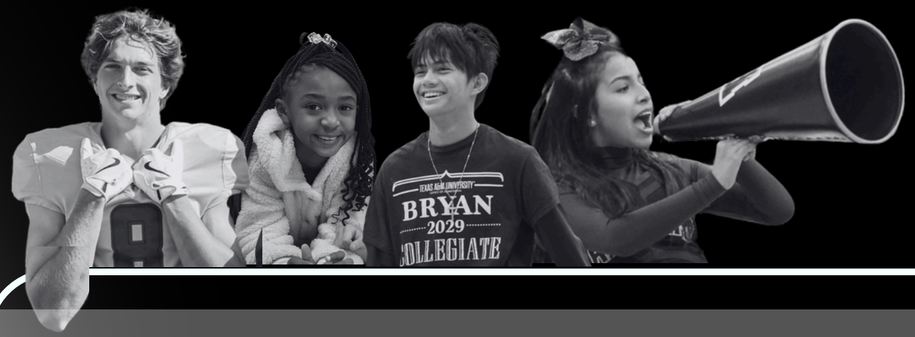
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- Table discussion on Finance Committee Update and Possible VATRE
- Whole Group Discussion
- Looking ahead to 2026-2027





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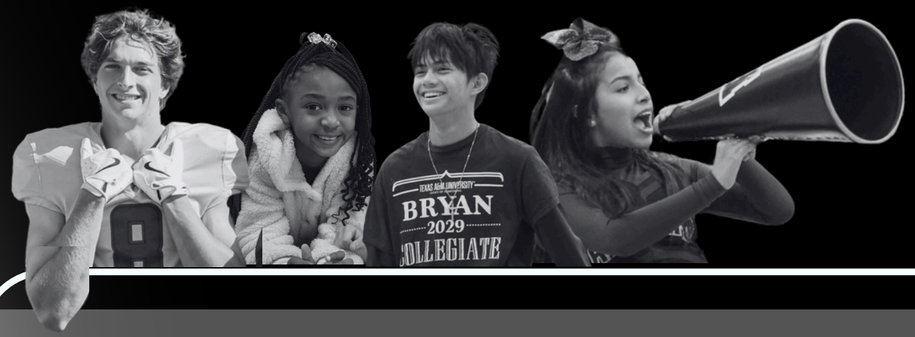


WHAT WE HEARD FROM STAKEHOLDERS...

#1 Staff Pay

#2 Student Programs

#3 Safety & Security



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INSTRUCTIONAL & EXTRACURRICULAR PROGRAMS THAT DISTINGUISH BRYAN ISD

- International Baccalaureate
- College Board AP Capstone
- Aspire
- Explore
- Dual Language
- Bryan Collegiate HS
- Career & Technical Education Center
- Kickstart

- Robotics in all schools
- Ambassadors
- Non-UIL-sanctioned sports
  - Powerlifting
  - Gymnastics
- AVID
- Mariachi and Orchestra
- Clubs, etc.



Note: This is not an exhaustive list of programs.



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COMMUNITY VOICES: STRATEGIC PLANNING INSIGHTS

- Perspectives from parents/ community partners
  - Feedback
  - VATRE
  - Next steps
  - Etc…





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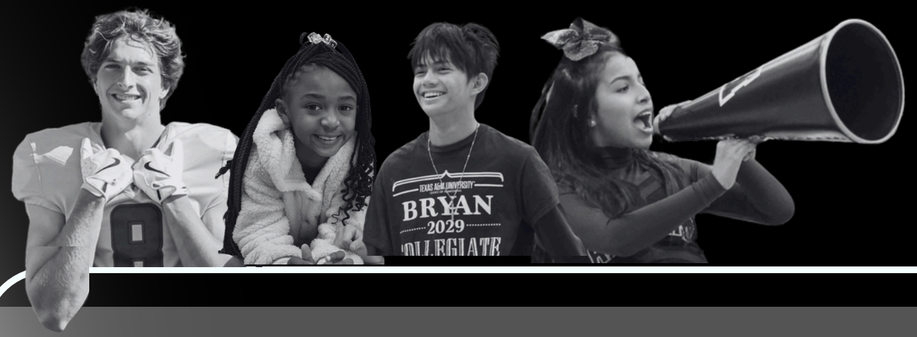
CHILDREN FIRST. ALWAYS.



VATRE TIMELINE

June 30	July 25	Aug 5	Aug 10	Aug 17	Nov 3
Adopt Proposed Budget	Certified Values Received from CAD	TEA releases Maximum Compressed Rate (MCR) M&O: Tier I	Publish TNT notices, hold public hearing to adopt the tax rate	Call the VATRE Election	**ELECTION DAY**

Efficiency Audit

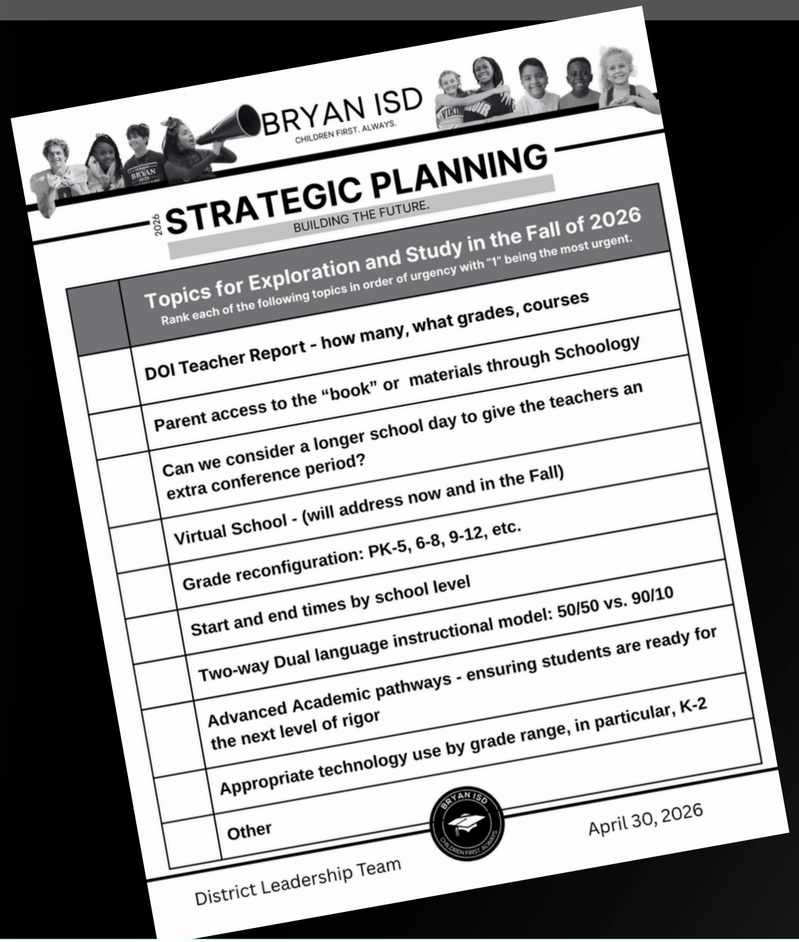


BRYAN ISD

CHILDREN FIRST. ALWAYS.



PRIORITIZING THE WORK: FALL OF 2026



BRYAN ISD
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2026 STRATEGIC PLANNING
BUILDING THE FUTURE.

	Topics for Exploration and Study in the Fall of 2026 Rank each of the following topics in order of urgency with "1" being the most urgent.
	DOI Teacher Report - how many, what grades, courses
	Parent access to the "book" or materials through Schoology
	Can we consider a longer school day to give the teachers an extra conference period?
	Virtual School - (will address now and in the Fall)
	Grade reconfiguration: PK-5, 6-8, 9-12, etc.
	Start and end times by school level
	Two-way Dual language instructional model: 50/50 vs. 90/10
	Advanced Academic pathways - ensuring students are ready for the next level of rigor
	Appropriate technology use by grade range, in particular, K-2
	Other

District Leadership Team

April 30, 2026

#1 Grade Configuration

#2 Start and End Times



BRYAN ISD

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QUESTIONS, COMMENTS OR SUGGESTIONS

$6,215

$6,215

10. **Consent Agenda**
    10.A. Consider approval of the meeting minutes for June 15, 2026
    10.B. Consider Approval of Quarterly Donation Report

BRYAN INDEPENDENT SCHOOL DISTRICT
REPORT OF DONATIONS/GIFTS TO THE DISTRICT
QUARTERLY REPORT APRIL - JUNE 2026

BRYAN ISD
CHILDREN FIRST. ALWAYS.

Date	Campus	Donor	Value of Gift	Recipient	Intended Use	Product/Description
04/01/26	District	Laser Answering Service LLC	250.00	Retirees	Retirement Banquets	Monetary
04/01/26	Bryan ISD Community Affairs	Monograms & More	722.32	Retirees	Retirement Banquets	Monetary
04/07/26	District	Monograms & More	500.00	Retirees	Retirement Banquets	Monetary
04/08/26	District	Daniel Hernandez	10,021.04	Read by Third	Read by Third Program	Monetary
04/08/26	Transportation	Bryan ISD Education Foundation	300.00	Transportation	Bus Driver Appreciation	Monetary
04/15/26	Project Hope	City of Bryan	715.81	Project Hope	Family Supplies	Monetary
04/15/26	Project Hope	City of Bryan	2,070.00	Project Hope	Facility Rental	Monetary
04/15/26	RHS	George & Barbara Bush Foundation	1,000.00	Jenavi Brooks	Scholarship	Monetary
04/15/26	BCHS	George & Barbara Bush Foundation	1,000.00	Arlene Ocampo	Scholarship	Monetary
04/15/26	BHS	George & Barbara Bush Foundation	1,000.00	Ella Mitchell	Scholarship	Monetary
04/16/26	CTE	Gene Haas Foundation	20,000.00	Students	Scholarships	Monetary
04/16/26	Henderson	Henderson PTO	1,000.00	Students	Student Activities/Field Trips	Monetary
04/17/26	Bryan Collegiate HS	H&O Trucking BCS LLC	2,273.50	Students	College Color Shirts	Monetary
04/20/26	Jones	First Presbyterian Church of Bryan	500.00	Staff	Teacher appreciation	Monetary
04/21/26	Benefits	Bryan ISD Education Foundation	8,167.50	Risk Management	Nursing	Monetary
04/23/26	District	Siegert Radiator	563.00	District	Showcase Shirts	Monetary
04/23/26	Benefits	Bryan ISD Education Foundation	6,333.72	Risk Management	Spot Vital Sign 4400 Devices	Monetary
05/01/26	Superintendent's Office	H-E-B	2,000.00	Ginger Carrabine	Meeting Snacks/Food	Monetary
05/05/26	Jones	Bryan ISD Education Foundation	1,345.00	Campus	Art Supplies	Monetary
05/06/26	Navarro	Alexander United Methodist Church	90.00	Teachers	Teacher appreciation	Monetary
05/07/26	CTE	College Station ISD	75.00			Monetary
05/11/26	Bryan Collegiate HS	C & J Barbecue	100.00	NHS Club	Scholarship	Monetary
05/11/26	Branch	BCS Speed Zone Auto Sales	310.00	Students	Buses transportation for 4th grade May 18, 2026	Monetary
05/13/26	District	Bryan Rotary Club	9,930.00	Teachers	Mini Grants	Monetary
05/18/26	District	Bryan ISD Education Foundation	2,329.30	Latisha Moody	Professional development	Monetary
05/21/26	Teaching and Learning	Brazos Valley Schools Credit Union	350.00	Shannon McGehee	Administrators Institute	Monetary
05/26/26	BCHS	Texas State Historical Association	2,057.09	Zoe Mauricio (student)	Student Travel	Monetary
05/27/26	BCHS	Annette Kirk	2,000.00	Bryan Collegiate	Scholarships	Monetary
06/11/26	Bryan ISD Community Affairs	SZS Architecture	1,000.00	District	Convocation Shirts	Monetary
06/15/26	Bryan ISD Community Affairs	C&J Barbeque	250.00	District	Convocation Shirts	Monetary
06/18/26	Bryan ISD Community Affairs	JaCody Construction	1,000.00	District	Convocation Shirts	Monetary
06/18/26	Bryan ISD Community Affairs	H&O Trucking	3,000.00	District	Convocation Shirts	Monetary
06/22/26	Bryan ISD Community Affairs	Smith Dairy Queens	1,000.00	District	Convocation Shirts	Monetary
06/22/26	Bryan ISD Community Affairs	Lone-Star Roof Systems	1,000.00	District	Convocation Shirts	Monetary
06/22/26	Bryan ISD Community Affairs	Binford Insect Control	500.00	District	Convocation Shirts	Monetary
06/23/26	Bryan ISD Community Affairs	The Arkitex Studio	1,000.00	District	Convocation Shirts	Monetary
06/25/26	Bryan ISD Community Affairs	Aggieland Credit Union	4,000.00	District	Convocation Shirts	Monetary
06/25/26	Bryan ISD Community Affairs	Daniel Stark Injury Lawyers	1,000.00	District	Convocation Shirts	Monetary
06/25/26	Bryan ISD Community Affairs	Drew's Car Wash	1,000.00	District	Convocation Shirts	Monetary
06/29/26	Bryan ISD Community Affairs	Arcadis (Formerly Bay Architects)	1,000.00	District	Convocation Shirts	Monetary
06/30/26	Project Hope	Costco	1,000.00	Project Hope	Supplies	Monetary

10.C. Consider Approval of Purchase Request for Classlink Single-Sign-On Software Renewal

10.D. Consider Approval of the Pre-Kindergarten Partnership Pass-Through Waiver

BRYAN ISD
CHILDREN FIRST. ALWAYS.
Special Programs

801 S. Ennis Street
Bryan, TX 77803

Pre-Kindergarten Partnership Pass-Through Waiver

The Bryan Independent School District is poised to partner with Child Care Centers to dually enroll eligible Pre-Kindergarten students.

Texas Education Code (TEC), §29.153(i) HB 2 requires that a partnership between a school district or charter school and a private prekindergarten provider must provide that at least 85% of ADA funds are passed to the private prekindergarten provider. TEC, §29.153(i) was established in the 89th Legislative Session and is included here for reference: (i) A partnership entered into between a school district or open-enrollment charter school and a private provider for a prekindergarten class under this section must provide for the provider to receive funding for each district or school student enrolled in the class in an amount that is not less than 85 percent of the amount of funding that the district or school receives for the student.

Notwithstanding Section 7.056(e)(3)(I), the commissioner may waive the requirement under this subsection on request by a school district or open enrollment charter school in accordance with Section 7.056. This provision §29.153(i), as enacted by HB 2, began to apply to school districts with the 2025-26 school year.

The Bryan Independent School district requests to board's approval to apply for a waiver, and request that 70% of the Tier One ADA funding pass through to the partnering child care provider.

This waiver request is for the 2025-2026 school year, and the 2026-2027 school year.

10.E. Consider the Student Code of Conduct for 2026-2027

BRYAN ISD

2026-2027

STUDENT CODE OF CONDUCT

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 2026–2027 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. To review the Student Code of Conduct please visit the district's website at https://www.bryanisd. A hardcopy of the Student Handbook can be requested at your student's campus. 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

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 37of the Education Code.

Not later than the first day of the 2026-2027 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

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.

<u>District Security Officers Roles and Responsibilities:</u>

- 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).

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 personnel 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.
- Bring appropriate materials and assignments to class.
- Meet district standards of academic integrity including honesty, trust, fairness, and responsibility, in all academic work.
- 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.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline 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]
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.

- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]

- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

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

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

Possession of Personal Communication Devices

Students shall not:

- 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 confiscation of the device and 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 to the body or mind. [See Glossary for "under the influence."]
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

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

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.
- The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

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

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

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

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

Students with Disabilities

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

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

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

Techniques

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

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

- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as 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.
- 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.
- 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 period 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***

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.

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

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

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

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

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

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

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

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.

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

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; or

- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

Process

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

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

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

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

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
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 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 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.
- Engages in conduct that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.

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

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

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

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

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

Process

Removals to a DAEP shall be made by the CBC.

Conference

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

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

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

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

Consideration of Mitigating Factors

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

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

Placement Order

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

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

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

DAEP at Capacity

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

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

Coursework Notice

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

Length of Placement

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

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.

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

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

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

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication [see Glossary], or deferred prosecution will be initiated; or

2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or 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 die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. [see Glossary]
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

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

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

Within 300 Feet of School

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

Property of Another District

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

While in a DAEP

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

- 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 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.

Under Age 10

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

Virtual Expulsion Program

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

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

Consideration of Virtual Education as Alternative to Expulsion

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

Process

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

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

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

Hearing

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

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

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

The board of trustees delegates to the ***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(LEGAL) and FODA(LEGAL) for more information.

Certain Felonies

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

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

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

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

Hearing and Required Findings

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

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or

3. Is not in the best interest of the district's students.

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

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school;
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. Personal communication devices or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

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

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

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

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

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

Serious misbehavior means:

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

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

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

- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

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

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

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or 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.

Appendix A - Overview of School Discipline in Texas

Overview of School Discipline in Texas

For Parents

Texas Education Agency

August 2025

Your school district has a Student Code of Conduct (SCOC) that sets the rules for student behavior and explains what happens when those rules are broken. State law also sets discipline rules.

How Students are Expected to Behave

Students need to arrive at school and at each class on time, ready to learn. To learn actively, students must participate and follow their teacher's instructions.

Teachers use different strategies to manage behavior and give consequences if students misbehave.

Strategies to manage behavior could include:

- Praising good behavior
- Using assigned seating
- Using visual or nonverbal cues to redirect
- Communicating behavior expectations and consequences at the beginning of school year and as needed

For minor misconduct, consequences might include:

- Private talk or warning
- Contacting student's parent
- Meeting with the parent
- Assigning detention

For more serious misbehavior, the student could be removed from the classroom, the school, or even the district, temporarily or permanently.

Removals from Class by the Teacher

Under Texas law, a teacher has broad authority to remove a student from their classroom, which can carry significant consequences to a student. A teacher can remove a student from class who:

- Repeatedly disrupts teaching and learning;
- Acts in a way that is unruly, disruptive, or abusive to others; or
- Engages in bullying behavior.



Teachers have the legal authority to remove a student from class if a student does any of the above even if it only occurs once.* You will be notified if a teacher removes your child from class for one of these reasons.

Campus Behavior Coordinator and Managing Discipline

Each school must designate an administrator* to help manage student misconduct as the campus behavior coordinator (CBC). CBCs attempt many different strategies to help improve the behavior of students who have misbehaved.

Management strategies might look like:

- A behavior contract
- Regular check-ins between the CBC and student
- Setting up a peer or mentor support system
- Explicitly teaching how to appropriately handle disagreements with peers

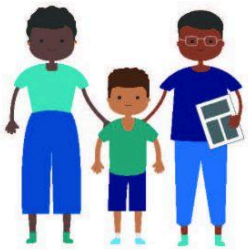
More serious consequences could include:

- In-school suspension (ISS)
- Out-of-school suspension (OSS)
- Transfer to Disciplinary Alternative Education Program (DAEP) – sometimes referred to as "alternative school" or "alternative campus"
- Expulsion

Overview of School Discipline in Texas

TEA Texas Education Agency

Discipline Conferences, Appeals, and Parent Rights



When a student is removed from the classroom for disciplinary reasons, not later than the third class day after the student was removed, a conference must be held. At the conference, you will

- Learn more about why your child was removed;
- Learn of your right to appeal your child's removal*;
- Discuss a return-to-class plan with the CBC if the reason for the removal was for one of the reasons described above at Removals from Class by the Teacher.*

After the conference, the CBC will give a consequence and will note if the consequence is inconsistent with the SCOC. With an expulsion, a student will always be provided a hearing to which you and your child will be invited.

To return to the classroom after a removal, the teacher must give written consent. The teacher can be overruled by a campus placement review committee, except in cases of an assault against the teacher.

If your school board has a policy for behavioral agreements, you can request one when your child is placed in a DAEP or is expelled. If followed by you and your child, an administrator may shorten the length of the disciplinary placement.*

Discipline and Students with Disabilities

Students with disabilities can typically be removed from class if they misbehave under the same rules as students without disabilities. However, when a student is removed from their typical classroom and doesn't receive their required services for a certain number of days, the student's Section 504 committee or admission, review, and dismissal (ARD) committee must review whether the misconduct was caused by the student's disability or the school's failure to follow the student's plan or program.

Types of Disciplinary Removals

	ISS	OSS	DAEP	Expulsion
What is it?	Removal from regular classroom but stays at school under the supervision of school staff	Removal from campus and cannot come back to campus until after suspension period	Removal from regular classroom; can be on or off campus. Some DAEP removals are required by law (mandatory).	Removal from campus (and sometimes the district). Sometimes expulsion is required by law (mandatory). Expulsion can be at a juvenile justice program or can be a virtual expulsion program* in some cases.
How long is the removal?	Not limited but CBC must review at least every 10 school days*	3 school days per incident	Set by the SCOC (with limited exception)	Set by the SCOC (with limited exception)
Are there age or grade level limits?	No	Student below grade 3 or who is experiencing homelessness cannot be assigned OSS except for very limited offenses	Students younger than 6 years of age cannot be placed in DAEP	Students younger than 10 years of age cannot be expelled (with limited exception)

*This symbol means that this is a change in law related to discipline in public schools made by the Texas Legislature in the 89th (2025) Regular Session.

11. **Action Items**

11.A. Consider Approval of the Head Start Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into the 1st day of August, 2026 (the "Effective Date") by and between the **BRYAN INDEPENDENT SCHOOL DISTRICT** ("District", "Bryan ISD", a political subdivision and independent school district of the State of Texas, and the **BRAZOS VALLEY COMMUNITY ACTION PROGRAM**, operating in the State of Texas ("Head Start Program" or "BVCAP"). Bryan ISD and BVCAP are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

STATEMENT OF PURPOSE

WHEREAS, Brazos Valley Community Action Program operates a Head Start Program in Bryan, Texas;

WHEREAS, the Bryan ISD school community benefits from access to a Head Start Program for students of the District;

WHEREAS, the educational philosophy of Bryan ISD, as set out in Board Policy AE (LOCAL), is that "Bryan ISD, through innovation and choice in educational offerings, will provide positive experiences that ensure high school graduation and post-secondary success."

WHEREAS, the Bryan ISD has determined that this Agreement will promote and maintain the District's public purpose as set out in its educational philosophy.

WHEREAS, Texas Education Code §29.1533 allows Bryan ISD to consider the possibility of sharing use of an existing Head Start or other child-care program site as a prekindergarten site;

WHEREAS, this Head Start Program promotes school readiness for children from birth to age five from low-income families by enhancing their cognitive, social, and emotional development and provides effective and high quality Head Start services for children (3-4 years old) and their families who live within the Bryan ISD Head Start service area.

WHEREAS, the goals and purpose of the Head Start Program align with and support the District's educational philosophy and mission;

WHEREAS, the District and BVCAP wish to promote collaboration through the shared use of facilities and other resources, as appropriate;

WHEREAS, the District and BVCAP wish to coordinate a comprehensive system of activities, policies, and procedures which guide and support the delivery of Head Start services to children and their families, and provides an additional resource to Bryan ISD families and students;

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, and conditions set forth herein, and the mutual benefits to each Party, the receipt and sufficiency of which are hereby acknowledged, the District and BVCAP hereby agree as follows:

ARTICLE 1
PURPOSE OF AGREEMENT

1.1 BVCAP and the District have each found that this Agreement will provide for the educational needs of the school, the students, and the community. BVCAP and Bryan ISD have considered and authorized the execution of this Agreement by their designated representatives.

1.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue for all purposes incidental to this Agreement shall be in Brazos County, Texas.

1.3 BVCAP and Bryan ISD jointly acknowledge respective legal obligations to comply with all applicable state and federal regulations relating to the education of students in Texas and acknowledge that future legislation and Attorney General Opinions may be inconsistent with the terms of this Agreement. In such an event, either party may request a modification to this Agreement to reflect the new legislation or opinion. If the other party is unwilling to amend this Agreement to reflect the new legislation or opinion, then the requesting party may, upon giving 90 (ninety) days written notice to the other party, terminate this Agreement.

ARTICLE 2
TERMS OF AGREEMENT

2.1 **PREMISES**: The District and BVCAP hereby agree that, on the terms and conditions set forth herein, the District shall allow BVCAP to use three (3) classrooms and two (2) offices within a District facility at the following elementary school campus: Neal Elementary School, and located at the following address: 801 W Martin Luther King Jr. Dr., Bryan, Texas 77803. The facilities shall specifically include the attached property description as indicated in **Exhibit "A",** which is incorporated herein, **and the three classrooms and 2 offices as Premises**, by reference for all purposes ("Premises").

2.2 **DISTRICT PROPERTY**: In addition to use of the Premises, personal property of the District that is already located in the facility may be used by (including classroom and office furniture or whiteboards etc.); parking facilities by BVCAP employees and student participants of the BVCAP Head Start Program, and outdoor space of a size and allocation on the property for its Head Start Program and approved by the District ("Other Facilities"). The Other Facilities do not include classroom materials, books, notepads, pencils, etc. or any other resources needed for BVCAP academic curriculum. The Parties may expand or reduce the amount of the space allotted to use by BVCAP during the term of this Agreement as mutually determined and agreed upon in writing.

2.3 **DISTRICT PROPERTY ACCESS**: Access to the District's other facilities will not be provided to BVCAP; however, access to these areas may be granted by the District on a case-by-case basis, with a prior written agreement executed between the Parties. Unless designated as "Premises" or as "Other Facilities" in Section 2.1 above or as otherwise agreed in writing by the Parties, BVCAP shall not have the right to use or enjoy such property of Bryan ISD.

2.4 **TERM:** The term of this Agreement shall be for one academic school year, running from ***August 1, 2026 to May 31, 2027*** of the following year (the "Term"). The Agreement may be reviewed annually prior to renewal if approved by the District's Board of Trustees.

2.5 **TERMINATION:** Either party may terminate this Agreement at any time, with or without cause, by providing at least **90 days** written notice to the other party in the manner specified within this Agreement.

2.6 **INSPECTION PERIOD**: Beginning on the Effective Date and ending at 11:59 p.m. CST on the day that is **thirty (30) days** after the Effective Date (the "Inspection Period"), BVCAP's engineers, architects, employees, agents, contractors, subcontractors and representatives may conduct such investigations, tests and studies of any and all aspects of the Premises, including, physical inspections, engineering and economic feasibility studies, soil tests, structural tests, topographical surveys and environmental assessments as BVCAP may require at BVCAP's sole expense. BVCAP affirms such tests will not cause damage which would require subsequent repair after testing. District agrees not to interfere with BVCAP's. BVCAP further agrees to provide District with copies of any inspection or test report received by BVCAP.

2.6.1 **Child Care Licensing and Head Start Requirements Inspection Period.** Notwithstanding any other provision of this Agreement, the Parties acknowledge that classrooms and facilities intended for use under this MOU may require inspection and approval by the applicable Child Care Licensing authority and additional Head Start Requirements. An extended inspection period shall be permitted for the completion of the required licensing inspection and receipt of any necessary approvals. During this inspection period, the Parties will work collaboratively to provide access to facilities, documentation, and any other information reasonably necessary to facilitate timely review and approval by Child Care Licensing and Head Start authority.

2.7 **APPROVALS:** During the Inspection Period, BVCAP shall be entitled to file applications with the City of Bryan, Brazos County and/or any other applicable administrative or governmental authorities in order for BVCAP to seek the approvals, permits, zoning, and consents from applicable governmental and administrative agencies necessary for the Permitted Use (as defined below) (collectively, the "Approvals). District agrees to cooperate reasonably with BVCAP, at no expense to District, to obtain the Approvals by executing promptly (i.e. within three (3) business days after written request of same from BVCAP) any documents that actually require execution by District in connection with the Approvals sought by BVCAP. If District fails to timely execute and deliver any of the foregoing applications required to be executed by District within three (3) business days of the written request from BVCAP, then the Inspection Period will automatically be extended on a day-to-day basis for each day after the three (3) business day period until District provides such execution of a required application to BVCAP. BVCAP shall be responsible for all costs and expenses related to obtaining the Approvals.

2.8 If BVCAP determines for any reason or for no reason that the Premises is unacceptable to BVCAP in any respect, in BVCAP's sole and absolute discretion, then BVCAP may elect to terminate this Agreement by sending District notice thereof (the "Inspection Period Termination Notice") prior to 11:59 p.m. CST on the last day of the Inspection Period and the parties shall have no further rights or obligations hereunder.

2.9 At the expiration of the Inspection Period, BVCAP acknowledges that it accepts the premises in its present ("as-is") condition. District will also conduct a standard building inspection of the property and shall be allowed reasonable access to the Premises and appropriate records of BVCAP for this purpose.

2.10 **MANDATORY CONDITION FOR USE OF PREMISES**:

BVCAP's use of the Premises is specifically conditioned upon the enrollment of its students at designated locations within Bryan ISD for the entire term of this agreement**.** In accordance with Texas Education Code §29.171, BVACP expressly agrees to maintain its licensure and remain in good standing with the Department of Family and Protective Services.

BVCAP will be required to verify the following regarding its Head Start Program to ensure that it meets or exceeds the threshold requirement under Texas Education Code Section 29.171 as an eligible private provider:

1. It is licensed by and in good standing with the Department of Family and Protective Services;
2. It is accredited by a research-based, nationally recognized, and universally accessible accreditation system approved by the commissioner;
3. Verification that its prekindergarten program class size requirements are aligned with state law. (*See* Texas Education Code 25.112.)

2.11 CERTIFICATE OF OCCUPANCY: Unless the Parties agree otherwise, BVCAP is responsible for obtaining a certificate of occupancy for the Premises if required by a governmental body.

2.12 PERMITTED USE:

1. BVCAP may occupy and use the Premises solely for the operation of a licensed and sanctioned Head Start Program serving children from birth to age five, as permitted by the Head Start Program standards and requirements and applicable law and activities directly ancillary to running the Head Start Program. To the extent BVCAP wishes to use the Premises for other educational activities separate from the Head Start Program, but associated with its educational purposes and mission, BVCAP must seek approval from the District in advance of such use. Permission for such use shall not be unreasonably withheld, conditioned or delayed. Any direct additional costs incurred by the District as a result of the permitted use by BVCAP will be reimbursed to the District by BVCAP.

2. BVCAP shall use and occupy the Premises in compliance with all applicable laws only for the purpose of providing Head Start Program services, and directly related activities, and for no other purpose. BVCAP acknowledges that it is an experienced provider of Head Start Program services. It will be BVCAP's responsibility to ensure that the Premises comply with all federal, state, and local standards and insurance requirements applicable to the Head Start Program activities taking place in or on the Premises.

3. Unless otherwise specified in this Agreement or otherwise agreed to in writing by the Parties, BVCAP will operate and conduct its business in the Premises during business hours that are typical of the industry in which BVCAP represents it operates. Those hours are Monday through Friday, 6:00 a.m. to 6:00 p.m.

4. BVCAP may not use or permit any part of the Premises to be used for:

(1) any activity which is a public nuisance or is offensive, noisy, or dangerous;
(2) any activity that materially and adversely interferes with any other BVCAP's normal business operations;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, or this Agreement;
(4) any hazardous activity that would require any insurance premium on the Premises to increase void any such insurance;
(5) the permanent or temporary storage of any hazardous material in violation of applicable law; ("Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this MOU or later enacted.)

5. The District does not represent or warrant that the Premises conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground

cover ratio requirements, and other matters that may relate to BVCAP's intended use. BVCAP must satisfy itself that the Premises may be used as BVCAP intends by independently investigating all matters related to the use of the Premises in accordance with Section 2 above. BVCAP agrees that it is not relying on any warranty or representation made by the District concerning the use of the Premises except as otherwise provided in this Agreement.

2.13 **SHARED USE:** BVCAP understands that disputes regarding use of any shared spaces may arise during the term of this MOU and agrees to work in good faith to resolve disputes in an equitable manner.

ARTICLE 3
DUTIES OF BVCAP

DUTIES OF BVCAP

3.1 BVCAP Bryan Head Start and Bryan ISD will provide Head Start services for up to 45 children who are 3-4 years old. The 45 children will be dually enrolled in both BVCAP Bryan Head Start and Bryan ISD. The children will attend full-day classes and will follow the Bryan ISD school calendar with a few exceptions that will be provided to Bryan ISD. The days and hours of operation for the children attending BVCAP Head Start are Monday-Friday from 8:00 am to 2:30 pm. Each classroom will serve 15 children for a total of 45 children.

3.2 Head Start is responsible for the coordination and collaboration with the appropriate local entity for managing "high-quality early learning opportunities for children ages 3-4 years so that more Head Start eligible children can develop and learn from an early age, through Head Start" as per Head Start Act: Public Law 110-134: "Improving Head Start for School Readiness Act of 2007."

3.3 BVCAP must follow the Texas Department of Family and Protective Services, Child Care Licensing Minimum Standards, BVCAP Board of Directors, Policy Council, BVCAP's policies and procedures, and Head Start Program Performance Standards.

3.4 BVCAP will staff three classrooms with six teaching staff – 1 lead teacher and 1 assistant teacher in each classroom. All staff will meet the standards for teaching staff set in the Head Start Standards for educational requirements and ratios.

3.5 BVCAP staff will provide daily attendance (via parent sign in sheets) to the Bryan ISD prior to 9:30 a.m. to ensure that all children present are accounted for on the Bryan ISD's state attendance logs.

3.6 BVCAP will provide a full-time center director, as required by the Texas State Department of Family and Protective Services and provide a full-time Family Advocate along with other support staff as needed to comply with the Head Start Performance Standards.

3.7 BVCAP must ensure that its staff follows all state and federal laws, rules and guidelines as Bryan ISD will not supervise staff.

3.8 BVCAP will provide program management and a system to improve the quality of the achieving program goals that ensure child safety and the delivery of effective, high-quality Head Start services.

3.9 BVCAP will provide a Head Start-approved curriculum for children ages 3-4 years, which is research-based and culturally relevant (dual language) to support developmental progressions and child outcomes.

3.10 BVCAP will implement Practice-Based Coaching, a research-based approach to professional development and training. BVCAP will assess its education staff to identify strengths, areas of needed support, and which staff would benefit most from intensive coaching, including opportunities to be coached and receive feedback and modeling of effective teacher practices directly related to program performance goals. This coaching is designed as an approach for staff development and will not be used to determine punitive actions for staff without providing time and resources for staff to improve.

3.11 BVCAP will provide opportunities for education staff to receive research-based professional development training that is designed to assist staff in acquiring the knowledge and skills needed to provide high-quality, comprehensive Head Start services within their scope of job responsibilities.

3.12 BVCAP staff will work alongside Bryan ISD to support families during the enrollment process with Bryan ISD.

3.13 Bilingual materials will be available in the BVCAP center. Screenings and assessments are done in the child's primary language.

3.14 BVCAP will ensure that Head Start parents complete a Family Partnership Agreement at the beginning of the year, and Head Start staff work with each parent to help them achieve the goals and objectives of their plan. One of the basic referral items is the need for adult literacy/GED program participation

3.15 BVCAP will ensure that the Head Start program will provide mental health consultation services in accordance with Head Start Program Performance Standards.

3.16 BVCAP will ensure that Bryan Head Start staff members and volunteers working in the center comply with all applicable Bryan ISD Board Policies and supply necessary and reasonable equipment and materials related to complying with the Head Start Act and Head Start Program Performance Standards. The program will be responsible for age-appropriate educational toys, books, and materials for the Head Start classrooms and for providing daily afternoon snacks daily to all children enrolled in compliance with the Child and Adult Care Food Program reimbursement program.

3.17 BVCAP will provide Head Start comprehensive services to children who are co-enrolled in Bryan ISD for at least the required annual minutes of planned class operations over the course of at least 8 months. In order for children to be eligible for the partnership classrooms at the Neal Elementary School, the children must meet the eligibility requirements for both Head Start and Bryan ISD. The required annual operational minutes for full-day pre-k for eligible four year olds totals 75,600 minutes. The required annual operational minutes for half-day pre-k for eligible three year olds is 32,400 minutes. These minutes must be met unless a waiver is submitted and approved through Bryan ISD and the Texas Education Agency. Students who are dually enrolled in Head Start and Bryan ISD who live outside of the Neal Elementary attendance zone will be eligible for an in-district or out-of-district transfer to attend Neal Elementary.

3.18. BVCAP will provide its own teachers and teaching assistants at the Neal Elementary Campus that will meet or exceed the qualifications set forth by the Head Start Program. The classrooms will serve up to three-and-four-year-old students. These classrooms cannot exceed 20 four-year-olds per classroom or 17 three-year-olds per classroom. BVCAP will put forth a good faith effort to maintain the enrollment of 45 students throughout the school year. These teachers will provide comprehensive classroom instruction to children that are co-enrolled in Bryan ISD and Head Start that meets or exceeds standards and regulations set forth by the Head Start Program.

3.19. BVCAP will collaborate with Bryan ISD in implementing a curriculum that will meet or exceed Head Start Standards. This curriculum will include educational activities, objectives. and instruction that prepare Head Start children for transition into the Kindergarten program.

3.20. BVCAP will obtain written permission from parents for their children to be co-enrolled in Head Start and in Bryan ISD and work in partnership with Bryan ISD to enroll children in both programs. BVCAP will follow the Bryan ISD School Calendar and Bryan ISD board policies and procedures. BVCAP will take daily attendance of dually enrolled students and share that information with Bryan ISD on a daily basis. Any deviation from the Bryan ISD calendar will be communicated to Bryan ISD and should receive prior written approval before changes occur. Bryan ISD will provide breakfast and lunch to eligible dually enrolled students in accordance with applicable federal and state meal program requirements. Head Start will be responsible for providing all snacks required under Head Start Performance Standards and other applicable program regulations.

3.21. BVCAP will collaborate with Bryan ISD, but Bryan ISD will not supervise children served in BVCAP's classrooms. BVCAP will be responsible for complying with the standards set forth by the current Head Start Program Performance Standards and Texas Education Agency.

3.22. BVCAP will collaborate with Bryan ISD in implementing a comprehensive classroom schedule that meets all state and federal regulations for co-enrolled classrooms, and it

will collaborate with Bryan ISD in the dissemination of information about both programs into the community and to families being served by both programs. It will also provide parent engagement for smooth transitions into Bryan ISD Kindergarten.

3.23. BVCAP will provide trained employees to assist families participating in the Head Start program with family engagement that includes completing home visits, setting family goals, attending parent trainings. and learning how to utilize community resources.

3.24. BVCAP will supervise the children co-enrolled in Bryan ISD and the Head Start Program according to the standards set forth by the current Head Start Program Performance Standards and Texas Education Agency.

3.25. BVCAP agrees to relinquish Bryan ISD of all MOU obligations in the event that the MOU is terminated for any reason set forth in the MOU agreement.

3.26 Provide nutritional services for children co-enrolled in Head Start and Bryan ISD.

3.27 Bryan ISD will offer professional development and trainings to Bryan Head Start staff as Available.

3.28 Except as expressly provided in this MOU, BVCAP Head Start shall be solely responsible for ensuring compliance with all applicable Head Start Program Performance Standards and any related federal, state, or local requirements governing the operation of its program. Any obligations, duties, services, documentation, monitoring, reporting, or operational requirements imposed under the Head Start Program Performance Standards that are not specifically assigned to Bryan ISD under this MOU shall remain the sole responsibility of BVCAP Head Start.

ARTICLE 4
DUTIES OF BRYAN ISD

DUTIES OF BRYAN ISD

Bryan ISD serves Pre-Kindergarten through 12th grade. Bryan ISD is authorized to operate by the Texas Education Agency and the Bryan ISD School Board of Trustees. Bryan ISD does not discriminate on the basis of race, color, national origin, sex handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

4.1 Bryan ISD will take steps to ensure that lack of English language skills will not be a barrier to admission and participation in all educational and vocational programs.

4.2 Bryan ISD will provide BVCAP Head Start with the use of 3 classrooms at Neal

Elementary School, along with two office spaces for the BVCAP Head Start center director and family advocate, and a playground as in-kind support. The facility provided shall meet the Texas Department of Family and Protective Services (TDFP) Child Care Center Minimum Standards for such facility as required by the Act, prior to providing direct Head Start services to children.

4.3 Bryan ISD will provide janitorial and maintenance services as needed at the center in order to maintain the facility in full compliance with the Head Start Program Performance Standards.

4.4. Bryan ISD will facilitate collaboration with the Bryan ISD TEA-certified pre-kindergarten teachers at the Neal Elementary Campus to provide support and utilize the expertise of the teachers. This support will include facilitating TEA-required beginning, middle, and end-of-year assessments for dually enrolled students.

4.5 Bryan ISD will capture any ADA reimbursement for children enrolled in the BVCAP program. Bryan ISD's school lunch program will provide breakfast and lunch to BVCAP Head Start children.

4.6 Bryan ISD will follow IDEA and ADA requirements for proper identification and assessment of children with disabilities. This will include providing proper IEPs and documentation for individualized learning to be implemented in the Head Start classrooms. Bryan ISD understands that Head Start has a 10% enrollment requirement for children with disabilities (LEA-identified) and will work with Head Start to evaluate the children as needed.

4.7 Training and meeting facilities will be provided by Bryan ISD as available on a case-by-case request from the BVCAP Head Start Center Director. Bryan ISD will provide the facilities as in-kind support for meetings and family engagement opportunities.

4.8 Bryan ISD conducts Roundup in the spring of each year to identify eligible children for the upcoming academic year. The District will inform the Head Start Director of the Roundup date in order to help with the recruitment of children and families.

4.9. Bryan ISD will collaborate with Head Start in implementing a curriculum that will meet or exceed Head Start Standards and the expectations of the Bryan ISD Kindergarten Administrators and staff. This curriculum will include educational activities, objectives, and instruction that prepare Pre-kindergarten children for transition into the Kindergarten program.

4.10. Bryan ISD may provide computer equipment and related technology resources for the use of authorized instructional staff assigned to classrooms operating under this Memorandum of Understanding, as determined by the District in its sole discretion and subject to equipment availability.

All technology, hardware, software, peripherals, and related accessories provided by Bryan ISD shall remain the sole property of the District. Such equipment is provided exclusively for official educational and programmatic purposes consistent with this MOU and shall not be used for personal, commercial, or unauthorized activities.

BVCAP Head Start shall ensure that its employees and agents comply with all applicable Bryan ISD technology policies, acceptable use standards, security protocols, and procedures while using District-owned equipment. BVCAP Head Start shall be responsible for exercising reasonable care in the use, custody, and safeguarding of District-provided technology and shall promptly notify Bryan ISD of any loss, theft, damage, malfunction, or security incident involving such equipment.

Bryan ISD reserves the right to inspect, monitor, reassign, update, restrict access to, or reclaim any District-owned technology at any time and for any reason. Bryan ISD makes no guarantee regarding the continued availability of any specific equipment or technology resource and shall not be liable for interruptions in service, equipment failure, or consequential damages arising from the use or unavailability of such technology.

Upon termination or expiration of this MOU, or upon Bryan ISD's request, all District-provided technology and related equipment shall be returned in substantially the same condition as issued, ordinary wear and tear excepted.

4.11. Bryan ISD will collaborate with the Head Start Campus Director in the supervision of the Head Start contracted staff located at BVCAP and the Neal Elementary Campus to ensure that all state and federal laws, rules, and guidelines are followed by the teaching staff.

4.12. Bryan ISD will collaborate with Head Start in implementing a comprehensive classroom schedule that meets all state and federal regulations for co-enrolled classrooms.

4.13. Bryan ISD will collaborate with Head Start in the dissemination of information about both programs into the community and to families being served by both programs.

4.14. Bryan ISD will provide the Head Start Campus Director with any school calendar changes or board policy changes.

4.15. Bryan ISD will not provide transportation to the selected classroom sites for the program, unless the co-enrolled student lives in the Neal Elementary Campus attendance zone and qualifies for district-provided transportation. If participants need transportation, they will need to enroll at their home-zoned elementary campus.

4.16. Bryan ISD will agree to relinquish BVCAP of all MOU obligations in the event that the MOU is terminated for any reason set forth in the MOU agreement.

ARTICLE 5
DUTIES OF BVCAP & BRYAN ISD

DUTIES OF BOTH BVCAP & BRYAN ISD

5.1. Bryan ISD and the BVCAP Head Start Program will review and develop plans for the coordination, collaboration, alignment, and implementation of each of the following activities, as mandated by the Act.

5.2 Bryan ISD and the BVCAP Head Start Program will implement a research-based early childhood curriculum that is aligned with the Head Start Child Outcomes Framework. The Frog Street Curriculum will be used, which is aligned with the state Pre-K guidelines as issued by the Texas Education Agency.

5.3 Bryan ISD and the BVCAP Head Start Program will establish ongoing communications between Bryan Head Start and Bryan ISD for developing continuity of developmentally appropriate curricular objectives and for shared expectations for children's learning and development as the children transition to school.

5.4 Bryan ISD and the BVCAP Head Start Program will generate support and leverage the resources of the entire local community to improve school readiness.

5.5 Bryan ISD and the BVCAP Head Start Program will establish ongoing channels of communication between Head Start staff and the BISD staff including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C.1 1 432(g)(I)(J)(ii), and health staff to facilitate coordination of programs.

5.6 Bryan ISD and the BVCAP Head Start Program will develop and implement a system to increase program participation of underserved populations of eligible children.

5.7 Bryan ISD and the BVCAP Head Start Program will develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress towards acquiring the knowledge and skills and acquisition of the English language.

5.8 Bryan ISD and the BVCAP Head Start Program will help parents/legal guardians to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to the elementary school.

5.9 Each party shall designate upon execution of this Agreement a representative responsible for implementing this Agreement and maintaining compliance therewith.

5.10 BVCAP Head Start, with the help of BISD, will ensure that the full enrollment (45 children) is met. A waitlist must also be maintained throughout the program year.

5.11 Bryan ISD and the BVCAP Head Start Program will jointly schedule and conduct meetings as needed between Bryan ISD Administrators and BVCAP Bryan Head Start Program Director to discuss educational strategies and curriculum concerns about the program, plan, and update the program, individual student plans, and other concerns related to the program.

5.12 Bryan ISD and the BVCAP Head Start Program will jointly implement strategies and practices to support successful transitions for children and their families transitioning out of Bryan Head Start into Bryan ISD pre-kindergarten.

5.13 Each party must adhere to all federal, state, and local laws, rules, and regulations related to the confidentiality and the right of privacy of students and their parents and make every effort to implement a collaborative partnership that helps each child succeed.

5.14 Bryan ISD and the BVCAP Head Start Program will share services as appropriate (i.e. language testing).

5.15 Bryan ISD and the BVCAP Head Start Program will assist parents in transitioning children into Kindergarten including children with disabilities.

5.16 Bryan ISD and the BVCAP Head Start Program will provide training for staff and parents as appropriate.

5.17 Bryan ISD and the BVCAP Head Start Program will collaborate to provide comprehensive services as needed.

5.18 Bryan ISD and the BVCAP Head Start Program will maintain confidentiality of all records according to state and federal law, including but not limited to the Family Educational Rights and Privacy Act (FERPA)

5.19 Bryan ISD and the BVCAP Head Start Program will coordinate school activities as necessary.

5.20 Bryan ISD and the BVCAP Head Start Program will maintain compliance with all Federal and State regulations guiding Bryan ISD and Head Start including fire, safety, and health inspections/drills as well as Campus Emergency Preparedness Plans, and provide BVCAP copies, as necessary.

5.21 Bryan ISD and the BVCAP Head Start Program will have regular meetings with representatives from Bryan ISD and BVACP to discuss any adjustments suggested by either party to this Memorandum of Understanding.

5.22 Nothing herein shall be deemed to constitute a waiver of any immunity or affirmative defense which may be asserted by Bryan ISD.

5.23 This Memorandum of Understanding will be reviewed, updated and renewed annually as long as the MOU agreement is in effect. Any amendments or changes to this agreement must be in writing and signed by the Superintendent of Bryan ISD and Executive Director of BVCAP.

5.24 **FERPA (STUDENT PRIVACY):** Parties acknowledge the confidentiality requirements that each party must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each party will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for the exercise of these rights be strictly followed. Family Education Rights and Privacy Act (FERPA) will be followed.

ARTICLE 6
MISCELLANEOUS

6.1 **MOVE IN AND MOVE OUT CONDITION:** BVCAP shall inspect the Premises in accordance with Section 2 above. The District has made no express or implied warranties as to the condition or Permitted Use of the Premises.

6.1.1 At the time this Agreement ends, BVCAP will surrender the Premises in the same condition as when received, normal wear and tear excepted, free of all trash, debris, personal property, hazardous materials, and environmental contaminants. If BVCAP leaves any personal property in the Premises after BVCAP surrenders possession of the Premises, the District may: (1) require BVCAP, at BVCAP's expense, to remove the personal property by providing written notice to BVCAP; or (2) retain such personal property as forfeited property to the District.

6.2 **RENT AND PAYMENT OF RENT: i**n consideration for this Agreement of the Premises by District to BVCAP pursuant to the terms hereof, BVCAP shall provide Head Start services to students at Bryan ISD. BVCAP must provide a current Certificate of Insurance showing the Premises is insured as set out below.

6.3 **COSTS AND UTILITIES:** The District shall not be liable for any loss, injury, or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, except due to the acts or negligence of the District or the District's employees, representatives, agents, contractors, or anyone acting on behalf of or for the benefit for any of the foregoing parties. During the Inspection Period, BVCAP should determine if all necessary utilities are available to the Premises and are adequate for BVCAP's intended use.

6.4 **MAINTENANCE AND REPAIRS**

6.4.1 **Cleaning**: BVCAP must keep the Premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.

6.4.2. Repairs of Conditions: BVCAP must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by BVCAP or that BVCAP's guests, patrons, invitees, contractors or agents.

6.5 INSURANCE AND INDEMNIFICATION:

Throughout the term of this Agreement, BVCAP shall maintain, at its sole cost and expense, a policy or policies of general comprehensive liability insurance insuring BVCAP, the District, and the District's affiliates against any and all liability for injury to or death of a person or persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Premises by BVCAP or by the condition of the Premises. .

During all time this Agreement is in effect, BVCAP must, at BVCAP's sole expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) Commercial General Liability: BVCAP shall maintain Commercial General Liability (CGL) insurance naming Bryan Independent School District as an additional insured with policy limits of not less than $1,000,000 per occurrence and annual aggregate of at least $3,000.000. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by Bryan ISD.
(2) Personal Property: Personal property damage insurance for the business operations being conduced in the Premises and contents in the Premises in an amount sufficient to replace such contents after a casualty loss.
(3) Building Insurance: BVCAP will at all times during the term of this Agreement carry a policy of insurance which insures the Premises, including the full value of the building where the Premises is located in the amount set out below against loss or damage by fire or other casualty.
(4) To the extent the personal property and Premises are covered by the insurance of both parties, the parties will collaborate to insure the personal property are appropriately insured by one of the parties and to avoid both parties paying for insurance that covers the same property.

BVCAP further understands and agrees that BVCAP is solely responsible for any deductible attributed to a loss on any of the policies.

Prior to the Commencement Date of this Agreement, BVCAP shall provide the District with a copy of all insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this Agreement is in effect, BVCAP must not later than **10 days** after the renewal or change, provide District a copy of an insurance certificate evidencing the renewal or change. BVCAP must also deliver a copy of the most current Certificate of Insurance at the beginning of each year of this Agreement – on June 1st of each year.

To the extent the insurance provider will provide, BVCAP must provide 30-days' notice of cancellation to the District and further require any and all coverage providers insuring the

Premises to notify the District at least 30-days in advance of cancellation of any insurance coverage.

If BVCAP fails to maintain the required insurance in full force and effect at all times this Agreement is in effect, the District may but is not required to purchase insurance that will provide the District with the same coverage required herein and BVCAP must immediately reimburse the District for any such expense; or the District may immediately terminate this Agreement upon the BVCAP's failure to provide a valid Certificate of Insurance.

Natural Disaster Damages: If a hurricane or other natural disaster (which is defined as including but is not limited to: coastal flooding, cold wave, drought, earthquake, hail, heat wave, hurricane (tropical cyclone), ice storm, landslide, lightning, riverine flooding, strong wind, tornado, typhoon, tsunami, volcanic activity, wildfire, winter weather, etc.) damages BVCAP's personal belongings, BVCAP understands and agrees that the District is not responsible or liable for any such damages and it is BVCAP's sole obligation to ensure that the insurance policy covers the loss of any of BVCAP's personal property. In the event of a hurricane or other natural disaster causes damage to the Premises that makes the property unusable or uninhabitable, then this Agreement automatically terminates. BVCAP understands and agrees that in the event of any damage or destruction of the Premises, BVCAP is solely responsible for any repair, restoration, replacement or rebuilding the Premises if BVCAP decides to continue to use the Premises following an event that renders the Premises unusable or uninhabitable. The District will not make any repairs to the Premises at any time. Further, BVCAP understands and agrees that it is its sole responsibility to insure the Premises against any natural disasters including hurricanes or other weather events.

The limits of said insurance required by this Agreement or as carried by BVCAP shall not, however, limit the liability of BVCAP nor relieve BVCAP of any obligation hereunder. All insurance to be carried by BVCAP shall be primary to and not contributory with any similar insurance carried by District, whose insurance shall be considered excess insurance only.

To the extent allowable under the laws and regulations governing the writing of insurance within the state of Texas, BVCAP and the District each hereby release and discharge the other, and any partner, officer, its agents and employees of such Party, from all liability, or anyone claiming through or under it, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Agreement, pursuant to insurance policies carried by the insured Party which is in force at the time of the loss or damage to the extent of any recovery by the insured Party under such insurance. The Parties agree that each will request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation.

TO THE EXTENT PERMITTED BY TEXAS LAW AND COVERED BY BVCAP INSURANCE OR AS AN ALLOWABLE EXPENDITURE BY HEADSTART, BVCAP AGREES TO INDEMNIFY, DEFEND, AND HOLD DISTRICT, ITS TRUSTEES, EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIMS, LOSSES, DAMAGES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS'

FEES, COURT AND OTHER COSTS, ARISING OUT OR RESULTING FROM OF ITS NEGLIGENCE OR WILLFUL MISCONDUCT DURING USE OF THE PREMISES BY BVCAP (INCLUDING THE AGENTS, EMPLOYEES, LICENSEES, OR INVITEES OF BVCAP). 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 NEGLIGENCE OR ACTS OF THE DISTRICT. WHERE THE NEGLIGENCE OF THE DISTRICT IS A CONCURRING CAUSE BVCAP'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF DISTRICT AND BVCAP TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH THE DISTRICT IS A PARTY. IF THE DISTRICT COVERS ANY COSTS INCURRED AS A RESULT OF BVCAP'S NEGLIGENCE OR WILLFUL MISCONDUCT, INCLUDING INCREASED INSURANCE PREMIUMS FOR THE DURATION OF THIS MOU, BVCAP WILL COMPENSATE THE DISTRICT THE AMOUNT OF THE INCREASE.

The District shall be responsible for maintaining its own insurance coverage and shall retain responsibility for its own liabilities, including those arising from the actions, omissions, employees, agents and operations of the District.

The provisions of this Section 6 shall survive the termination of this Agreement.

6.6 ALTERATIONS, ADDITIONS and IMPROVEMENTS: BVCAP shall not make any alterations, additions or improvements to the Premises in excess of $50,000.00 without the prior written consent of the District. When seeking any approval of District for BVCAP alterations, BVCAP will present to District plans and specifications of the proposed work. District will have **twenty (20) school business days** to review and make comments to the plans and specifications regarding such BVCAP alterations. If District timely provides such comments, then BVCAP will revise its plans and specifications to address District's comments to the fullest extent possible. Upon such revision, BVCAP will resubmit the plans and specifications for District's review and reasonable approval. All such alterations, additions or improvements to the Premises shall become a part of the Premises, and shall become the property of the District upon termination of this Agreement, unless such additions, improvements, or alterations are not considered affixed to the property and BVCAP can remove the property with no damage or negative effects to the Premises or such damage can be and is repaired to as close to the same condition as that portion of the Premises was delivered to BVCAP. Requests or notices of this nature should be submitted to Bryan ISD's Superintendent's Office.

6.7 HOLDING OVER: If BVCAP, without District's prior consent, remains in possession of the Premises after expiration or termination of this Agreement, such possession by BVCAP shall be deemed to be a month-to-month tenancy under all the terms and conditions of this Agreement terminable by not less than thirty (30) days written notice at any given time by either Party; provided, however, the earliest this Agreement may terminate under this provision is forty-five (45) days after the expiration of the head start program calendar year then in effect. All provisions of this Agreement shall apply to the month-to-month tenancy.

6.8 RIGHT OF ENTRY: After providing BVCAP at least forty-eight (48) hours' written notice, District shall have the right to enter the Premises at all reasonable times (i.e. after head start program hours so as to minimize the number of students present during any such access) to inspect the Premises, but (i) District must comply with all of BVCAP's visitor policies and campus procedures, (ii) at no time shall such entry or right of inspection interfere with BVCAP's operations, (iii) BVCAP will have the right to provide a representative of BVCAP to accompany any entry by District, and (iv) District must comply with requirements of law and BVCAP's rules or requirements for safety and security. In the event that emergency repairs to the Premises are required, then District shall attempt to contact BVCAP by telephone, at a number to be provided in writing by BVCAP to District and updated from time to time, prior to entering the Premises to conduct emergency repairs. If District is unable to reach BVCAP or determines, in its reasonable judgment, that a delay in entering the Premises may cause further material damage to the Premises, District may enter the Premises to make emergency repairs.

6.9 ABANDONMENT: If BVCAP moves from the Premises prior to termination of this Agreement, the District shall have the right to enter the Premises (and may, at District's sole discretion, terminate this Agreement prior to the Initial Term) without relieving BVCAP of its obligations under this Agreement.

6.10 DEFAULT BY BVCAP: In the event that BVCAP defaults in the performance of any obligation under this Agreement, including abandonment of the Premises, the District shall provide BVCAP with written notice of the default. BVCAP shall thereupon have thirty (30) days to cure the default; provided, however, if the failure cannot reasonably be cured within thirty (30) days, BVCAP shall not be in default if BVCAP commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter. After the occurrence of a default by BVCAP, District may, without limiting its remedies under applicable law, terminate this Agreement (at which time BVCAP shall vacate the Premises and return it to the District in a condition that is substantially similar to that which existed at the beginning of the term, ordinary wear and tear excepted, within the same thirty (30) day period). The District shall retain the right to compensation for all amounts due and owed by BVCAP to the District under this Agreement if BVCAP terminates this Agreement in accordance with the terms hereof. Any such items of personal property not removed by the Agreement termination date will become District's property on that date.

6.11 DEFAULT BY DISTRICT: District will be in default under this Agreement if District (i) fails to pay when due any obligation of District under any mortgage, deed of trust, judgment, assessment, tax or other encumbrance affecting the Premises, unless the holder of such encumbrance has entered into a BVCAP-recognition and non-disturbance agreement with BVCAP which remains in full force and effect; or (ii) fails to observe and perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by District. Furthermore, except as otherwise provided herein as relates to the applicable cure period (with such other provision's specific time period controlling), in the event of any default by District of its obligations hereunder, BVCAP will give District written notice specifying such default with particularity, and District shall thereupon have thirty (30) days to cure the default; provided, however, if the failure cannot reasonably be cured within thirty (30) days, District shall not be in default if District commences to cure the default within such thirty (30) day period and thereafter

diligently and in good faith proceeds to cure the default within a reasonable time thereafter. BVCAP shall have the following remedies after the occurrence of a default by District: (a) BVCAP may terminate this Agreement. No act by BVCAP other than written notice to District shall terminate this Agreement; (b) the remedies provided for in this Agreement are in addition to any other remedies available to BVCAP at law, in equity, by statute or otherwise. Each of BVCAP's remedies provided in this Agreement is cumulative and in addition to any remedies now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of BVCAP shall impair such right or remedy or be construed as a waiver of such breach or waiver of the further breach of the same covenant or condition.

6.12 SALE OF PREMISES: Should the District elect to sell the Premises, the District agrees to notify BVCAP of its intent to do so in order to provide BVCAP with the opportunity to offer to purchase the Premises by submitting a sealed bid in accordance with the District's real estate sales process. In the event the District sells the Premises, the District shall be relieved from any liability under any and all of its covenants and obligations under this Agreement and this Agreement will be deemed terminated as of the closing of the sale of the Premises, and the covenants and obligations will not carry over to the purchaser of the Premises. If the District sells the Premises to someone other than BVCAP, BVCAP will be provided no less than one hundred twenty (120) days' notice of any such impending sale to vacate the Premises.

6.13 DISTRICT'S REPRESENTATIONS: As an inducement to BVCAP to enter into this Agreement (with BVCAP relying upon such warranties, covenants and representations), District warrants, covenants and represents to BVCAP, as of the Effective Date, that:

(a) District has full legal right, authority and sufficient title to enter into this Agreement and to perform its obligations in the manner and upon the terms and conditions set forth herein and to grant the estate herein demised. This Agreement has been duly authorized by requisite action and is enforceable against District in accordance with its terms.

(b) There are no pending (A) special assessments (i.e., governmental, administrative or private) or (B) condemnation, eminent domain or similar proceeding affecting the Premises or any portion thereof; and District has no actual knowledge that any such proceeding is contemplated, threatened, or pending. District is not prosecuting any appeals of any taxes or assessments affecting the Premises. Furthermore, if an assessment or similar matter occurs that is related to a time prior to the Commencement Date, then District hereby stipulates and agrees to pay, and shall be solely responsible for, any such assessment levied against the Premises.

(c) There are no violations of any applicable federal, state, county or municipal law, ordinance, order, regulation or requirement, applicable to or affecting any portion of the Premises. Furthermore, District hereby stipulates and agrees to (a) notify BVCAP in writing of any such violation promptly upon District's acquiring knowledge of same (but in no event later than forty-eight (48) hours after District obtains knowledge of same) and (b) cure any such violation immediately upon obtaining knowledge of same.

(d) Neither District nor, to the best of District's actual knowledge, a previous owner or BVCAP of the Premises has ever, generated, stored or disposed of any hazardous substances

at or on the Premises.

(e) There are no restrictive covenants, use restrictions, exclusive use rights or other covenants or restrictions affecting the Premises that are in effect which prohibit the use of the Premises for the Permitted Use, and during the term of the Agreement District agrees not to execute or otherwise agree to any document or agreement that affects the Permitted Use or BVCAP's quiet enjoyment of the Premises in any manner whatsoever.

(f) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by District or pending against District or otherwise related to the Premises.

(g) District is the sole owner of the Premises and has good, indefeasible and insurable title to the Premises and no other person or entity has any claim, right, title, interest or lien of any kind in, to or on said Premises, including, without limitation, any tenancy or other right of use, possession or occupancy of the Premises.

(h) There are no pending actions, suits, arbitrations, claims, investigations or any other proceedings of any type against or affecting the Premises or District's ability to enter into or perform its obligations under this Agreement and none are threatened. District is not currently involved in any dispute with any governmental agency, or any agents or contractors of District that affect the Premises. No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against District that affect the Premises and that have not been satisfied. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or, to the best of District's knowledge, threatened, against District or the Premises.

(i) District and its employees, contractors and agents shall conduct any construction, demolition and/or other work, maintenance or repair on the Premises in a good and workmanlike manner throughout the term of this Agreement.

6.14 NO WAIVER: In the event that either Party fails to enforce any obligation of the other Party under this Agreement when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.

6.15 NOTICE: Notice under this Agreement shall be given in writing, U.S. Mail (certified mail, return receipt requested), postage pre-paid and addressed as noted below, and shall be effective three (3) days after the date upon which notice is given:

<u>If to District:</u>
Bryan Independent School District
Attn: Superintendent
801 Ennis Street
Bryan, Texas 77803

If to BVCAP:
BVCAP Head Start
Attn: James McCullough
4001 E. 29th Street, Suite 175
Bryan, Texas 77802

With a copy to:
Walsh Gallegos Kyle Robinson & Roalson, P.C.
505 E. Huntland Drive, Suite 600
Austin, Texas 78752
Email: Kelley Kalchthaler kkalchthaler@wabsa.com
& Amanda Moore amoore@wabsa.com

6.16 QUIET ENJOYMENT: District represents, covenants and agrees that BVCAP, upon performance of all covenants and agreements herein required to be performed by BVCAP, shall at all times during the term of this Agreement peacefully and quietly hold and enjoy the Premises without interruption by District, except as provided in section 12 above.

6.17 EARLY TERMINATION: BVCAP or the District may terminate this Agreement, with or without cause, prior to the Initial MOU Term or any renewal term upon ninety (90) days' written notice to the other Party.

6.18 NO ASSIGNMENT: BVCAP may not assign the use of the Premises under this Agreement, in whole or in part, to another party without the prior written consent of the District.

6.19 ENTIRE AGREEMENT: This MOU reflects the entire agreement between the District and BVCAP with respect to the Premises.

6.20 VENUE/JURISDICTION: The Parties hereto agree that the venue for adjudicating any such dispute hereunder shall be the applicable state court of competent jurisdiction sitting in Brazos County, Texas. This Agreement shall be governed by the laws of the state of Texas (without regard to the conflict of laws provisions thereof).

6.21 ATTORNEYS' FEES: In the event it is necessary or reasonable for either Party to retain the services of an attorney in connection with the interpretation or enforcement of any provision hereof due to a dispute between the Parties, the party prevailing in such dispute shall be entitled to collect from the other Party, including costs and attorneys' fees determined by the trier of fact to be reasonable and just.

6.22 END OF TERM. Upon the termination of this Agreement, whether this Agreement expires in accordance with its terms or if it is terminated prior to the expiration of the term, BVCAP shall surrender the Premises to the District in condition similar to that which existed at the beginning of the term, ordinary wear and tear excepted, unless otherwise permitted in writing by the District.

6.23 SUBORDINATION: This Agreement shall be subject and subordinate at all times to the

lien of any mortgages and/or ground rents and/or other encumbrances now placed on the Premises without the necessity of any further instrument or act on the part of BVCAP to effectuate such subordination, but BVCAP covenants and agrees to execute and deliver upon demand such further instrument or instruments, in mutually agreeable forms, evidencing such subordination of this Agreement to the lien of any such mortgage or mortgages and/or ground rent and/or other encumbrances as shall be desired by any mortgagee or proposed mortgagee or by any person as long as such mortgagee agrees not to disturb BVCAP's use and rights under this Agreement.

6.24 SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

6.25 SEVERABILITY. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the Parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

6.26 NO WAIVER OF IMMUNITY. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. Nothing herein shall be construed as a consent to suit.

6.27 RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be deemed to create a partnership, agency, or joint venture relationship.

6.28 EXECUTION OF DOCUMENTS. Electronic signature via e-mail, facsimile, or other electronic means shall be binding on the parties and shall be effective upon receipt of an electronic copy of this Agreement by the Parties, evidencing the signature of both Parties.

(*Signatures on the following page*)

The Parties hereby enter into this Agreement, on the later of the dates set forth below, each through its fully authorized signatory.

AGREED TO BY DISTRICT:

BRYAN INDEPENDENT SCHOOL DISTRICT,
an independent school district and political subdivision of the State of Texas

By:_____
Printed Name: Ginger Carrabine
Title: Superintendent, Bryan ISD

Date: _____

AGREED TO BY BVCAP:

BRAZOS VALLEY COMMUNITY ACTION PROGRAMS_____
a division of the Brazos Council of Governments, a

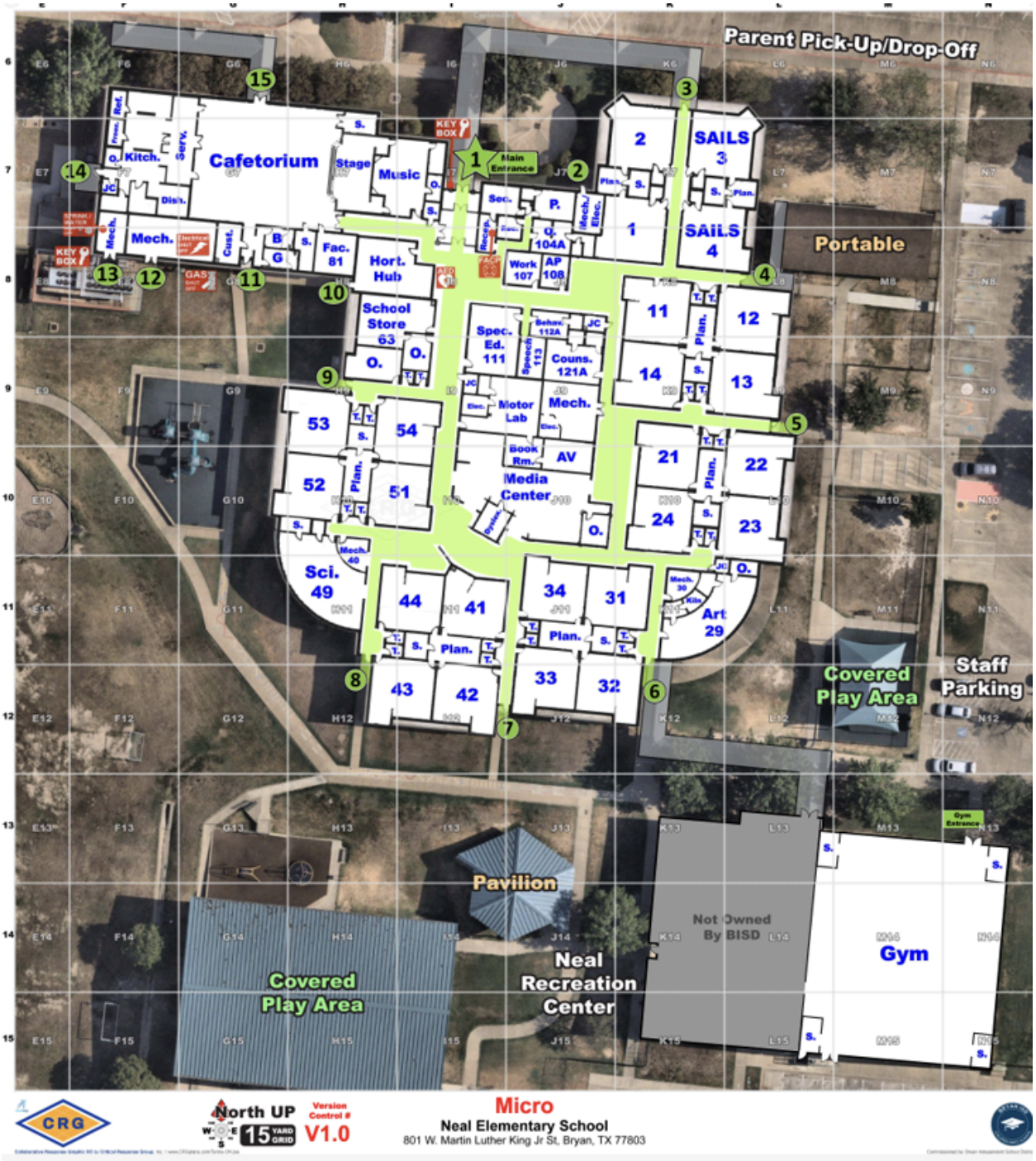
By: _____
Printed Name: James McCullough
Title: Board Chair of the Brazos Valley Community Action Program

Date:_____

EXHIBIT A

Location of Premises:

801 W MLK Jr. St.
Bryan, Texas 77803



BRYAN ISD HEAD START PARTNERSHIP

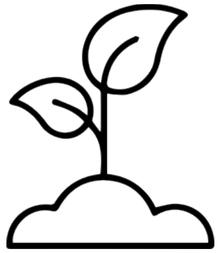
Building Strong Foundations Through Strategic Partnerships

PARTNERSHIP OVERVIEW



Formal Partnership

Relocating operations from the Washington Campus to Neal Elementary, utilizing three dedicated classrooms.



Early Access

Many of the students are 3-year-olds. Enrolling 3-year-olds allows us to provide resources at an earlier stage and make earlier family connections.



Dually-Enroll Students

Utilize the Head Start network and the Bryan ISD infrastructure to expand early education access directly within our community.



Funding

BISD provides three classrooms as an in-kind contribution. BISD receives ADA funding generated by the dually enrolled students.

BRYAN ISD CONTRACTED SERVICES

Providing for Special Education Needs Through Contracted Services

SPECIAL EDUCATION CONTRACTED SERVICES

Utilize vacant position compensation funds for assessment contracted services

Funding



During the **25-26** school year, the district reallocated $716,000 from vacant positions to use for contracted services.
For the **26-27** school year, BISD is requesting to reallocate $395,000 from vacant positions for contracted services.

Vendor Flexibility



Approving a single amount enables BISD to select qualified candidates from a pool of vendors and to onboard them more quickly. Many of these candidates have worked with BISD during the 25-26 school year and have a proven record of quality service.

Student Needs Met



The district is able to continue to serve students in need of a special education assessment.

Offboarding



Allows for contract termination if BISD hires qualified personnel.

REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

Contracted Services for Sign Language Interpreters and Teachers of Deaf/Hard of Hearing Students

Funding

Convert $500,000 in vacant Deaf and Hard of Hearing Positions to contracted services using approved vendors.

01

Address Student Needs

Address critical deaf education shortages to ensure uninterrupted services and full student compliance.

02

Vendor Flexibility

Utilize vetted vendors to provide quality services to our deaf and hard of hearing students.

03

DYSLEXIA CONTRACTED SERVICES

Utilize vacant position compensation funds for dyslexia services

Funding



Convert $156,000 in vacant Dyslexia Specialist Positions to contracted services using ClassBridge. ClassBridge is a vendor that BISD used in the 25-26 school year.

Service Flexibility



Utilize ClassBridge to provide services for students. ClassBridge provides services through a variety of providers and approved curricula. This allows us to choose from a variety of resources to address student needs.

Student Needs Met



The district is able to continue to serve students in need of dyslexia services.

Offboarding



Allows for contract termination if BISD hires qualified personnel.

11.B. Consider Approval of Contracted Services for Special Education

BRYAN ISD
CHILDREN FIRST. ALWAYS.
Special Programs

801 S. Ennis Street
Bryan, TX 77803

Memo: Request for Reallocation of Funds for Special Education Services and Evaluations

Summary of Approved Proposal:

To address a critical shortage in special education support services, the District requests approval of a cost-neutral plan to redirect unspent salary funds from vacant special education positions to contracted services. This flexible approach allows the District to utilize a pool of approved vendors to fill urgent gaps while maintaining compliance with student service requirements. Approved contracted services include:

- 3 SLP/SLPA positions – $315,000
- 1 ARD Facilitator – $80,000

This request represents a significant reduction from the previous year, when the Board approved $716,000 in salary funds for contracted special education services. This indicates an increase in recruitment and retention of highly qualified staff within the special education assessment team.

Contracts are structured with a 30-day termination clause to allow a smooth transition should vacancies be filled internally. Approved vendors include, but not limited to, ProCare, Candor, Stepping Stones, Parallel, and National Recruiting.

The department recommends approval of this increase to continue meeting student needs without service interruption.

11.C. Consider Approval of Contracted Services for the Regional Day School Program for the Deaf

BRYAN ISD
CHILDREN FIRST. ALWAYS.
Special Programs

801 S. Ennis Street
Bryan, TX 77803

Memo: Request for Reallocation of Funds for the Regional Day School Program for the Deaf (RDSPD) Services and Evaluations

Summary of Approved Proposal:

To address a critical shortage in deaf education support services, the District requests approval to move vacant deaf education positions to contracted services. This flexible approach allows the District to utilize a pool of approved vendors to fill urgent gaps while maintaining compliance with student service requirements. Approved contracted services include:

- 3 Daf/Hard of Hearing Teacher positions – $300,000
- 4 Sign Language Interpreter positions – $200,000

This request is funded through unspent salary funds and tuition paid by member districts.

Contracts are structured with a 30-day termination clause to allow a smooth transition should vacancies be filled internally. Approved vendors include, but are not limited to, Soliant, Spindle, Visual Communication Services, SLIS, and Amergis.

The department recommends approval of this increase to continue meeting student needs without service interruption.

11.D. Consider Approval of Contracted Services for Dyslexia Services

BRYAN ISD
CHILDREN FIRST. ALWAYS.
Special Programs

801 S. Ennis Street
Bryan, TX 77803

Memo: Request for Reallocation of Funds for Dyslexia Services

Summary of Approved Proposal:

The District currently has two vacant Dyslexia Specialist positions. Administration requests approval to reallocate the associated salary funds, totaling $156,000, to contracted services in order to ensure continuity of high-quality dyslexia intervention services for students.

The District has successfully utilized ClassBridge to address short-term staffing needs and, for the 2026–2027 school year, ClassBridge has the capacity to support these two vacancies with qualified personnel. Utilizing the $156,000 in vacant salary funds for contracted services will enable the District to maintain required services while preserving flexibility in response to ongoing staffing challenges.

Should the District secure qualified employees to fill either position, the corresponding contract services will be discontinued, and the funds will be reclassified from contracted services back to salary expenditures, resulting in no additional cost to the District.

11.E. Discuss and Consider Approval of a Contract with the KickStart Kids Program for the 2026-27 School Year

June 30, 2026

Ginger Carrabine
Superintendent of Schools
Bryan ISD Administration
801 south Ennis Street
Bryan, TX 77803

Dear Ms. Carrabine,

We are pleased to offer this agreement for the ***KICKSTART KIDS Martial Arts and Character Development Program*** **being offered in your District for the 2026-27 academic year**. The following guidelines promote an effective KICKSTART KIDS (KSK) program:

1) DEDICATED CLASSROOM
   a) A dedicated karate classroom is essential to the KICKSTART KIDS program. The classroom becomes a "dojo" serving as a safe haven where respect can be demonstrated to students and the room itself.
   b) The room should not be adjacent to or within the immediate vicinity of an academic classroom as it can sometimes be loud. Classes will be conducted through the entire academic day as well as before and/or after school.
   c) The martial arts classroom should be able to accommodate a minimum of twenty-five students simultaneously. A hard floor in good condition is preferred.
   d) The room should be in good repair with working heat and air conditioning. In the event of a problem, the school agrees to correct it in a timely manner.

2) OPTIMAL CLASS SIZE
   a) It is our goal to enroll an optimum number of students in each school where the KICKSTART KIDS program is offered. That optimum number is usually between 150 and 175 students. This number provides for the level of student and instructor interaction we believe is optimal for quality instruction.
   b) In the interest of effective instruction, student enrollment for the program is recommended not to exceed 200 students per campus. There are exceptions where programs are larger, but these are handled on a case-by-case basis depending on circumstances.
   c) We recognize that each campus is unique; however, in the event the number goes higher than 200 students, we will usually work with the school and recommend adding a second program on the same campus.

3) STUDENT PARTICIPATION
   a) All students are required to return a KICKSTART KIDS registration form executed by parent(s) or legal guardian(s) providing consent to participate.

b) The KICKSTART KIDS Registration Form will be completed online or collected by the KICKSTART KIDS instructor unless otherwise dictated by the school.
c) There will be a one-time annual fee per student collected with this registration. All first-year students receive a karate uniform at no additional cost, and all students receive rank advancement belts at no additional cost.
d) In the event students are unable to pay for participating in the program, KICKSTART KIDS will review individual circumstances and may sponsor a minimal number of students and waive the registration fee. The KICKSTART KIDS Registration Form will still need to be completed.
e) Student participation in KICKSTART KIDS should be voluntary.
f) As a general rule, scheduling of first year students should be completed by October 1st of the academic year. The KICKSTART KIDS instructor will work with campus personnel on individual cases where specific requests are made outside of this guideline.
g) The scheduling of KICKSTART KIDS classes should follow the same format as your campus or district, for example: If your school follows a 90-minute block schedule, the KICKSTART KIDS classes would be 90 minutes also.
h) Returning Students should be scheduled into appropriate classes consistent with their belt rank unless removed from the program by the KICKSTART KIDS instructor, campus administrators or their parent(s)/legal guardian(s).
i) All students are welcome in the KICKSTART KIDS program regardless of race, color, gender or physical ability. However, should an instructor believe a student poses a danger to him/herself, other students, or our instructional staff, KICKSTART KIDS reserves the right to ask for removal of that student from the KICKSTART KIDS classroom until such time as suitable arrangements are made with the school to allow the student to safely participate in the program.

4) UNIFORMS
a) All KICKSTART KIDS students will be expected to wear a martial arts uniform in class.
b) All first-year students are supplied with a uniform at no charge through the KICKSTART KIDS instructor.
c) Students will need an appropriate location to change into their uniform before class and change back into school clothes after class.

5) ROOM EQUIPMENT
a) KICKSTART KIDS supplies all training equipment needed for karate instruction and all materials for the values curriculum. This includes the puzzle mats for the floor, posters and other support materials.
b) Schools will provide the instructor with a desk, computer, and filing cabinet.
c) Schools will provide (when requested) four tri-fold exercise mats. (*These are different from the karate puzzle mats that cover the entire floor.*)

6) ROOM MAINTENANCE
a) KICKSTART KIDS instructors are required to maintain an orderly room.
b) In the interest of student health and safety, the school is required to maintain overall sanitization of the training mats and routine custodial duties.

7) SECURITY
   a) KICKSTART KIDS training equipment will need to be secured in a lockable closet or cabinet inside, or close to, the KICKSTART KIDS room.
   b) In addition, if the KICKSTART KIDS instructor is collecting funds, it is KICKSTART KIDS policy that these funds be held in the school safe and released to the instructor when a bank deposit can be made.
   c) At no time are funds collected to be kept overnight in a classroom.

8) SUPPORT FOR TOURNAMENTS
   a) Students participate in up to four KICKSTART KIDS tournaments each year.
   b) All tournaments are held in the local KICKSTART KIDS region except for the final State Championships, held once a year in rotating locations throughout Texas.
   c) We request that schools provide transportation to KICKSTART KIDS competitions.
   d) Tournaments are rotated through different schools in a region. It is expected that local school officials will assist in procurement of locations.
   e) In our continued effort to offset the cost of the program, during tournaments and special events, KICKSTART KIDS will operate merchandise and concession booths. The expectation is that KICKSTART KIDS will be able to operate those booths in prime locations in relation to the event venue to maximize our fundraising efforts.

9) RESEARCH
   a) KICKSTART KIDS has contracted the services of an independent evaluator for the purpose of conducting research on the KICKSTART KIDS program.
   b) Periodically we may gather data specific to the KICKSTART KIDS program in your school.
   c) Should you have questions, contact David Joe, Chief Financial Officer, at djoe@kickstartkids.org or 713-868-6003, x102.

10) ANNUAL SPONSORSHIP DRIVE
   a) Each year, KICKSTART KIDS may hold an annual two-week KICKSTART KIDS Sponsorship Drive to raise money to help offset the costs of the program on each campus.
   b) KICKSTART KIDS will work with each campus to accommodate their schedules as needed, but it is expected that each campus will allow the KICKSTART KIDS Sponsorship Drive to occur.

11) GENERAL FUNDRAISING
   a) Occasionally, with the approval of the school and KICKSTART KIDS management, KICKSTART KIDS instructors may ask to raise funds for optional program related trips and other activities at your school.
   b) Monies raised are to be handled per #7 above.

12) USE OF GYMNASIUM OR AUDITORIUM

a) KICKSTART KIDS will require the use of a gymnasium or auditorium for Belt Ceremonies (twice a year), demonstration team competitions and/or exhibitions (occasionally).
b) From time to time, the use of the gymnasium or auditorium will be needed for facilitation of tournaments which will host students from other KICKSTART KIDS school districts.
c) Use of these facilities will be requested through the proper school authority no less than 30 days prior to the event, or longer if required by district policies and/or procedures.
d) Use of all necessary utilities and safety protocols will be requested through the proper school authority no less than 30 days prior to the event, or longer if required by district policies and/or procedures.
e) These facilities will be provided by the school at no charge to the KICKSTART KIDS program.
f) KICKSTART KIDS agrees to pay custodial staff at a rate of $25 per hour for KICKSTART KIDS events hosted in the District. The number of custodians and the hours they will work are to be mutually agreed upon in advance. This fee does not apply to standard duties required by the District as part of their daily custodial duties. At the mutually agreed-upon events, custodians will be responsible for maintaining trash receptacles before, during and after the event, cleaning the facility after the event and securing premises once KSK students and staff have left the facility.
g) For tournaments, KICKSTART KIDS will work with the District, following required procedures, to secure one security officer/police officer to be on duty while staff, students, and community members are present at the facility. If the number of participants expected at a tournament is excessive, an additional officer will be secured. Exact work hours cannot be determined in advance, other than the start time and an estimate of the end time, because each tournament lasts for a different length depending on number of participants and other factors. Any payment of the security officer(s) for services rendered will be in a one-time, lump sum payment in an amount to be agreed upon prior to the event date. Security personnel are not paid an hourly rate for tournament security.

13) AFTER-SCHOOL AND SUMMER KARATE
a) The school agrees to provide facilities for after-school training during the school year at no charge.
b) The school agrees to provide facilities for a KICKSTART KIDS summer karate program during the month of June at no charge.

14) BLACK BELT CLUB
a) During the academic year and summer sessions, students who have “graduated” from the middle school/junior high program will be offered the opportunity to continue training in the KICKSTART KIDS Black Belt Club with their KICKSTART KIDS instructor. There is a Black Belt Club in every KICKSTART KIDS school.
b) Classes will be scheduled either before or after school hours.
c) It is expected that the school will make the campus available to these students.

15) INTEGRATION INTO SCHOOL STAFF
a) It is important that your KICKSTART KIDS Instructor become integrated into your school community, including attending appropriate faculty meetings.

b) The primary responsibility of KICKSTART KIDS instructors are the KSK students. However, in the interest of integration and the spirit of cooperation, KSK instructors can be assigned campus duty under the following conditions:
    a) Any training required for the particular duty station will be provided by the district to the KICKSTART KIDS instructor in advance.
    b) Should assistance be needed with non-KICKSTART KIDS students, our KICKSTART KIDS instructor may perform additional duty provided a campus faculty or staff member is within visual range at all times to provide supervision and direction.
    c) KICKSTART KIDS instructors cannot be requested or required to oversee or proctor any state-mandated testing. They can, however, handle duties such as answering phones, hall duty, delivering lunch or picking up attendance.
    d) The district agrees that KICKSTART KIDS and its instructor shall be covered by the district's liability insurance in connection with any assigned campus duty.

16) FIELD TRIPS
- a) KICKSTART KIDS occasionally hosts extra-curricular events (including tournaments) in which all KICKSTART KIDS students are invited to participate.
- b) It is our hope that each school will allot funding for transportation to these events.
- c) Any extra-curricular event requires the approval of school officials and KICKSTART KIDS management.

17) INSTRUCTOR ABSENCE
- a) Instructors are required to notify KICKSTART KIDS management as well as school officials whenever they are absent.
- b) In the event of an instructor absence, KICKSTART KIDS will make every effort to provide a qualified substitute karate instructor.
- c) If, for some reason, we are unable to provide a substitute, we will notify appropriate campus personnel. The school agrees to assume responsibility for providing temporary oversight for the students.

18) PROGRAM SUMMARY
- a) KICKSTART KIDS (KSK) provides a physical karate curriculum during the scheduled school day that is adapted to the skill level of students.
- b) KSK provides the following as part of the KICKSTART KIDS program:
    a) a values-based curriculum including in-class lessons and handouts.
    b) a qualified black belt instructor for direct instruction.
    c) after-school karate classes for existing participants on a weekly basis. The schedule for these classes will be arranged in cooperation between the KSK instructor and school administration representative.
    d) a three-week or four-week summer karate program up to a maximum of three hours per day, Monday through Thursday (as agreed upon by the instructor and principal). Friday's during the summer are instructor development days.
    e) belts for all belt ceremonies.
    f) classroom safety equipment for students in all karate classes.
    g) a representative to work with the school, school district and the community to help implement the program.

c) KICKSTART KIDS will work with school officials to ensure completion of criminal background checks and drug tests on KSK employees as requested/required by the district.

19) THE AGREEMENT

a) This one-year agreement represents the intentions of both parties to offer the KICKSTART KIDS program and curriculum to students **at Davila Middle School, Jane Long Intermediate, Sam Rayburn Intermediate, and Sadberry Intermediate during the 2026-27 academic year with an expansion of three sections at Stephen F. Austin Middle School beginning in August 2026.**

b) KICKSTART KIDS or the school district may cancel or withdraw from the agreement upon a 30-day written notice with or without cause; however, cancellation will not become effective until the end of the academic year, except for cause. Any cancellation notices by either party in advance of the upcoming academic year must be received by July 1st.

c) The school district agrees that, during the term of this agreement and for a period of one (1) year after the termination of this agreement, it shall not hire, employ or retain as an independent contractor any KICKSTART KIDS instructor.

20) PROGRAM AWARENESS

a) KICKSTART KIDS program and instructor information should be included on the school website.

b) KICKSTART KIDS events should be listed on the school calendar.

21) PROGRAM FUNDING

a) The KICKSTART KIDS total program and curriculum expense currently exceeds $120,000 per program. This includes a full-time instructor (salary and benefits), room equipment, uniforms and belts, belt ceremonies, values curriculum, tournament expenses, after school and summer school program costs, special event costs and KICKSTART KIDS staff support.

b) Under this agreement, **Bryan ISD will pay $80,000 per campus program for Davila MS, Jane Long Int., Sam Rayburn Int., and Sadberry Int. during the 2026-27 school year totaling $320,000** for the full time *KICKSTART KIDS Martial Arts and Character Development Program*. In addition, **the district agrees to expand the** *KICKSTART KIDS Martial Arts and Character Development Program* **to Stephen F. Austin (SFA) Middle School for the price of $11,428 per section, totaling $34,284 three sections during the initial year of this expansion (2026-27).** Should an additional campus be added beyond the five named in this agreement, the cost per campus program will need to be negotiated at that time. The fee per program may be increased due to inflation and/or COLA in subsequent years. This payment is due within thirty (30) days of initiation of your operating budget for the 2026-27 academic year. Any exceptions must be requested through David Joe, Chief Financial Officer, at djoe@kickstartkids.org or 713-868-6003, x102.

c) The remainder of the expense for the 2026-2027 academic year will be the responsibility of the KICKSTART KIDS Foundation.

d) This signed Agreement must be received in our offices **no later than July 21, 2026** to ensure continuation of the program for the new academic year.

Without the appropriate administrative approval, your KICKSTART KIDS program may be delayed. Please complete it in a timely manner to ensure no delay in service to you and your students.

We eagerly look forward to again working with the students and staff of Bryan ISD. Should you have any questions or concerns, please contact Diana Sayavedra, Executive Director, at dsayavedra@kickstartkids.org or 713-868-6003, x105.

Sincerely,

Diana Sayavedra 6/30/26

Diana Sayavedra Date	Ginger Carrabine Date
Executive Director	Superintendent of Schools
KICKSTART KIDS	Bryan ISD

11.F. Consider approval of the School Nutrition Employee Attendance Incentive

12. **Closed Session**

12.A. Discuss issues pertaining to appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Texas Government Code 551.074

12.B. Discussion related to a public school student, wherein personally identifiable information will necessarily be revealed - Texas Government Code 551.0821

12.C. Conduct Superintendent Formative Evaluation - Texas Government Code 551.074

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

13. **Reconvene in Open Session**

14. Discuss, consider, and take possible action to approve resolution authorizing Board President to sign the deed and any other documents necessary for closing on the sale of District property located at 2009 E Hwy 21 to Culpepper North, LLC, pursuant to previously accepted bid by same.

15. **Adjourn**

Posted: Monday, July 13, 2026, @ 5:20 P.M.



For the Board of Trustees