

Regular Action Meeting
Monday, July 20, 2026 Executive Session
5:30pm; Open Session 6:30pm

Education Support Center
2218 FM 517
Dickinson, TX 77539

Agenda

1. Roll Call, Establish Quorum, Welcome Visitors
2. Closed Executive Session
 - 2.A. Section 551.074 - Resignations, Retirements, New Hires
 - 2.B. Section 551.074 - Consider Appointment of Executive Director of Special Programs
 - 2.C. Section 551.074 - Consider Appointment of Director of CTE
 - 2.D. Section 551.074 - Consider Appointment of Barber Middle School Assistant Principal
 - 2.E. Section 551.074 - Consider Appointment of DCC/DALC Assistant Principal
3. Pledge of Allegiance to the American and Texas Flags
4. Invocation
5. Public Comment: Agenda Items
6. Open Forum: Non agenda Items
7. Action on Closed Executive Session Items
 - 7.A. Consider Approval of Resignations, Retirements, New Hires
 - 7.B. Consider Appointment of Executive Director of Special Programs
 - 7.C. Consider Appointment of Director of CTE
 - 7.D. Consider Appointment of Barber Middle School Assistant Principal
 - 7.E. Consider Appointment of DCC/DALC Assistant Principal
8. Written Reports
 - 8.A. Student Attendance Report for 6th Six Weeks
 - 8.B. Tax Report for May 2026 and Year to Date
9. UIL Course Exemptions
10. University of Houston Clear Lake Guaranteed Admission
11. Policy Update 127
 - BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL
 - CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS
 - DC(LOCAL): EMPLOYMENT PRACTICES
 - DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT
 - DP(LOCAL): PERSONNEL POSITIONS
 - DPA(LOCAL): PERSONNEL POSITIONS - PRINCIPALS
 - DPB(LOCAL): PERSONNEL POSITIONS - OTHER PERSONNEL POSITIONS
 - EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
 - FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY
12. Approve Renewal of Property & Casualty Insurance Policies
13. 2026-2027 Operating Budget and Set Budget Hearing Date
14. Action Items
 - 14.A. Quarterly Investment Report

- 14.B. JJAEP Memorandum of Understanding
- 14.C. TLC Day Memorandum of Understanding
- 14.D. Detention and TLC Residential Memorandum of Understanding
- 14.E. CAP Memorandum of Understanding
- 14.F. 2026-2027 Student Code of Conduct
- 14.G. Consent Agenda Items
 - Budget Amendments/Adjustments for June 4, 10, 24, and July 1, 2026
 - New Hires for the Week of June 1, 2026
 - New Hires for the Week of June 8, 2026
 - MOU Between Gulf Coast Big Brother & Big Sisters and DISD
 - MOU Between BACODA and DISD
 - Dual Credit Instructional Agreement Between Galveston College and DISD
 - June 1, 2026 Minutes
 - New Hires for the Week of June 22, 2026
 - New Hires for the Week of June 29, 2026
 - Campus Fundraising Request-All Campuses 2026-2027
- 15. Adjournment

DICKINSON INDEPENDENT SCHOOL DISTRICT
EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Executive Session

Agenda Item: President of the Board

The Board President will reconvene the Board to meet in Executive Session. If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by **the Texas Open Meetings Act**, Texas Government Code **Section 551.001** et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including but not limited to the following section(s) and purpose(s): Texas Government Code **Section 551.071 Consultation with attorney** - Consultation with District's attorney regarding potential claim to be asserted by the District and concerning matters on which the attorney's duty to the District under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws; **Section 551.072 Real Property** – To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person; **Section 551.073 Prospective Gifts** – To deliberate a negotiated contract for a prospective gift to the district if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person; **Section 551.074 Personnel Matters** - for the purpose of considering the appointment, resignations, reassignment, evaluation, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against public officers or employees; **Section 551.076 Security** – To deliberate the deployment, or specific occasions for implementation, of security personnel or devices or a security audit; **Section 551.082 Student discipline** - school children; school district employees; disciplinary matter or complaint, and **Section 551.0821 Student Information** - for the purpose of considering a matter regarding a public school student where personally identifiable information about the student will necessarily be revealed by the deliberation; **Section 551.087 Economic development**.

Time To Executive Session: _____

Time Out of Executive Session: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Public Comment: Agenda Items

Agenda Item: Dr. Rebecca Brown

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening regarding agenda items per HB 2840. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Open Forum

Agenda Item: Dr. Rebecca Brown

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received. Each will be limited to no more than three minutes. No one may begin addressing the Board thirty minutes from this time.

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Personnel Action

- Employment
- Resignations/Retirement

Agenda Item: Kimberly Rich

- We have fifty-four (54) new hires.
- We have thirty-three (33) resignations: one (1) Assistant Principal and three (3) Teachers at Lobit Elementary, one (1) Counselor and one (1) Teacher at Silbernagel Elementary School, two (2) Teachers at Hughes Road Elementary, two (2) Teachers at San Leon Elementary, two (2) Teachers at Ruth E Laird Elementary, one (1) Nurse and two (2) Teachers at Dunbar Middle School, one (1) Teacher at Barber Middle School, one (1) Counselor and one (1) Teacher at McAdams JR High School, three (3) Teachers at Kranz J High School, and three (3) Teachers at Dickinson JR High School, five (5) Teachers at Dickinson High School, one (1) Teacher at Dickinson Continuation/Dickinson Alternative Learning Center, one (1) CTE Director and one (1) Curriculum Specialist in Teaching and Learning, one (1) Executive Director of Special Programs .

Recommendation:

The Superintendent recommends the employment and ratification of the resignations/retirement of the above personnel.

Action Item: √ Yes _____ No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Appointment of the Executive Director of Special Programs

Agenda Item: Dr. Rebecca Brown

Administration discussed with the Board of Trustees the appointment of the Director of Special Programs.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Leah Bossi as the Executive Director of Special Programs.

Action Item: ☒ Yes ☐ No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Appointment of the Director of CTE

Agenda Item: Dr. Rebecca Brown

Administration discussed with the Board of Trustees the appointment of the Director of CTE.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Lauren Calderaro as the Director of CTE.

Action Item: ☒ Yes ☐ No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Appointment of the Assistant Principal of Barber Middle School

Agenda Item: Dr. Rebecca Brown

Administration discussed with the Board of Trustees the appointment of the Assistant Principal of Barber Middle School.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Samantha Battleson as the Assistant Principal of Barber Middle School.

Action Item: ☒ Yes ☐ No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Appointment of the Assistant Principal of DCC/DALC

Agenda Item: Dr. Rebecca Brown

Administration discussed with the Board of Trustees the appointment of the Assistant Principal of DCC/DALC.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Randi Elliott as the Assistant Principal of DCC/DALC.

Action Item: √ Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Written Reports

If a request to pull a Written Report is not received by the afternoon of the Board meeting, the report writer will not be in attendance and President Magliolo will move to the next item.

Background Information:

Written Reports

- Student Attendance Report for 6th Six Weeks
- Tax Report for May 2026 and Year to Date

Recommendation:

Information only

Action Item: _____ Yes √ No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Student Attendance Report for 6th Six Weeks

Agenda Item: Kim Kelley/Dr. Angie Estes

Background Information:

Attached is data from the second six-week reporting period for 2025-2026 and comparison data from the 2021-22, 2022-23, 2023-24, 2024-25 school years.

Recommendation:

Information only.

Action Item: _____ Yes X No

ADA Percentages by Campus

Campus	2021-22		2022-23		2023-2024		2024-2025		2025-2026	
	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA
Little Elementary School										
First six weeks	503.20	90.00%	553.03	93.40%	446.98	94.3%	434.67	94.9%	414.63	94.4%
Second six weeks	524.83	92.71%	542.76	89.71%	445.22	93.3%	442.98	94.1%	420.28	94.8%
Third six weeks	527.46	93.59%	561.30	92.18%	444.74	92.7%	435.62	92.3%	407.65	92.8%
Fourth six weeks	496.74	88.69%	560.39	93.75%	448.41	93.9%	440.44	92.6%	409.62	94.1%
Fifth six weeks	527.22	93.20%	550.93	92.83%	453.06	94.5%	440.59	93.2%	408.48	93.8%
Sixth six weeks	533.21	93.30%	556.99	93.30%	445.72	92.5%	438.11	93.0%	394.13	91.0%
Yearly Average	518.78	91.92%	554.23	92.53%	447.36	93.5%	438.73	93.4%	409.13	93.5%
Lobit Elementary School										
First six weeks	667.31	92.40%	777.56	94.78%	684.91	95.6%	688.17	95.6%	1448.65	96.1%
Second six weeks	690.84	93.95%	749.23	90.64%	685.94	94.8%	694.67	95.5%	1453.46	95.8%
Third six weeks	701.01	94.40%	775.30	92.65%	679.86	94.0%	685.92	94.3%	1413.22	93.3%
Fourth six weeks	670.96	90.79%	807.93	94.69%	682.71	94.3%	704.25	95.1%	1451.27	95.2%
Fifth six weeks	705.00	94.72%	814.20	94.85%	685.07	94.5%	706.14	94.2%	1451.77	94.8%
Sixth six weeks	706.79	94.03%	819.29	94.41%	679.82	94.4%	716.24	94.9%	1438.54	94.0%
Yearly Average	690.32	93.38%	790.58	93.67%	683.05	94.6%	699.23	94.9%	1442.82	94.9%
Silbernagel Elementary School										
First six weeks	532.47	92.90%	569.11	95.33%	450.17	95.2%	434.52	95.6%	413.90	94.6%
Second six weeks	547.92	93.86%	548.63	91.40%	452.33	93.3%	440.22	94.8%	421.94	95.6%
Third six weeks	541.35	93.32%	561.06	93.13%	449.90	91.8%	442.90	94.3%	411.93	93.9%
Fourth six weeks	539.35	91.89%	575.54	94.19%	460.05	92.6%	437.94	93.0%	404.85	94.6%
Fifth six weeks	559.73	94.54%	581.36	94.52%	466.50	94.3%	447.23	94.5%	400.54	94.6%
Sixth six weeks	559.12	93.61%	579.73	93.85%	458.80	93.7%	443.42	93.5%	400.82	94.8%
Yearly Average	546.66	93.35%	569.24	93.74%	456.29	93.5%	441.04	94.3%	409.00	94.7%
Hughes Road Elementary School										
First six weeks	593.52	91.80%	640.11	94.75%	539.80	95.2%	519.15	95.5%	522.39	96.0%
Second six weeks	610.14	93.00%	629.59	92.54%	534.89	93.8%	521.44	94.4%	517.79	95.1%
Third six weeks	620.29	94.53%	629.90	92.94%	530.12	91.8%	513.57	92.9%	509.16	92.6%
Fourth six weeks	608.26	91.49%	645.06	94.16%	527.95	93.0%	517.21	94.7%	524.11	94.6%
Fifth six weeks	631.25	93.48%	662.61	94.27%	533.50	94.1%	520.09	94.4%	525.83	94.5%
Sixth six weeks	640.60	93.21%	657.15	93.04%	523.17	92.8%	521.88	94.8%	521.77	94.1%
Yearly Average	617.34	92.92%	644.07	93.62%	531.57	93.5%	518.89	94.5%	520.18	94.5%
Bay Colony Elementary School										
First six weeks	601.27	93.30%	581.18	94.68%	475.02	95.4%	445.54	96.2%	474.23	95.7%
Second six weeks	604.02	92.97%	574.71	92.03%	469.85	93.5%	452.89	95.5%	473.98	95.7%
Third six weeks	605.35	93.71%	581.36	93.35%	471.42	93.7%	451.52	94.5%	468.92	93.3%
Fourth six weeks	588.93	90.56%	590.65	94.94%	479.29	94.1%	455.71	94.7%	482.13	95.3%
Fifth six weeks	610.31	93.80%	596.46	95.28%	485.44	94.8%	454.48	94.4%	482.51	95.5%
Sixth six weeks	600.96	92.73%	597.96	94.91%	476.01	93.6%	458.26	95.0%	478.01	94.2%
Yearly Average	601.81	92.85%	587.05	94.20%	476.17	94.2%	453.07	95.1%	476.63	95.0%
San Leon Elementary School										
First six weeks	539.37	91.30%	580.10	94.50%	428.02	94.6%	447.46	93.8%	484.44	94.2%
Second six weeks	563.28	92.07%	561.59	90.36%	442.70	92.0%	455.74	92.6%	479.20	92.7%
Third six weeks	574.43	92.98%	579.88	92.92%	451.24	93.1%	465.97	93.2%	468.55	90.5%
Fourth six weeks	552.76	88.78%	580.91	92.49%	445.39	92.2%	460.69	92.1%	479.95	93.3%
Fifth six weeks	575.36	92.92%	594.25	93.69%	459.56	93.9%	467.54	92.8%	476.43	92.6%
Sixth six weeks	579.29	92.67%	592.32	93.93%	455.16	92.7%	467.47	92.7%	471.18	92.8%
Yearly Average	564.08	91.79%	581.51	92.98%	447.01	93.1%	460.81	92.9%	476.62	92.7%
Calder Road Elementary										
First six weeks	606.63	92.40%	642.85	95.00%	474.24	95.1%	480.08	95.9%	462.40	96.4%
Second six weeks	628.28	93.88%	632.91	92.36%	498.85	94.6%	476.82	95.2%	458.00	94.7%
Third six weeks	624.81	94.08%	620.46	91.45%	503.68	93.6%	472.85	95.0%	456.82	93.7%
Fourth six weeks	610.73	90.86%	618.63	93.84%	516.04	94.3%	459.52	93.6%	456.76	95.0%
Fifth six weeks	644.00	94.59%	620.71	94.41%	524.91	95.3%	453.71	93.5%	455.10	94.7%
Sixth six weeks	636.21	92.88%	605.86	93.74%	517.80	93.9%	456.49	94.3%	454.01	93.9%
Yearly Average	625.11	93.12%	623.57	93.47%	505.92	94.5%	466.58	94.6%	457.18	94.7%

ADA Percentages by Campus

		2021-22		2022-23		2023-2024		2024-2025		2025-2026	
Dunbar Middle School											
First six weeks		582.59	91.60%	619.10	95.03%	543.78	95.3%	526.12	95.4%	506.17	95.2%
Second six weeks		602.60	93.41%	604.00	92.40%	545.91	94.8%	529.26	94.6%	501.83	94.6%
Third six weeks		618.95	93.16%	614.68	93.96%	545.16	94.4%	525.80	93.7%	486.74	91.9%
Fourth six weeks		593.85	88.91%	611.44	94.25%	548.43	94.5%	517.50	92.6%	499.68	94.1%
Fifth six weeks		619.38	93.42%	609.29	94.21%	554.04	95.3%	522.32	93.4%	497.86	93.6%
Sixth six weeks		622.71	93.52%	612.46	93.88%	539.68	93.8%	519.18	93.0%	495.27	92.9%
Yearly Average		606.68	92.34%	611.83	93.96%	546.17	94.7%	523.36	93.8%	497.92	93.7%
Barber Middle School											
First six weeks		544.27	93.20%	535.87	95.83%	579.70	95.3%	571.69	94.8%	547.07	95.7%
Second six weeks		558.34	95.33%	527.38	92.83%	576.87	93.6%	576.48	93.9%	543.22	95.0%
Third six weeks		555.10	94.71%	533.40	93.66%	574.36	92.9%	572.03	93.3%	533.03	93.7%
Fourth six weeks		539.67	91.83%	537.30	94.15%	578.32	93.3%	571.23	92.5%	536.29	94.7%
Fifth six weeks		564.15	94.96%	544.68	94.41%	581.93	94.3%	579.00	93.5%	537.39	95.2%
Sixth six weeks		563.03	94.57%	543.58	94.01%	575.37	93.1%	576.76	93.6%	530.31	93.9%
Yearly Average		554.09	94.10%	537.03	94.15%	577.76	93.8%	574.53	93.6%	537.88	94.7%
Lobit Middle School											
First six weeks		472.62	91.70%	558.87	95.96%	596.22	96.4%	625.69	96.4%		
Second six weeks		494.79	94.70%	544.83	93.57%	588.35	95.6%	637.67	95.9%		
Third six weeks		496.75	93.85%	541.96	92.92%	578.92	94.4%	638.33	95.6%		
Fourth six weeks		476.96	90.63%	557.89	95.00%	587.25	94.9%	634.04	95.0%		
Fifth six weeks		497.24	94.82%	549.71	94.57%	593.52	95.6%	630.21	94.7%		
Sixth six weeks		492.64	94.00%	544.24	94.31%	588.84	94.7%	630.85	95.1%		
Yearly Average		488.50	93.28%	549.58	94.39%	588.85	95.3%	632.80	95.5%		
McAdams Junior High School											
First six weeks		825.62	92.20%	893.40	95.42%	800.93	94.9%	834.81	95.1%	844.47	95.2%
Second six weeks		850.04	93.52%	872.92	92.12%	801.91	94.3%	842.37	94.5%	845.48	94.6%
Third six weeks		835.45	91.67%	874.04	92.47%	788.60	92.5%	840.93	93.8%	828.63	93.0%
Fourth six weeks		808.78	88.73%	874.19	93.25%	793.50	92.4%	830.12	92.9%	837.77	93.9%
Fifth six weeks		847.83	92.94%	880.11	93.13%	806.26	93.0%	837.46	93.5%	832.74	93.7%
Sixth six weeks		843.22	92.14%	882.69	92.57%	785.40	91.3%	835.82	93.6%	824.32	93.0%
Yearly Average		835.16	91.87%	879.56	93.16%	796.10	93.1%	836.92	93.9%	835.57	93.9%
Kranz Junior High School											
First six weeks		873.11	92.10%	919.93	95.33%	942.48	95.4%	821.58	95.5%	825.70	95.2%
Second six weeks		905.56	94.04%	906.04	92.64%	937.39	94.6%	830.15	94.7%	826.78	94.7%
Third six weeks		895.55	92.58%	914.80	93.34%	938.28	93.7%	823.07	93.8%	812.83	92.9%
Fourth six weeks		864.89	89.51%	925.33	93.68%	931.82	93.2%	818.73	93.0%	819.62	93.5%
Fifth six weeks		904.80	93.49%	928.34	93.90%	937.48	94.3%	825.79	93.1%	811.43	93.4%
Sixth six weeks		898.30	93.18%	917.42	92.90%	919.58	92.5%	825.69	92.7%	791.79	91.9%
Yearly Average		890.37	92.48%	918.64	93.63%	934.51	94.0%	824.17	93.8%	814.69	93.6%
Dickinson Junior High School											
First six weeks						960.63	95.6%	999.38	95.9%	1088.10	95.7%
Second six weeks						954.78	94.2%	1007.22	95.2%	1096.30	96.0%
Third six weeks						950.64	93.8%	1005.73	94.8%	1067.53	93.4%
Fourth six weeks						944.68	93.3%	1006.17	94.4%	1093.42	94.3%
Fifth six weeks						949.59	94.4%	1009.23	94.5%	1088.29	94.1%
Sixth six weeks						931.74	93.1%	1010.94	94.4%	1077.79	93.2%
Yearly Average						948.68	94.1%	1006.45	94.9%	1085.24	94.5%
Dickinson High School											
First six weeks		3158.21	91.70%	3403.82	93.78%	3534.48	94.4%	3581.29	94.5%	3553.99	94.7%
Second six weeks		3215.14	92.04%	3320.80	91.32%	3498.83	93.4%	3571.83	93.5%	3511.26	93.4%
Third six weeks		3202.00	92.19%	3328.97	93.25%	3476.92	93.4%	3523.14	93.1%	3479.62	93.3%
Fourth six weeks		3019.70	88.55%	3246.65	92.93%	3370.39	92.3%	3428.00	92.2%	3401.66	93.2%
Fifth six weeks		3118.68	92.49%	3227.29	93.21%	3352.09	92.9%	3419.90	92.4%	3351.98	92.6%
Sixth six weeks		3051.13	91.41%	3215.91	93.32%	3299.17	92.0%	3344.90	92.6%	3330.02	92.5%
Yearly Average		3127.48	91.40%	3290.57	92.97%	3421.98	93.1%	3478.18	93.1%	3438.09	93.3%

ADA Percentages by Campus

	2021-22		2022-23		2023-2024		2024-2025		2025-2026	
Dickinson Continuation Center										
First six weeks	68.85	88.90%	78.10	94.32%	81.56	95.2%	56.81	92.3%	69.33	88.1%
Second six weeks	59.38	85.67%	72.88	92.30%	78.83	93.3%	62.33	87.6%	64.13	85.5%
Third six weeks	45.95	87.94%	58.00	93.79%	69.32	94.3%	61.07	86.6%	50.57	80.9%
Fourth six weeks	66.52	85.00%	71.48	90.95%	67.11	90.7%	63.58	84.3%	75.31	82.9%
Fifth six weeks	59.39	87.86%	54.86	90.62%	51.96	89.7%	57.11	82.8%	66.50	84.0%
Sixth six weeks	45.52	89.99%	37.67	87.11%	35.08	88.6%	35.18	84.3%	44.09	82.2%
Yearly Average	57.60	87.56%	62.16	91.52%	63.98	92.0%	56.01	86.3%	61.65	83.9%
Transforming Lives Cooperative										
First six weeks	8.00	100.00%	6.43	99.48%	7.93	100.0%	6.65	100.0%	7.87	100.0%
Second six weeks	8.66	99.60%	8.00	100.00%	8.83	100.0%	8.48	100.0%	5.39	100.0%
Third six weeks	8.30	100.00%	7.24	100.00%	8.72	100.0%	8.10	100.0%	5.73	100.0%
Fourth six weeks	6.92	99.45%	7.74	100.00%	5.61	100.0%	6.85	100.0%	4.65	100.0%
Fifth six weeks	6.21	97.24%	9.54	98.52%	5.15	100.0%	7.93	100.0%	5.43	100.0%
Sixth six weeks	6.73	100.00%	6.97	100.00%	5.50	100.0%	8.82	100.0%	6.77	100.0%
Yearly Average	7.47	99.38%	7.65	99.67%	6.96	100.0%	7.80	100.0%	5.97	100.0%
Galveston County Detention Facility										
First six weeks	13.81	98.20%	17.53	99.81%	15.11	100.0%	17.39	100.0%	26.77	100.0%
Second six weeks	17.13	99.81%	19.08	100.00%	17.96	100.0%	23.93	99.4%	26.04	100.0%
Third six weeks	15.96	100.00%	17.64	100.00%	18.32	100.0%	21.93	99.8%	22.37	98.4%
Fourth six weeks	19.22	100.00%	17.22	99.79%	19.96	100.0%	22.00	100.0%	24.50	100.0%
Fifth six weeks	22.59	100.00%	15.21	100.00%	17.11	100.0%	19.96	100.0%	22.79	99.2%
Sixth six weeks	16.52	100.00%	19.36	100.00%	20.53	100.0%	15.15	100.0%	26.91	97.9%
Yearly Average	17.54	99.67%	17.67	99.93%	18.17	100.0%	20.06	99.9%	24.90	99.3%
Coastal Alternative Program										
First six weeks	1.00	92.90%	1.40	95.45%	2.73	79.8%	3.86	87.8%	5.14	74.2%
Second six weeks	1.58	78.85%	2.52	66.25%	3.07	80.6%	5.04	82.9%	3.78	69.9%
Third six weeks	3.00	86.96%	11.08	72.48%	2.89	69.2%	6.67	74.6%	3.33	65.4%
Fourth six weeks	4.23	94.62%	11.12	66.90%	4.50	82.4%	7.84	66.4%	0.59	45.9%
Fifth six weeks	5.53	83.19%	9.41	63.50%	6.62	72.9%	9.00	64.3%	3.22	71.8%
Sixth six weeks	4.97	82.81%	6.38	73.33%	5.35	60.7%	8.44	61.5%	6.36	73.2%
Yearly Average	3.39	86.56%	6.99	72.99%	4.19	74.3%	6.81	72.9%	3.74	66.7%
DISTRICT TOTAL										
First six weeks	10592.08	92.00%	11378.39	94.65%	11564.69	94.9%	11494.86	95.3%	11695.20	95.2%
Second six weeks	10882.53	93.11%	11111.87	91.72%	11542.49	93.9%	11579.52	94.1%	11648.84	94.5%
Third six weeks	10871.84	93.07%	11211.07	93.00%	11483.09	92.7%	11495.14	93.1%	11426.65	93.0%
Fourth six weeks	10468.47	89.66%	11239.45	93.64%	11411.41	93.4%	11381.81	92.2%	11502.17	94.0%
Fifth six weeks	10898.67	93.43%	11248.94	93.83%	11463.78	93.5%	11407.69	92.2%	11418.21	93.7%
Sixth six weeks	10800.95	92.73%	11195.98	93.54%	11262.72	91.9%	11313.59	92.2%	11292.10	93.0%
Actual ADA for School Year	10752.42	92.33%	11230.95	93.40%	11454.70	93.4%	11445.44	93.2%	11497.20	93.9%
Projected ADA for School Year	*11400		*11200		*11800		*11900		*11900	

DICKINSON INDEPENDENT SCHOOL DISTRICT

AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:

The Monthly Tax Collection Report for May 2026 and year to date is attached.

Recommendation:

Information only.

Action Item: _____ Yes √ No

Tax Year	Adjusted Taxable Values	Tax Rate	Tax Levy	Current Year Taxes Collected	Current Year % Collected	Dickinson Independent School District Monthly Tax Collections Report Maintenance Operations and Interest Sinking								
2025	\$6,524,745,643	\$1.142	\$74,512,595	\$70,862,331	95.10%									
2024	\$6,717,687,426	\$1.136	\$76,312,929	\$74,848,126	98.08%									
2023	\$6,192,588,390	\$1.178	\$72,948,691	\$71,429,308	97.92%									
2022	\$6,425,908,920	\$1.294	\$83,151,261	\$81,255,889	97.72%									
2021	\$5,715,025,955	\$1.312	\$74,981,141	\$73,510,035	98.04%									
2025 Tax Year	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Totals:	% To Total
Current Year Tax	Pending Billing	\$283,661	\$3,443,748	\$29,805,043	\$20,848,770	\$14,312,706	\$916,201	\$837,171	\$415,031				\$70,862,331	
YTD % Collected	0.00%	0.38%	5.00%	45.00%	72.98%	92.19%	93.42%	94.54%	95.10%	95.10%	95.10%	95.10%	95.10%	95.10%
Prior Years Tax	\$76,670	\$295,000	\$71,816	\$104,540	-\$45,451	\$194,532	-\$44,394	\$134,082	\$58,407				\$845,202	
Subtotal Taxes	\$76,670	\$578,662	\$3,515,564	\$29,909,583	\$20,803,319	\$14,507,237	\$871,807	\$971,252	\$473,437	\$0	\$0	\$0	\$71,707,533	96.24%
Penalty & Interest	\$45,093	\$101,800	\$19,311	\$28,771	\$31,480	\$132,308	\$106,456	\$154,845	\$71,932				\$691,996	
Total Taxes & P&I	\$121,763	\$680,462	\$3,534,875	\$29,938,354	\$20,834,798	\$14,639,545	\$978,264	\$1,126,098	\$545,370	\$0	\$0	\$0	\$72,399,529	97.16%
Attorney Fees	\$39,667	\$88,844	\$14,547	\$22,409	\$20,689	\$52,532	\$14,896	\$62,658	\$19,578				\$335,818	
Total Collections	\$161,429	\$769,306	\$3,549,422	\$29,960,762	\$20,855,487	\$14,692,077	\$993,160	\$1,188,755	\$564,948	\$0	\$0	\$0	\$72,735,347	N/A
2024 Tax Year	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Totals:	% To Total
Current Year Tax	Pending Billing	\$1,008,961	\$4,160,211	\$30,273,360	\$25,182,086	\$10,298,945	\$1,020,459	\$1,089,228	\$543,641	\$469,157	\$453,478	\$348,601	\$74,848,126	
YTD % Collected	0.00%	1.32%	6.77%	46.44%	79.44%	92.94%	94.28%	95.70%	96.41%	97.03%	97.62%	98.08%	98.08%	98.08%
Prior Years Tax	\$308,143	\$42,975	\$255,418	\$92,092	\$93,948	\$22,642	\$8,352	\$61,996	-\$48,917	\$21,128	\$77,918	\$42,489	\$978,184	
Subtotal Taxes	\$308,143	\$1,051,936	\$4,415,629	\$30,365,452	\$25,276,034	\$10,321,586	\$1,028,811	\$1,151,224	\$494,724	\$490,285	\$531,397	\$391,090	\$75,826,310	99.36%
Penalty & Interest	\$80,787	\$50,584	\$36,820	\$28,243	\$39,685	\$81,267	\$82,171	\$99,039	\$53,617	\$51,187	\$105,858	\$56,890	\$766,149	
Total Taxes & P&I	\$388,930	\$1,102,520	\$4,452,449	\$30,393,695	\$25,315,719	\$10,402,854	\$1,110,981	\$1,250,263	\$548,341	\$541,472	\$637,254	\$447,981	\$76,592,459	100.37%
Attorney Fees	\$82,803	\$46,296	\$30,428	\$25,275	\$25,696	\$19,053	\$19,912	\$24,641	\$18,992	\$12,694	\$76,489	\$50,672	\$432,953	
Total Collections	\$471,734	\$1,148,816	\$4,482,877	\$30,418,970	\$25,341,415	\$10,421,907	\$1,130,894	\$1,274,904	\$567,333	\$554,167	\$713,744	\$498,653	\$77,025,412	N/A
2023 Tax Year	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Totals:	% To Total
Current Year Tax	Pending Billing	\$346,649	\$4,201,147	\$10,690,333	\$43,704,416	\$9,237,281	\$821,637	\$693,793	\$417,791	\$660,870	\$439,143	\$216,247	\$71,429,308	
YTD % Collected	0.00%	0.48%	6.23%	20.89%	80.80%	93.46%	94.59%	95.54%	96.11%	97.02%	97.62%	97.92%	97.92%	97.92%
Prior Years Tax	\$142,604	\$124,455	\$79,328	\$99,097	\$117,632	-\$317,660	\$5,285	\$37,637	\$36,518	\$59,955	\$61,384	\$24,711	\$470,948	
Subtotal Taxes	\$142,604	\$471,103	\$4,280,476	\$10,789,431	\$43,822,048	\$8,919,621	\$826,923	\$731,429	\$454,310	\$720,826	\$500,527	\$240,958	\$71,900,255	98.56%
Penalty & Interest	\$29,785	\$49,310	\$33,568	\$23,906	\$37,414	\$65,942	\$78,589	\$62,681	\$61,992	\$93,847	\$66,719	\$54,699	\$658,452	
Total Taxes & P&I	\$172,390	\$520,413	\$4,314,043	\$10,813,336	\$43,859,463	\$8,985,563	\$905,511	\$794,111	\$516,302	\$814,673	\$567,246	\$295,657	\$72,558,708	99.47%
Attorney Fees	\$24,342	\$40,901	\$19,529	\$20,430	\$18,526	\$26,759	\$24,840	\$18,574	\$15,472	\$25,671	\$46,337	\$44,769	\$326,150	
Total Collections	\$196,731	\$561,314	\$4,333,573	\$10,833,766	\$43,877,989	\$9,012,322	\$930,351	\$812,685	\$531,774	\$840,344	\$613,583	\$340,426	\$72,884,857	N/A
2022 Tax Year	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Totals:	% To Total
Current Year Tax	Pending Billing	\$596,358	\$4,347,285	\$14,001,873	\$45,222,484	\$12,213,284	\$1,302,975	\$728,414	\$799,984	\$1,089,117	\$484,760	\$469,356	\$81,255,889	
YTD % Collected	0.00%	0.72%	5.95%	22.78%	77.17%	91.86%	93.43%	94.30%	95.26%	96.57%	97.16%	97.72%	97.72%	97.72%
Prior Years Tax	\$153,260	\$29,557	\$47,929	\$75,934	\$99,395	\$100,283	\$71,407	\$51,012	\$21,329	\$55,885	\$34,958	\$39,149	\$780,098	
Subtotal Taxes	\$153,260	\$625,915	\$4,395,215	\$14,077,806	\$45,321,879	\$12,313,567	\$1,374,382	\$779,426	\$821,313	\$1,145,002	\$519,718	\$508,505	\$82,035,987	98.66%
Penalty & Interest	\$38,472	\$32,224	\$19,037	\$19,655	\$25,336	\$145,626	\$101,723	\$67,653	\$64,845	\$70,246	\$47,543	\$60,367	\$692,728	
Total Taxes & P&I	\$191,732	\$658,140	\$4,414,252	\$14,097,461	\$45,347,215	\$12,459,193	\$1,476,105	\$847,079	\$886,158	\$1,215,248	\$567,260	\$568,873	\$82,728,715	99.49%
Attorney Fees	\$30,498	\$24,692	\$13,336	\$14,523	\$20,326	\$16,952	\$25,855	\$11,129	\$12,193	\$19,202	\$36,317	\$56,533	\$281,555	
Total Collections	\$222,229	\$682,832	\$4,427,588	\$14,111,984	\$45,367,541	\$12,476,145	\$1,501,960	\$858,208	\$898,350	\$1,234,450	\$603,577	\$625,406	\$83,010,271	N/A
2021 Tax Year	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Totals:	% To Total
Current Year Tax	Pending Billing	\$1,088,340	\$3,747,145	\$31,980,110	\$22,328,154	\$10,529,093	\$939,131	\$675,619	\$544,593	\$936,072	\$399,801	\$341,977	\$73,510,035	
YTD % Collected	0.00%	1.45%	6.45%	49.10%	78.88%	92.92%	94.17%	95.07%	95.80%	97.05%	97.58%	98.04%	98.04%	98.04%
Prior Years Tax	\$62,609	\$122,577	\$73,266	\$68,898	-\$73,715	\$36,019	-\$162,238	\$69,695	\$54,029	\$80,337	\$23,741	\$116,144	\$471,363	
Subtotal Taxes	\$62,609	\$1,210,917	\$3,820,410	\$32,049,008	\$22,254,439	\$10,565,113	\$776,893	\$745,315	\$598,622	\$1,016,409	\$423,542	\$458,121	\$73,981,398	98.67%
Penalty & Interest	\$35,037	\$47,711	\$23,970	\$21,093	\$30,931	\$99,484	\$102,498	\$80,760	\$63,253	\$83,954	\$45,385	\$57,409	\$691,483	
Total Taxes & P&I	\$97,645	\$1,258,628	\$3,844,380	\$32,070,101	\$22,285,370	\$10,664,596	\$879,391	\$826,074	\$661,875	\$1,100,363	\$468,927	\$515,530	\$74,672,881	99.59%
Attorney Fees	\$18,740	\$40,603	\$19,699	\$12,771	\$22,513	\$18,718	\$20,894	\$19,397	\$18,459	\$16,588	\$36,275	\$50,519	\$295,177	
Total Collections	\$116,385	\$1,299,231	\$3,864,080	\$32,082,872	\$22,307,883	\$10,683,314	\$900,285	\$845,471	\$680,334	\$1,116,952	\$505,202	\$566,049	\$74,968,058	N/A

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: UIL Course Exemptions

Agenda Item: Lindsey Suarez

Background Information:

Advanced courses are exempt from TEC §33.081 (“No Pass No Play”). For 2026-27, the exempt courses include:

- **Advanced Placement** – all AP courses in English, Mathematics, Science, Social Studies, Economics, Fine Arts, and Languages other than English
- **Dual Credit** – all Dual Credit courses in English, Mathematics, Science, Social Studies, Economics, and Languages other than English
- **Dual Enrollment (UT)** – All OnRamps courses including OnRamps Algebra II, OnRamps Pre-Calculus, OnRamps Earth, Wind & Fire
- **English** – Honors English I, Honors English II, STEAM/Honors 7th grade English Language Arts, STEAM/Honors 8th grade English Language Arts
- **Mathematics** – Honors Algebra I, Honors Geometry, Honors Algebra II, Honors Pre-Calculus, Pre-Calculus, STEAM/Honors 7th grade Math (Pre-Algebra), STEAM/Honors 8th grade Math, STEAM/Honors Algebra I (8th grade)
- **Science** – Honors Biology, Honors Chemistry, Honors Physics, Honors Anatomy and Physiology, STEAM/Honors 7th grade Science, STEAM/Honors 8th grade Science, STEAM/Honors Integrated Physics and Chemistry (IPC)
- **Social Studies** – Honors World Geography, Honors World History, STEAM/Honors 7th grade Social Studies, STEAM/Honors 8th grade Social Studies
- **Foreign Language** – Honors French, Honors French Literature, Honors Spanish

Recommendation:

The Superintendent and Executive Director of Teaching and Learning recommend the board approve the UIL Course Exemptions.

Action Item: √ Yes No

Motion made by

seconded by

vote

Meeting Date: July 20, 2026

Item Title: University of Houston Clear Lake Guaranteed Admission

Agenda Item: Lindsey Suarez

Background Information:

A copy of the University of Houston Clear Lake (UHCL) Memorandum of Understanding (MOU) for Guaranteed Admission is attached. This program will result in DISD students being granted automatic admission to UHCL if they:

- Maintain a cumulative 2.75 GPA (unweighted) or higher.
- Complete any additional program-specific requirements, including but not limited to standardized test scores (if applicable).
- Submit an application for admission no later than the deadline posted on the UHCL website.

Recommendation:

The Superintendent and Executive Director of Teaching and Learning recommend approval of the UHCL MOU.

Action Item: √ Yes No

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

MEMORANDUM OF UNDERSTANDING (MOU)

RE: Guaranteed Admission Program

[UHCL Logo] [Dickinson Independent School District Logo]

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between Dickinson Independent School District (hereinafter referred to as "Dickinson ISD") and the University of Houston–Clear Lake (hereinafter referred to as "UHCL"), and Dickinson ISD and UHCL collectively, the “Partners”. This MOU is intended to outline the framework for a Guaranteed Admission Program (GAP) for students who meet the academic and program-specific criteria set forth by both institutions.

PURPOSE

The purpose of this MOU is to establish the terms and conditions for the Guaranteed Admission Program to UHCL for students of Dickinson ISD who meet the required criteria for admission.

TERMS AND CONDITIONS

Eligibility Criteria for Guaranteed Admission:

To be eligible for guaranteed admission to UHCL, students must:

- Maintain a cumulative 2.75 GPA (unweighted) or higher.
- Complete any additional program-specific requirements, including but not limited to standardized test scores (if applicable).
- Submit an application for admission no later than the deadline posted on the UHCL website.

ADMISSION PROCESS:

Students *who* meet the eligibility criteria at the beginning of their senior year, based on the data provided by Dickinson ISD, will receive an offer for guaranteed admission to UHCL prior to applying, provided the student maintains the minimum required GPA and satisfies all admission requirements at the time of application.

Students must apply to UHCL by the application deadline posted on the UHCL website to formalize their acceptance under this program.

The decision to admit will be subject to all stated conditions mentioned and the availability of space in the desired program (if applicable).

PUBLICITY:

Notwithstanding any prior written agreements between any of the parties hereto, Partners agree that each of the other parties to this MOU may use the other parties' names, logos, or likenesses for the purposes of advertising and marketing, subject to prior written consent of the parties. All rights in such names, logos, and likenesses shall remain the exclusive properties of the respective entities holding such marks. Nothing in this section shall be construed to give the other parties license to use the intellectual property of the entity holding such marks.

DURATION OF AGREEMENT:

This MOU will commence on the date of final signature and remain in effect until terminated by either party as provided herein. This MOU may be amended by written agreement provided by all parties. The Partners reserve the right to terminate this MOU for any reason or no reason, without penalty by providing written notice to the other parties at least 30 days prior to the date of termination. Termination will not affect delivery of educational services during the semester in which the notice of termination is given.

RESPONSIBILITIES OF DICKINSON ISD

Promotion:

Promote Guaranteed Admissions Program to students and parents and families.

Data Sharing:

Dickinson ISD will share student information with UHCL for the sole purpose of administering the Guaranteed Admission Program to be delivered via file transfer over SFTP.

Such information will be limited to the minimum necessary to identify and contact eligible students and will be disclosed in accordance with applicable student privacy laws, including FERPA.

UHCL agrees to use student data received from Dickinson ISD for purposes of this program, not to redisclose the information, and to maintain appropriate administrative, technical, and physical safeguards to protect the data. UHCL shall not retain student data longer than necessary to fulfill the purposes of this MOU and shall securely destroy such data upon request or termination of this agreement.

Support:

Provide recruitment opportunities and support for UHCL admissions counselors to connect with students and parents as needed.

RESPONSIBILITIES OF UHCL

Admission Decision:

Guarantee conditional admission to students who meet UHCL's established criteria, complete required application materials, and continue to satisfy admission requirements at the time of application.

Outreach:

Once UHCL receives student data from Dickinson ISD, UHCL will reach out to all eligible students to inform them of Guaranteed Admission and the necessary steps to attend UHCL. Students who express interest are required to complete a UHCL admissions application. Once the student has submitted the application and been admitted, a formal acceptance letter with steps to enroll at UHCL will be sent to the student.

FERPA AND DATA SHARING

Dickinson ISD is aware that once a student is registered in coursework at UHCL, he/she is under the post-secondary rules of the Family Educational Rights and Privacy Act ("FERPA"), and Dickinson ISD and UHCL will not release students' UHCL records to parents or legal guardians without a student's Authorization to Release Student Records allowing such disclosure. Dickinson ISD and UHCL acknowledge that Dickinson ISD may release Dickinson ISD FERPA protected information to the parent or legal guardian if requested. Notwithstanding any obligation imposed on any party under this MOU, no party shall be obligated to perform if performance would result in a violation of any law, including but not limited to FERPA.

SIGNATURES

IN WITNESS WHEREOF, each of the parties hereto has caused the MOU to be executed on its behalf by its duly authorized representative.

For Dickinson Independent School District:

Signature: _____

Name: _____

Title: _____

Date: _____

For University of Houston–Clear Lake:

Signature: _____

Name: Ann E. Theodori, Ed. D.

Title: Vice President, SEM

Date: _____

APPENDIX

Programs with Secondary Admissions Requirements

Aerospace Engineering program/ Mechanical Engineering, BS program

Class Rank	SAT	SAT EBRW (Reading & Writing)	ACT, Composite	ACT, English	ACT, Math
Top 10%	No Min	No Min	No Min	No Min	No Min
11% - 25%	1120	560	22	22	23
26% - 50%	1170	580	24	23	24
51% - 75%	1210	580	25	23	26
All Others	1250	580	260	23	28
Students without a class rank or test scores will be reviewed based on CGPA:					
High School CGPA of 3.25 and higher – Direct Admission into Aerospace Engineering, BS program/ Mechanical Engineering, BS program					
High School CGPA of below 3.24 – Students who meet UHCL regular admission criteria can be admitted as pre-engineering.					

Recommended preparation courses for Aerospace Engineering include completion of the following either in high school or through dual credit:

- Precalculus (MATH 2412) and/or Calculus (MATH 2413)

Social Work B.S.W

Admission to the University of Houston–Clear Lake does not constitute admission to the Bachelor of Social Work program. Students may indicate Social Work as an intended major upon enrollment; however, formal admission to the BSW program requires completion of a secondary application and satisfaction of all program-specific criteria following initial enrollment at UHCL, as outlined on the official program website.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Policy Update 127

Agenda Item: Robert Cobb

Background Information:

Policy Update 127 includes changes to the following (LOCAL) policies:

BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL

CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS

DC(LOCAL): EMPLOYMENT PRACTICES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

DP(LOCAL): PERSONNEL POSITIONS

DPA(LOCAL): PERSONNEL POSITIONS - PRINCIPALS

DPB(LOCAL): PERSONNEL POSITIONS - OTHER PERSONNEL POSITIONS

EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS

FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY

Recommendation:

The Superintendent and Executive Director for Student Support Services recommend the board add, revise, or delete (LOCAL) policies as offered by TASB Policy Service for consideration and according to the Instruction Sheet for TASB Localized Policy Manual Update 127.

Action Item: √ Yes No

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

Explanatory Notes

TASB Localized Policy Manual Update 127

Dickinson ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

All changes to the legal framework provided in this update are currently effective unless otherwise indicated in the explanatory note for that code.

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions throughout the A-F Performance Ratings section of this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Citations have been updated in accordance with redesignated Administrative Code rules.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. This legislation repealed some provisions and amended others.

BAA(LEGAL)

BOARD LEGAL STATUS: POWERS AND DUTIES

An obsolete cross-reference has been deleted at Discretionary Powers and Duties.

BDAE(LEGAL)

OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF DEPOSITORY

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

BDF(LEGAL)

BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

BJA(LEGAL)

SUPERINTENDENT: QUALIFICATIONS AND DUTIES

A cross-reference has been updated due to recoding material in the DP series of policies.

BJCF(LOCAL)

SUPERINTENDENT: NONRENEWAL

Recommended revisions to this local policy on nonrenewal of a superintendent align with language at DFBB(LOCAL) relating to accommodations of disability and the addition of two nonrenewal reasons included in Update 126 that were related to Senate Bill 12 from the 89th Legislature.

CAA(LOCAL)

FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

A cross-reference in the Note has been updated to reflect changes to the DH series of policies, which are described in more detail below.

CBB(LEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Federal Acquisition Regulation has increased the micro-purchase threshold limit to \$15,000 and increased the simplified acquisition threshold to \$350,000. The language under Procurement Methods has been adjusted accordingly.

Explanatory Notes

TASB Localized Policy Manual Update 127

Dickinson ISD

CE(LEGAL)

ANNUAL OPERATING BUDGET

Revisions at Authorized Expenditures are due to House Bill 8 from the Second Special Session of the 89th Legislature. Section 3.006 of the bill amends Education Code 45.105(c-1).

CFB(LOCAL)

ACCOUNTING: INVENTORIES

As of July 1, 2025, [TEA](#) increased the capitalization threshold to \$10,000 to align with changes to the federal definition of equipment. The [Financial Accountability System Resource Guide](#) (FASRG) is in the process of being updated to reflect this change to rule 1.2.4.3 Capitalization of Assets.

Our records indicate that the district's capitalization threshold in CFB(LOCAL) is less than \$10,000. Districts may continue to use the lower threshold; however, if, after consultation with your auditor and other advisors, your district wishes to increase the threshold, please contact your policy consultant for assistance with updates.

CHE(LEGAL)

PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

Citations in the Required Contract Provisions section relating to Energy Companies have been updated after redesignation of the material by House Bill 4595 and to correct a typographical error.

CKEA(LEGAL)

SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Substantive revisions are due to rule changes. For readability, additional margin notes have been included. A note has been added under the Required Policies section to point the reader to TCOLE model policies and forms available on the TCOLE website.

CKEB(LEGAL)

SECURITY PERSONNEL: SCHOOL MARSHALS

The citation has been corrected at Fit for Duty Review.

CMD(LEGAL)

EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

19 Administrative Code 67.1001(e) has been amended. On page 4, the list at Permitted Expenditures adds items to implement Senate Bill 13 from the 89th Texas Legislature by updating the allowable expenditures from a district's instructional materials and technology allotment.

CNC(LEGAL)

TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Language has been added from the Texas Administrative Code. The amended provisions regarding safety standards changed requirements that were once placed on manufacturers of school buses to now be requirements for school districts. The citation to the Transportation Code has been removed, as it is not necessary.

COA(LEGAL)

FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

A citation has been corrected at Procurement Training.

CPC(LEGAL)

OFFICE MANAGEMENT: RECORDS MANAGEMENT

13 Administrative Code 7.125 has been repealed, and separate rules for each retention schedule have been adopted. Citations relating to the TSLAC Retention Schedules have been updated accordingly.

Explanatory Notes

TASB Localized Policy Manual Update 127

Dickinson ISD

CQA(LEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The Required Website Postings section has been revised to reflect new statutory and rule requirements for postings, and the format has been modified to provide a clear citation to each requirement. The Note preceding the list has been revised to provide information regarding why the requirements are posted in the order that has been chosen by TASB.

D(LEGAL)

PERSONNEL

Restructuring of codes in the DH section and the DP section necessitates an update to the D section table of contents.

DC(LEGAL)

EMPLOYMENT PRACTICES

A cross-reference in the Employment Policies section has been updated to reflect changes to the DP series of policies.

DC(LOCAL)

EMPLOYMENT PRACTICES

The cross-reference at Employment Assistance Prohibited has been updated to reflect changes to the DH series of policies. Standard policy language at BJA(LOCAL) notes that the superintendent may delegate responsibilities to other employees of the district but shall remain accountable to the board for the performance of all duties, delegated or otherwise. For this reason, TASB recommends removing "or designee" from the Posting Vacancies section.

DCA(LEGAL)

EMPLOYMENT PRACTICES: PROBATIONARY CONTRACTS

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DEAA(LEGAL)

COMPENSATION PLAN: INCENTIVES AND STIPENDS

House Bill 2, Article 2.20(b) from the 89th Legislature repealed Education Code 48.114 effective September 1, 2026. TASB has opted to include this repeal with Update 127, as it will be the Update closest in time to the effective date.

DF(LEGAL)

TERMINATION OF EMPLOYMENT

The cross-reference at Report to Superintendent has been updated to reflect changes to the DP series of policies. We have also updated the cross-reference at Prohibited Classroom Instruction to reflect policy EMB.

DFBA(LEGAL)

TERM CONTRACTS: SUSPENSION/TERMINATION DURING CONTRACT

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DFE(LEGAL)

TERMINATION OF EMPLOYMENT: RESIGNATION

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

Explanatory Notes

TASB Localized Policy Manual Update 127

Dickinson ISD

DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

Because DHA(LEGAL) has been created to focus on educator ethics, the section by that name has been deleted from this code. In addition, the Duty to Report section of this legal framework has been bolstered with additional text around the duty to report child abuse or neglect.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

The two cross-references to DH(EXHIBIT) have been revised to reflect changes to the DH series of policies, which are described in more detail below.

DH(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT

This exhibit is being deleted from the manual, and the Educators' Code of Ethics is being recoded to DHA(LEGAL).

DHA(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: EDUCATOR CODE OF ETHICS

This new legal framework has been created to house information relating to the Educators' Code of Ethics. This material has been recoded to clarify that elements 3.8 and 3.9 of the Code of Ethics now form the basis of the reporting requirements for educator misconduct that changed during the 89th Legislature. Prior to Update 127, the Educators' Code of Ethics was housed as an exhibit to the manual at DH(EXHIBIT). Because the definitions relating to inappropriate communication and boundaries are from the Code of Ethics, they are now in this new legal framework.

DHB(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO STATE BOARD FOR EDUCATOR CERTIFICATION

The cross-reference at Deadline to Report After Termination or Resignation has been updated to reflect changes to the DP series of policies.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

The cross-reference at Deadline to Report has been updated to reflect changes to the DP series of policies. A citation has been corrected in the Contents of Report section.

DK(LEGAL) ASSIGNMENT AND SCHEDULES

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DP(LEGAL) PERSONNEL POSITIONS

Material at DP(LEGAL) is being recoded to DPA, regarding principals, and DPB, regarding other personnel positions, as the requirements specific to principals have expanded sufficiently to warrant a separate legal framework.

Explanatory Notes

TASB Localized Policy Manual Update 127

Dickinson ISD

DP(LOCAL) PERSONNEL POSITIONS

To accommodate the restructuring of the DP series due to the requirements specific to principals, this local policy is recommended for deletion. Materials regarding principal qualifications have been moved to a new code at DPA(LOCAL), and the language relating to school counselors has been moved to DPB(LOCAL).

DPA(LEGAL) PERSONNEL POSITIONS: PRINCIPALS

Information relating to principals previously found at DP has been relocated to this new code. In addition, a note relating to the requirement to report child abuse or neglect has been added so all reporting requirements for principals are housed in one location for clarity.

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

This new code specifically related to principals now houses principal qualification language that was previously at DP(LOCAL). Minor revisions have been made to the text at Qualifications to align with the model job description provided by TASB HR Services. Any posting for a principal position would, at minimum, include the items provided in this list. Other qualifications may be included as provided by the last item in the list.

DPB(LEGAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

All information previously at DP(LEGAL) that is not related to principals (now at DPA) and substitutes (now at DPC) has been moved to this legal framework. The School Psychological Services section has been amended to reflect changes in 22 Administrative Code 465.38(b)-(c).

DPB(LOCAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

This new policy now houses text relating to school counselors that was previously at DP(LOCAL).

DPC(LEGAL) PERSONNEL POSITIONS: SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

This new legal framework now houses information formerly in DPB(LEGAL) relating to substitute positions.

EB(LEGAL) SCHOOL YEAR

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

EEB(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

EFA(LEGAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Substantive revisions are due to amendments to 19 Administrative Code 67.1501 and 67.1502 regarding TEA standards for review of instructional materials. Additional revisions have been made for organization and to margin notes to improve clarity and readability.

Explanatory Notes

TASB Localized Policy Manual Update 127

Dickinson ISD

EHAC(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)

Changes to this policy regarding course offerings in grades 9-12 were needed after amendments to 19 Administrative Code 74.3. Citations have also been updated to conform with the new amendments.

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Revisions to this legal framework are due to amendments to 19 Administrative Code 89.1.

EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Recommended changes at Identification Criteria are the result of amendments to 19 Administrative Code 89.1.

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

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. Please note that the English II end-of-course (EOC) assessment is still a requirement for the 2026 and 2027 graduating classes.

EHDD(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

The FAST Program section has been revised due to amendments to 19 Administrative Code 13.503(a)-(b). Deletions throughout are due to repealed provisions from the Administrative Code.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Revisions throughout this legal framework are due to changes from House Bill 8 from the Second Special Session of the 89th Legislature.

FA(LEGAL) PARENT RIGHTS AND RESPONSIBILITIES

A section prohibiting infringement on parental rights has been added after voters approved Senate Joint Resolution 34 from the 89th Legislature.

FED(LEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT

Changes regarding sanctions as they relate to truancy prevention measures are due to revisions at 19 Administrative Code 129.1047.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

13 Administrative Code 7.125, which contained all the TSLAC retention schedules, was repealed and replaced with 13 Administrative Code 7.126-.137. Each rule now contains a single retention schedule. The Records of Public School Districts schedule is now located at 13 Administrative Code 7.131. The revision at Records in the section on the Maintenance and Administration of Epinephrine Delivery Systems reflects this change. Related revisions also appear in CPC(LEGAL).

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

The cross-reference in the Exception: Court Order section has been updated to reflect changes to the DP series of policies.

Explanatory Notes

TASB Localized Policy Manual Update 127

Dickinson ISD

FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

The definition of misconduct has been amended to include provisions from Senate Bill 571 from the 89th Legislative Session. The misconduct definition has also been reformatted to improve readability.

FM(LEGAL) STUDENT ACTIVITIES

In the Limits on Participation and Practice section, "one activity" has been revised to "two activities" due to amendments to 19 Administrative Code 76.1001(d).

FOA(LEGAL) STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER

At Appeals, a citation error has been corrected, and margin notes have been added to assist with clarity and readability.

GKA(LEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

A citation in the Tobacco and E-Cigarettes section has been updated after 20 U.S.C. 7183 was redesignated to 20 U.S.C. 7973.

GKD(LEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

Substantial revisions have been made regarding Facilities Use by Religious Organizations based on Senate Bill 2986 from the 89th Legislature.

GNC(LEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

19 Administrative Code 9.141-9.144, 9.146, and 9.147 have been repealed, which led to substantive changes to this legal framework. Provisions that are duplicative of those in EHDD(LEGAL) have been deleted.



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

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

Note: While the annotation software competently identifies simple changes, large or complicated changes — as in an extensive rewrite — may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, [with or without reasonable accommodation](#).
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
27. [Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. \[See EMB\]](#)

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~27-29.~~ Any reason constituting good cause for terminating the contract during its term.

**Notice of Proposed
Nonrenewal**

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
 - for Board members — BBF
 - for employees — ~~DH~~DHA
- Financial conflicts of interest:
 - for public officials — BBFA
 - for all employees — DBD
 - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

**Fraud and Financial
Impropriety**

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

**Financial Controls
and Oversight**

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

	law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.
<i>Protection from Retaliation</i>	Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]
Fraud Investigations	In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.
Response	If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration. If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor. When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds. The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.
Federal Awards Disclosure	In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]
Analysis of Fraud	After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent ~~or designee~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL). The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and ~~DH~~ (EXHIBIT DHA(LEGAL) for the Educators' Code of Ethics.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See ~~DH~~(~~EXHIBIT~~DHA(~~LEGAL~~)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see ~~DH(EXHIBIT~~~~DHA~~(LEGAL))], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Prohibited Diversity, Equity, and Inclusion Duties

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

Tobacco and Nicotine Products and E-Cigarettes

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,
Convictions, and
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

In addition to the minimal certification requirement, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

PERSONNEL POSITIONS
PRINCIPALS

DPA
(LOCAL)

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

PERSONNEL POSITIONS
OTHER PERSONNEL POSITIONS

DPB
(LOCAL)

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and
Identification
Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification
Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

*Selection Matrix
or Threshold
System*

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement
Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing [for](#) and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

**Community
Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's ~~alleged~~:

1. ~~Alleged~~ abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. ~~Involvement in or soliciting~~ a romantic relationship, or soliciting or engaging in sexual contact, ~~with a student~~;
3. ~~Engaging in inappropriate communications with a student~~; or
- ~~4.~~ ~~Failing to maintain appropriate boundaries~~ with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Approve Renewal of Property & Casualty Insurance Policies

Agenda Item: Ryan Boone

Background Information:

The Property & Casualty Insurance policies will renew on September 1, 2026, and are secured through a purchasing cooperative vendor, McGriff-MMA. After conducting a thorough review of the global insurance marketplace, the renewal premium rate will decrease and certain deductibles will decrease. The renewal premium includes the addition of more than \$100 Million of newly constructed structures.

The Auto and Liability Insurance renewals are secured via interlocal agreement with TASB. TASB's overall pricing has increased primarily due to the addition of new vehicles. The renewal coverage includes broad Cyber/Data Breach coverage and Violent Acts/Active Assailant coverage. Also, the Crime Insurance limit has been increased substantially. The District's Insurance Advisor (McGriff) has reviewed the proposals and renewals options, as recommended:

	<u>Company Name:</u>	<u>2026 Premiums:</u>	<u>2025 Premiums:</u>
Property/Windstorm Insurance	McGriff/Berkshire & Others	\$3,257,055	\$3,410,559
NFIP Flood Insurance (estimate*)	McGriff/NFIP/FEMA	\$ 183,000	\$ 183,000
Casualty/Liability Insurance:			
Equipment Breakdown Insurance	McGriff/Liberty Mutual	Included	Included
General Liability	TASB	Incl. in SPL	Incl. In SPL
Cyber Liability	TASB	\$ 8,000	\$ 8,000
School Professional Liability	TASB	\$ 77,448	\$ 70,259
Automobile/Bus Fleet Insurance	TASB	\$ 162,595	\$ 141,319
Crime/Dishonesty Insurance	McGriff/Travelers	\$ 7,109	\$ 4,552
Total Cost for Property & Casualty/Auto/Liability Insurance:		\$3,695,207	\$3,817,689

All Insurance Policies are for the term of September 1, 2026 to August 31, 2027.

Recommendation:

The Superintendent, Chief of Finance and Operations, and Coordinator of Purchasing recommend Board approval of the insurance policies as shown above.

Action Item: Yes XX No

Motion made by: **seconded by** **vote**

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 20, 2026

Item Title: 2026-2027 Operating Budget and Set Budget Hearing Date

Agenda Item: Ryan Boone

Background Information:

Administration has continued to work on the 2026-2027 district operating budget. Administration proposes that the Board consider finalizing the planning process and moving forward with approval of the 2026-2027 operating budget.

Recommendation:

The Superintendent, Chief Business and Operations Officer, Executive Director of Business Services and Executive Director of Payroll recommend administration be instructed to proceed with preparation for the budget hearing and approval of the final detailed budget as provided in the Texas Education Code Chapter 44. Administration further recommends that the Budget Hearing be set for August 24, 2026 at 6:30 p.m.

Action Item: ☒ Yes ☐ No

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

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 20, 2026

Item Title: Approval of Agenda Item A-G

Agenda Item: Dr. Rebecca Brown

Background Information:

Agenda Items:

- A. Quarterly Investment Report
- B. JJAEP MOU
- C. TLC Day MOU
- D. Detention and TLC Residential MOU
- E. CAP MOU
- F. 2026-2027 Student Code of Conduct
- G. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-G.

Action Item: √ Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026
Item Title: Quarterly Investment Report
Agenda Item: Ryan Boone / Kelly Logsdon
Background Information:

Attached is the quarterly investment report for March 1, 2026 through May 31, 2026 and comparison data for prior years.

Recommendation:

The Superintendent, Chief for Business and Operations and the Executive Director of Business Operations recommend approval of the quarterly investment report for March 1, 2026 through May 31, 2026.

Action Item: √ Yes No

DICKINSON INDEPENDENT SCHOOL DISTRICT

Quarterly Investment Report

March 1, 2026 - May 31, 2026

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



Ryan Boone
Deputy Superintendent for Business & Operations



Kelly Logsdon
Executive Director of Business Services



Leslie Hudson
Executive Director of Payroll



Laura Lambert
Senior Accountant

Dickinson Independent School District
Investments by Government Pools
OPERATING

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Logic	5,150,414	5,172,244	5,192,776	17,273,054	17,329,715	17,380,327	17,436,231	17,490,399	11,536,017			
Texas Class	3,002,502	3,009,349	3,027,442	12,044,043	12,099,384	8,632,893	8,660,622	1,173,708	1,177,449			
Gulf Coast EFCU	5,604,142	5,677,448	5,693,690	5,941,838	5,993,739	5,993,739	6,012,489	6,050,859	6,062,580			
Texas Range	1,305,049	1,305,070	1,316,635	1,380,289	1,384,819	1,388,003	1,388,013	1,388,023	1,388,033			
Texas FIT	434	436	438	96,844	3,100,631	11,125,729	7,558,415	7,583,279	7,608,697			
Total	15,062,541	15,164,547	15,230,981	36,736,068	39,908,288	44,520,691	41,055,770	33,686,268	27,772,776	0	0	0
Net Change	-11,459,947	102,006	66,434	21,505,087	3,172,220	4,612,403	-3,464,921	-7,369,502	-5,913,492	0	0	0

Monthly Interest Earned by Government Pool													
Pool	September	October	November	December	January	February	March	April	May	June	July	August	Total
Logic	22,055	21,830	20,532	57,777	56,661	50,612	55,904	54,169	45,618				385,158
Texas Class	5,819	12,848	12,092	30,612	55,341	33,509	27,729	13,085	3,741				194,776
Gulf Coast EFCU	0	73,307	16,242	0	49,571	0	21,080	38,370	11,712				210,282
Texas Range	5,040	21	11,565	4,652	4,530	3,185	10	10	10				29,023
Texas FIT	422	2	2	309	3,787	25,096	32,686	24,864	24,419				111,587
Total	33,336	108,008	60,433	93,350	169,890	112,402	137,409	130,498	85,500	0	0	0	930,826

Investment Holdings						
Pool	Settlement Day	Description	Maturity Date	Rate	Investment Amount	Estimated Value at Maturity
Texas FIT	2/26/26	TERM	8/17/26	3.7600%	5,000,000	5,090,137
Gulf Coast EFCU	5/6/26	12 month super jumbo cd #23	5/6/27	3.8000%	3,065,084	3,181,557
Gulf Coast EFCU	3/5/26	12 month super jumbo cd #21	3/5/27	3.6000%	2,988,937	3,096,538
Texas Range	2/26/26	TERM	7/26/26	3.7300%	1,384,819	1,406,188
Total					12,438,840	12,774,420

**Dickinson Independent School District
Ten Year Balance History
OPERATING**

Year	Cash Balance											
	September	October	November	December	January	February	March	April	May	June	July	August
2016-17	45,375,666	43,431,962	49,417,925	50,435,468	52,461,542	60,498,394	53,529,331	50,551,891	46,633,422	43,664,587	42,738,360	43,780,279
2017-18	48,798,756	48,844,463	49,870,305	54,895,049	60,931,901	61,045,981	61,097,442	58,211,038	52,278,091	47,337,052	47,699,614	47,798,402
2018-19	48,850,615	51,322,653	49,424,925	49,577,250	58,615,471	66,723,974	61,851,069	55,958,121	54,093,282	54,191,449	51,801,768	53,705,255
2019-20	60,888,636	60,012,550	53,703,105	59,432,691	69,487,534	75,855,044	69,727,150	63,806,409	56,704,668	53,727,163	49,747,402	47,867,920
2020-21	53,739,783	56,849,350	54,915,997	50,921,104	65,940,917	71,802,263	62,956,494	56,970,934	53,975,862	48,977,167	45,997,208	45,907,822
2021-22	45,798,755	41,818,996	44,825,184	41,826,337	56,340,645	62,345,147	57,357,687	46,374,414	46,392,180	43,410,477	37,431,833	34,657,889
2022-23	35,795,592	29,233,869	27,369,644	31,888,920	48,315,351	56,465,403	50,740,505	42,156,348	40,886,624	30,637,772	29,789,600	26,522,488
2023-24	27,064,164	25,272,149	24,547,402	24,665,695	30,399,862	35,269,229	34,907,283	26,812,859	23,991,064	18,189,749	16,305,367	13,291,606
2024-25	15,062,541	15,164,547	15,230,981	15,266,543	22,368,220	30,340,054	27,042,236	23,639,087	23,310,126	13,602,257	12,894,333	15,913,967
2025-26	15,062,541	15,164,547	15,230,981	36,736,068	39,908,288	44,520,691	41,055,770	33,686,268	27,772,776	0	0	0

Year	Interest Earned												
	September	October	November	December	January	February	March	April	May	June	July	August	Total
2016-17	27,873	56,292	22,719	17,517	26,072	36,854	32,414	22,559	81,532	31,166	75,553	43,414	473,965
2017-18	18,701	45,705	25,842	24,744	36,852	114,080	51,464	113,593	67,056	58,960	36,309	98,546	691,852
2018-19	52,213	51,496	102,270	152,248	38,219	108,503	127,096	107,053	135,158	98,168	110,320	103,487	1,186,231
2019-20	183,412	123,914	190,554	229,582	64,449	148,273	81,744	79,261	48,258	22,394	20,339	120,719	1,312,899
2020-21	71,663	109,596	66,647	5,107	19,813	3,727	11,850	14,442	11,662	1,315	20,041	941	336,804
2021-22	607	20,241	6,089	1,253	14,307	4,501	12,541	16,727	17,764	18,298	21,354	63,328	197,010
2022-23	37,703	43,680	35,775	29,274	116,431	150,053	175,102	217,193	232,974	51,149	153,038	134,264	1,376,636
2023-24	41,678	199,854	275,255	118,293	54,167	150,791	115,407	105,575	178,205	98,685	112,308	62,676	1,512,894
2024-25	33,336	108,008	60,433	35,562	101,676	71,832	119,960	96,850	60,181	19,066	112,076	19,634	838,614
2025-26	33,336	108,008	60,433	93,350	169,890	112,402	137,409	130,498	85,500	0	0	0	930,826

**Dickinson Independent School District
Investments by Government Pools
DEBT SERVICE**

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	632,107	633,548	637,358	5,166,028	24,235,729	6,658,271	6,679,658	7,200,567	7,223,520			
Texas Range	14,554,079	14,632,255	14,695,479	15,380,766	15,382,016	15,492,164	15,492,360	15,492,552	15,588,038			
Total	15,186,186	15,265,803	15,332,837	20,546,794	39,617,745	22,150,435	22,172,018	22,693,119	22,811,558	0	0	0
Net Change	-1,021,039	79,617	67,034	5,213,957	19,070,951	-17,467,310	21,583	521,101	118,439	0	0	0

Monthly Interest Earned by Government Pool													
Pool	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	2,735	2,705	2,546	12,456	52,761	18,642	21,387	20,909	22,953				157,094
Texas Range	89,264	78,176	63,224	1,283	1,250	110,147	197	192	95,486				439,219
Total	91,999	80,881	65,770	13,739	54,011	128,789	21,584	21,101	118,439	0	0	0	596,313

Investment Holdings						
Pool	Settlement Day	Description	Maturity Date	Rate	Investment Amount	Estimated Value at Maturity
Texas Range	2/17/26	TERM	7/9/26	3.6900%	5,430,715	5,508,676
Texas Range	2/26/26	TERM	8/19/26	3.7300%	5,000,000	5,090,440
Texas Range	5/13/26	TERM	5/5/27	3.9400%	5,095,289	5,291,643
Total					15,526,004	15,890,759

**Dickinson Independent School District
Ten Year Balance History
DEBT SERVICE**

Cash Balance												
Year	September	October	November	December	January	February	March	April	May	June	July	August
2016-17	8,800,969	8,232,509	8,395,035	14,153,316	21,118,977	15,030,408	16,043,182	16,056,998	16,071,682	16,038,748	9,902,306	10,504,567
2017-18	10,515,229	10,526,471	11,037,856	15,195,447	21,122,320	17,410,151	17,428,591	17,448,473	17,476,685	18,905,724	18,052,557	12,031,994
2018-19	12,053,324	12,650,208	13,661,610	15,676,395	25,517,327	15,284,969	16,313,373	16,341,893	16,370,722	16,380,746	16,545,345	10,814,880
2019-20	10,815,814	10,816,728	10,645,783	11,662,217	23,598,646	14,291,236	15,297,072	19,059,354	16,605,453	17,008,551	10,793,267	10,820,839
2020-21	10,820,918	10,906,499	11,903,157	13,903,344	22,716,559	17,116,740	17,120,978	19,121,459	19,122,035	19,126,457	12,027,471	12,027,546
2021-22	12,027,608	12,027,671	14,027,782	17,028,024	10,865,597	18,869,307	18,871,329	18,894,116	18,899,891	18,907,854	18,530,783	12,167,176
2022-23	12,174,626	13,595,423	13,604,981	19,623,777	32,143,094	21,802,190	18,896,886	21,631,445	21,667,616	22,704,564	22,569,213	16,207,225
2023-24	16,316,239	16,399,779	17,412,068	19,953,725	34,725,338	20,654,779	20,665,671	21,635,970	25,817,752	21,970,721	23,266,512	15,094,187
2024-25	15,186,186	15,265,803	15,332,837	24,899,626	38,016,276	22,950,036	22,980,582	23,010,241	23,131,016	25,167,432	24,886,473	16,462,421
2025-26	15,186,186	15,265,803	15,332,837	20,546,794	39,617,745	22,150,435	22,172,018	22,693,119	22,811,558	0	0	0

Interest Earned													
Year	September	October	November	December	January	February	March	April	May	June	July	August	Total
2016-17	4,940	5,987	5,589	8,281	13,448	10,354	12,774	13,816	14,684	14,851	15,798	10,233	130,755
2017-18	10,662	11,242	11,385	10,907	16,568	10,071	18,440	19,881	28,212	29,039	30,156	22,075	218,638
2018-19	21,330	9,629	11,402	14,784	30,627	85,283	28,403	28,520	28,828	10,023	15,648	135,150	419,627
2019-20	933	914	69,262	16,433	26,124	5,396	5,836	7,803	3,920	3,097	1,754	27,574	169,046
2020-21	79	85,131	108	186	2,910	2,525	2,068	2,546	3,117	4,422	320	74	103,486
2021-22	62	63	112	241	2,387	3,709	2,023	2,891	5,774	7,964	11,404	38,285	74,915
2022-23	7,449	20,797	9,558	18,796	54,242	149,539	92,962	34,560	36,170	36,949	202,722	35,426	699,170
2023-24	109,013	83,540	12,289	14,116	260,563	70,205	30,891	109,328	299,728	35,021	34,341	127,310	1,186,345
2024-25	91,999	80,881	65,770	66,789	105,601	136,412	30,547	29,660	123,874	36,416	207,992	9,075	985,016
2025-26	91,999	80,881	65,770	13,739	54,011	128,789	21,584	21,101	118,439	0	0	0	596,313

**Dickinson Independent School District
Investments by Government Pools
WORKERS' COMPENSATION**

Monthly Cash Balance By Government Pool

Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Range	3,153,477	3,153,520	3,179,455	3,327,862	3,334,845	3,351,618	3,351,634	3,351,650	3,346,533			
Total	3,153,477	3,153,520	3,179,455	3,327,862	3,334,845	3,351,618	3,351,634	3,351,650	3,346,533	0	0	0
Net Change	213,641	43	25,935	148,407	6,983	16,773	16	16	-5,117	0	0	0

Monthly Interest Earned by Government Pool

Pool	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Range	10,135	43	25,936	7,171	6,983	16,773	16	16	16				67,089
Total	10,135	43	25,936	7,171	6,983	16,773	16	16	16	0	0	0	67,089

Investment Holdings

Pool	Settlement Day	Description	Maturity Date	Rate	Investment Amount	Estimated Value at Maturity
Term	2/17/26	TERM	8/13/26	3.6900%	3,346,533	3,406,416
Total					3,346,533	3,406,416

**Dickinson Independent School District
Ten Year Balance History
WORKERS' COMPENSATION**

Cash Balance												
Year	September	October	November	December	January	February	March	April	May	June	July	August
2016-17	1,953,690	1,953,919	1,954,149	1,962,782	1,963,168	1,963,497	1,863,886	1,864,276	1,864,710	1,765,147	1,765,612	1,766,092
2017-18	1,705,608	1,706,052	1,606,422	1,606,830	1,557,269	1,557,640	1,558,099	1,558,589	1,559,114	1,572,723	1,573,193	1,573,672
2018-19	1,574,154	1,574,689	1,581,377	1,581,963	1,582,576	1,583,132	1,595,294	1,595,925	1,596,565	1,597,188	1,597,831	1,612,105
2019-20	2,312,870	2,316,310	2,316,726	2,330,027	2,330,434	2,339,937	2,341,045	2,341,158	2,341,227	2,347,204	2,347,257	2,347,303
2020-21	2,347,339	2,347,373	2,347,404	2,352,728	2,352,749	2,352,759	2,352,764	2,352,767	2,352,769	2,354,481	2,354,486	2,354,493
2021-22	2,354,501	2,354,510	2,354,521	2,354,531	2,354,541	2,354,562	2,355,624	2,355,700	2,355,860	2,360,743	2,363,737	2,368,002
2022-23	2,369,608	2,370,368	2,371,278	2,372,386	2,373,582	2,374,713	2,375,988	2,377,270	2,378,647	2,939,815	2,939,725	2,939,836
2023-24	2,939,846	2,939,857	2,939,868	2,998,421	2,998,425	2,998,430	3,032,534	3,032,534	3,082,432	3,095,090	3,099,063	3,143,342
2024-25	3,153,477	3,153,520	3,179,455	3,179,503	3,179,549	3,215,828	3,215,830	3,215,831	3,253,001	3,253,799	3,253,811	3,253,823
2025-26	3,153,477	3,153,520	3,179,455	3,327,862	3,334,845	3,351,618	3,351,634	3,351,650	3,346,533	0	0	0

Interest Earned													
Year	September	October	November	December	January	February	March	April	May	June	July	August	Total
2016-17	220	229	231	8,632	387	328	389	390	434	437	466	480	12,623
2017-18	9,516	444	370	408	439	371	460	490	525	13,610	470	479	27,582
2018-19	482	536	6,689	585	613	556	12,162	631	640	620	643	14,273	38,430
2019-20	765	3,439	415	13,301	408	9,502	1,108	114	69	5,977	53	45	35,196
2020-21	37	34	31	5,324	21	10	5	3	2	1,711	6	7	7,191
2021-22	8	10	11	11	10	21	1,062	76	160	4,883	2,994	4,265	13,511
2022-23	1,606	760	909	1,233	1,195	1,131	1,275	1,282	1,376	61,169	10	11	71,957
2023-24	10	11	11	58,553	4	4	34,104	0	49,897	12,658	3,973	44,279	203,504
2024-25	10,135	43	25,936	47	46	36,280	2	1	37,169	798	12	12	110,481
2025-26	10,135	43	25,936	7,171	6,983	16,773	16	16	16	0	0	0	67,089

**Dickinson Independent School District
Investments by Government Pools
STUDENT ACTIVITY**

Monthly Cash Balance By Government Pool

Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Range	167,465	168,177	176,486	177,083	177,664	178,183	178,757	179,885				
Total	167,465	168,177	176,486	177,083	177,664	178,183	178,757	179,885	0	0	0	0
Net Change	14,989	712	8,309	597	581	519	574	1,128	0	0	0	0

Monthly Interest Earned by Government Pool

Pool	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Range	722	712	671	597	581	520	573	572					4,948
Total	722	712	671	597	581	520	573	572	0	0	0	0	4,948

Investment Holdings

Pool	Settlement Day	Description	Maturity Date	Rate	Investment Amount	Estimated Value at Maturity
Total					0	0

**Dickinson Independent School District
Ten Year Balance History
STUDENT ACTIVITY**

Cash Balance												
Year	September	October	November	December	January	February	March	April	May	June	July	August
2016-17	86,104	86,132	86,160	86,194	86,233	86,270	86,316	86,366	86,423	86,485	86,556	86,630
2017-18	86,702	86,778	86,853	86,940	87,036	87,125	87,238	87,357	87,485	87,615	87,756	87,899
2018-19	88,043	88,203	88,363	88,535	88,714	88,877	89,060	89,238	89,418	89,595	89,777	89,942
2019-20	90,102	90,248	90,373	90,497	90,620	90,734	90,812	90,846	90,866	90,882	90,899	90,912
2020-21	90,923	90,933	90,942	90,950	90,956	90,959	90,960	90,961	90,962	90,963	90,965	90,967
2021-22	90,969	90,971	90,974	90,977	90,980	90,984	90,996	91,019	91,067	91,142	91,260	91,428
2022-23	91,609	91,837	92,110	152,468	152,469	152,470	152,471	152,472	152,473	152,474	152,475	152,476
2023-24	158,256	158,256	158,256	158,256	158,256	158,256	158,256	158,256	158,256	165,221	165,981	166,743
2024-25	167,465	168,177	168,848	169,527	170,183	170,771	171,417	172,044	172,690	173,317	173,969	174,621
2025-26	167,465	168,177	176,486	177,083	177,664	178,183	178,757	179,885	0	0	0	0

Interest Earned													
Year	September	October	November	December	January	February	March	April	May	June	July	August	Total
2016-17	27	28	28	33	39	37	46	50	56	63	71	73	551
2017-18	72	76	75	87	96	90	112	119	127	130	141	143	1,268
2018-19	144	160	160	172	180	163	182	178	180	175	182	166	2,042
2019-20	160	146	124	125	122	115	77	34	21	16	16	14	970
2020-21	11	10	9	8	6	3	1	1	1	1	2	2	55
2021-22	2	3	3	3	3	4	12	23	48	75	118	168	462
2022-23	181	228	273	235	1	1	1	1	1	1	1	1	925
2023-24	5,780	0	0	0	0	0	0	0	0	6,965	760	762	14,267
2024-25	722	712	671	679	657	588	646	627	646	627	652	652	7,879
2025-26	722	712	671	597	581	520	573	572	0	0	0	0	4,948

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

Monthly Cash Balance By Government Pool

Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	5,296,376	5,319,040	5,340,371	5,600,287	5,618,648	5,635,055	5,653,155	5,670,719	5,688,796			
Total	5,296,376	5,319,040	5,340,371	5,600,287	5,618,648	5,635,055	5,653,155	5,670,719	5,688,796	0	0	0
Net Change	-1,188,628	22,664	21,331	259,916	18,361	16,407	18,100	17,564	18,077	0	0	0

Monthly Interest Earned by Government Pool

Pool	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	22,919	22,664	21,331	18,844	18,361	16,406	18,100	17,564	18,077				174,266
Total	22,919	22,664	21,331	18,844	18,361	16,406	18,100	17,564	18,077	0	0	0	174,266

Investment Holdings

Pool	Settlement Day	Description	Maturity Date	Rate	Investment Amount	Estimated Value at Maturity
Total					0	0

**Dickinson Independent School District
Ten Year Balance History
FOOD NUTRITION SERVICES**

Cash Balance												
Year	September	October	November	December	January	February	March	April	May	June	July	August
2016-17	276,331	401,525	51,631	51,669	451,840	227,086	330,426	527,854	528,340	928,970	929,901	805,797
2017-18	496,433	396,891	747,489	748,379	749,366	750,297	751,412	1,278,277	1,080,225	1,082,143	1,084,194	1,036,252
2018-19	963,099	965,016	966,941	969,000	971,162	973,126	975,286	1,577,952	1,381,060	1,383,906	1,386,745	1,389,434
2019-20	1,041,607	1,043,455	1,045,118	1,247,057	1,249,021	1,250,775	1,252,330	1,253,459	1,254,263	1,254,590	1,055,276	855,525
2020-21	555,661	205,712	105,732	105,744	105,756	605,794	605,848	605,890	605,930	605,960	605,992	606,018
2021-22	606,040	606,063	606,089	606,125	2,106,256	2,106,454	2,106,966	3,607,992	3,610,484	3,612,151	3,618,956	3,625,998
2022-23	3,633,991	3,643,968	3,655,530	3,668,956	4,034,117	4,048,865	4,065,609	4,082,491	5,103,547	6,126,846	6,454,921	6,485,004
2023-24	5,512,750	5,037,900	5,061,081	5,085,098	5,109,011	5,131,258	5,155,062	5,178,048	5,201,903	5,225,094	5,249,256	5,273,457
2024-25	5,296,376	5,319,040	5,340,371	5,361,880	5,382,611	5,401,198	5,421,592	5,441,393	5,461,802	5,481,597	5,492,540	5,522,700
2025-26	5,296,376	5,319,040	5,340,371	5,600,287	5,618,648	5,635,055	5,653,155	5,670,719	5,688,796	0	0	0

Interest Earned													
Year	September	October	November	December	January	February	March	April	May	June	July	August	Total
2016-17	186	193	106	39	171	246	281	487	487	629	931	896	4,652
2017-18	635	458	598	891	987	930	1,115	1,865	1,948	1,917	2,051	2,058	15,453
2018-19	1,847	1,918	1,925	10,885	2,162	1,964	2,161	8,952	3,108	2,846	2,839	2,689	43,296
2019-20	2,172	1,848	1,663	1,939	1,964	1,754	5,273	1,129	804	607	406	248	19,807
2020-21	137	51	20	13	12	38	103	145	186	216	32	26	979
2021-22	22	22	27	36	131	199	511	1,027	2,492	3,437	5,035	8,576	21,515
2022-23	7,992	4,526	11,562	13,426	15,161	14,748	16,744	33,825	21,056	23,299	28,075	30,083	220,497
2023-24	27,747	25,150	23,181	24,017	23,913	22,247	23,804	22,987	23,855	23,191	24,162	24,201	288,455
2024-25	22,919	22,664	21,331	21,510	20,731	18,587	20,394	19,802	20,408	19,795	9,411	11,215	228,767
2025-26	22,919	22,664	21,331	18,844	18,361	16,406	18,100	17,564	18,077	0	0	0	174,266

**Dickinson Independent School District
Investments by Government Pools
BOND - 2020**

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Fit	2,874,495	2,635,089	2,603,710	0	0	0						
Total	2,874,495	2,635,089	2,603,710	0	0	0	0	0	0	0	0	0
Net Change	-18,444,238	-239,406	-31,379	0	0	0	0	0	0	0	0	0

Monthly Interest Earned by Government Pool													
Pool	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Fit	12,491	11,703	10,625	0	0	0							34,819
Total	12,491	11,703	10,625	0	0	0	0	0	0	0	0	0	34,819

Investment Holdings						
Pool	Settlement Day	Description	Maturity Date	Rate	Investment Amount	Estimated Value at Maturity
Total					0	0

**Dickinson Independent School District
Ten Year Balance History
BOND - 2020**

Cash Balance												
Year	September	October	November	December	January	February	March	April	May	June	July	August
2020-21	0	0	0	0	0	0	93,693,004	93,326,786	93,127,831	92,727,567	91,768,236	90,888,288
2021-22	90,102,507	89,956,233	89,538,966	89,021,958	88,953,225	81,107,922	79,506,746	77,285,578	74,527,123	70,347,134	70,166,299	63,340,222
2022-23	57,664,452	57,451,005	53,820,283	50,251,221	43,956,967	42,317,513	39,729,055	38,549,800	35,823,840	26,200,470	22,493,963	21,318,733
2023-24	19,142,679	15,850,044	13,864,497	12,187,439	12,250,324	6,171,579	6,292,341	4,532,602	4,153,572	1,818,867	1,550,967	2,872,325
2024-25	2,874,495	2,635,089	2,603,710	1,848,974	1,850,705	1,753,459	1,699,061	1,625,723	1,609,978	859,357	87,626	87,959
2025-26	2,874,495	2,635,089	2,603,710	0	0	0	0	0	0	0	0	0

Interest Earned													
Year	September	October	November	December	January	February	March	April	May	June	July	August	Total
2020-21	0	0	0	0	0	0	7,604	10,182	9,245	7,936	7,069	6,933	48,969
2021-22	5,619	5,286	5,438	8,118	11,367	10,001	15,340	21,744	39,625	53,794	86,731	122,588	385,651
2022-23	130,800	164,128	199,288	195,654	188,773	158,094	169,679	166,287	157,620	131,435	110,287	97,168	1,869,213
2023-24	92,978	79,029	68,722	63,248	57,730	72,028	29,529	20,463	20,446	13,273	7,793	8,588	533,827
2024-25	12,491	11,703	10,625	9,117	7,187	6,375	6,688	6,090	6,127	3,555	1,278	333	81,569
2025-26	12,491	11,703	10,625	0	0	0	0	0	0	0	0	0	34,819

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

**Dickinson Independent School District
Investments by Government Pools
BOND - 2023**

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas FIT	99,814,793	94,088,583	87,623,473	81,109,542	76,342,245	74,875,930	66,049,046	63,854,680	58,218,999			
Total	99,814,793	94,088,583	87,623,473	81,109,542	76,342,245	74,875,930	66,049,046	63,854,680	58,218,999	0	0	0
Net Change	-20,713,580	-5,726,210	-6,465,110	-6,513,931	-4,767,297	-1,466,315	-8,826,884	-2,194,366	-5,635,681	0	0	0

Monthly Interest Earned by Government Pool													
Pool	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas FIT	365,119	318,833	292,000	292,000	270,375	221,487	136,774	37,728	29,486				1,963,802
Total	365,119	318,833	292,000	292,000	270,375	221,487	136,774	37,728	29,486	0	0	0	1,963,802

Investment Holdings						
Pool	Settlement Day	Description	Maturity Date	Rate	Investment Amount	Estimated Value at Maturity
Texas FIT	3/5/26	TX Choice Pool	12/4/26	3.6900%	15,000,000	15,415,504
Texas FIT	3/25/26	TX Choice Pool	9/24/26	4.0000%	25,000,000	25,501,369
Texas FIT	3/24/26	TX Choice Pool	7/9/26	3.9200%	5,000,000	5,057,457
Texas FIT	2/18/26	TX Choice Pool	8/17/26	3.7600%	9,085,034	9,253,493
Total					54,085,034	55,227,823

**Dickinson Independent School District
Ten Year Balance History
BOND - 2023**

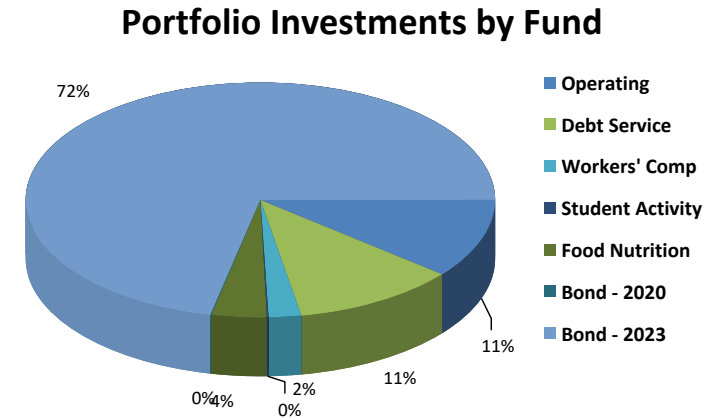
Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2021-22												
2022-23	0	0	0	0	0	0	0	0	0	0	0	120,528,373
2023-24	121,094,867	121,680,690	122,247,931	122,852,465	123,438,849	123,986,679	124,572,462	125,139,751	125,726,713	126,294,666	126,831,465	125,388,777
2024-25	110,310,286	110,340,035	110,482,271	124,830,303	125,033,092	123,299,776	122,563,478	120,819,408	118,366,694	113,732,584	109,410,827	104,353,389
2025-26	99,814,793	94,088,583	87,623,473	81,109,542	76,342,245	74,875,930	66,049,046	63,854,680	58,218,999	0	0	0

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2021-22	0	0	0	0	0	0	0	0	0	0	0	0	0
2022-23	0	0	0	0	0	0	0	0	0	0	0	528,373	528,373
2023-24	566,494	585,823	567,241	604,534	586,384	547,830	585,783	567,289	586,971	567,953	586,800	572,990	6,926,092
2024-25	479,639	473,850	513,246	507,612	486,363	433,230	468,301	440,708	445,163	422,187	416,143	401,637	5,488,079
2025-26	365,119	318,833	292,000	292,000	270,375	221,487	136,774	37,728	29,486	0	0	0	1,963,802

* August 3, 2023 received \$120,000,000 from bond sale

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

Portfolio Investments By Fund for 5 Years							
Year	Operating	Debt Service	Workers' Comp	Student Activity	Food Nutrition	Bond - 2020	Bond - 2023
2020-2021	45,907,822	12,027,546	2,354,493	90,967	606,018	90,888,288	0
2021-2022	34,657,889	12,167,176	2,368,002	91,428	3,625,998	63,340,222	0
2022-2023	26,522,488	16,207,225	2,939,836	152,476	6,485,004	21,318,733	120,528,373
2023-2024	13,291,606	15,094,187	3,143,342	166,743	5,273,457	2,872,325	125,388,777
2024-2025	15,913,967	16,462,421	3,253,823	174,621	5,522,700	87,959	104,353,389



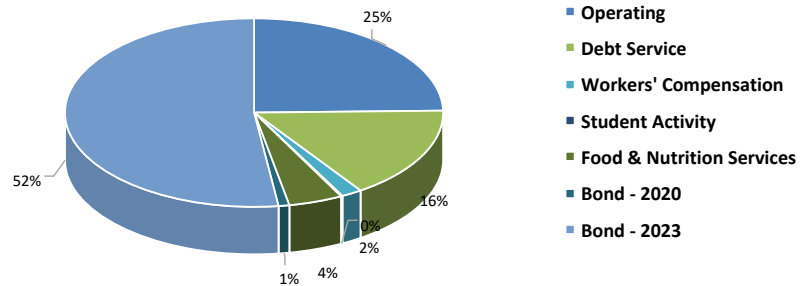
Monthly Cash Balance by Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Gulf Coast EFCU	5,604,142	5,677,448	5,693,690	5,941,838	5,993,739	5,993,739	6,012,489	6,050,859	6,062,580	0	0	0
Logic	5,150,414	5,172,244	5,192,776	17,273,054	17,329,715	17,380,327	17,436,231	17,490,399	11,536,017	0	0	0
Texas Class	8,930,985	8,961,937	9,005,171	22,810,358	41,953,761	20,926,219	20,993,435	14,044,994	14,089,765	0	0	0
Texas Range	19,180,070	19,259,022	19,368,055	20,266,000	20,279,344	20,409,968	20,410,764	20,412,110	20,322,604	0	0	0
Texas FIT	102,689,722	96,724,108	90,227,621	81,206,386	79,442,876	86,001,659	73,607,461	71,437,959	65,827,696	0	0	0
Total	141,555,333	135,794,759	129,487,313	147,497,636	164,999,435	150,711,912	138,460,380	129,436,321	117,838,662	0	0	0

Current Monthly Investment Holdings by Government Pool			
Fund	Investment Amount	Estimated Value at Maturity	Estimated Interest Earned
Operating	12,438,840	12,774,420	335,580
Debt Service	15,526,004	15,890,759	364,755
Workers' Comp	3,346,533	3,406,416	59,883
Student Activity	0	0	0
Food Nutrition	0	0	0
Bond - 2020	0	0	0
Bond - 2023	54,085,034	55,227,823	1,142,789
Total	85,396,411	87,299,418	1,903,007

Dickinson Independent School District
Interest Earned by Fund/Interest Earned by Government Pool
Fiscal Year 2025-2026

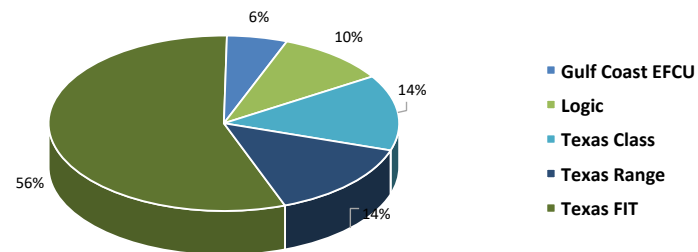
Annual Interest Earned by Fund	
Fund	Amount
Operating	930,826
Debt Service	596,313
Workers' Compensation	67,089
Student Activity	4,948
Food & Nutrition Services	174,266
Bond - 2020	34,819
Bond - 2023	1,963,802
Total	3,772,063

Annual Interest Earned by Fund



Monthly Interest Earned by Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Gulf Coast EFCU	0	73,307	16,242	0	49,571	0	21,080	38,370	11,712	0	0	0
Logic	22,055	21,830	20,532	57,777	56,661	50,612	55,904	54,169	45,618	0	0	0
Texas Class	31,473	38,217	35,969	61,912	126,463	68,557	67,216	51,558	44,771	0	0	0
Texas Range	105,161	78,952	101,396	13,703	13,344	130,625	796	790	95,512	0	0	0
Texas FIT	378,032	330,538	302,627	292,309	274,162	246,583	169,460	62,592	53,905	0	0	0
Total	536,721	542,844	476,766	425,701	520,201	496,377	314,456	207,479	251,518	0	0	0

Annual Interest Earned by Government Pool

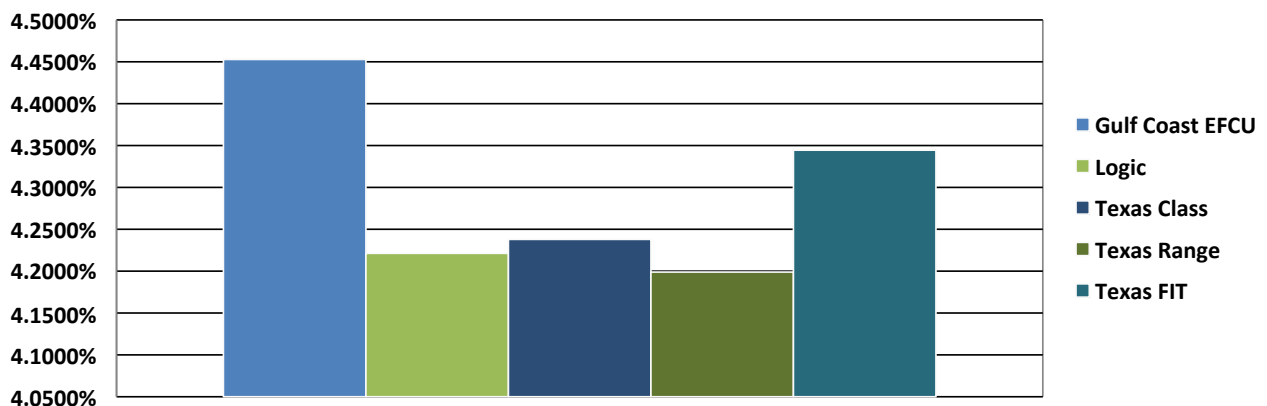


Dickinson Independent School District
Rate of Return by Fund/Rate of Return by Government Pool
Fiscal Year 2025–2026

Average Monthly Rate of Return by Fund		
Fund	Amount	Yield Rate
Operating	4.2911%	Variable
Debt Service	4.2184%	Variable
Workers' Compensation	4.1989%	Variable
Student Activity	4.1989%	Variable
Food & Nutrition Services	4.2379%	Variable
Bond - 2020	4.3444%	Variable
Bond - 2023	4.3444%	Variable

Average Monthly Rate of Return by Government Pool					
Month	Gulf Coast EFCU	Logic	Texas Class	Texas Range	Texas FIT
September	5.6000%	5.2340%	5.2917%	5.2800%	5.3000%
October	5.6000%	4.9905%	5.0420%	4.9300%	5.0700%
November	4.8000%	4.8298%	4.8835%	4.7200%	4.9600%
December	4.1250%	3.9519%	3.9690%	3.9800%	4.1800%
January	4.1250%	3.8625%	3.8545%	3.8600%	3.9700%
February	4.1250%	3.8077%	3.8020%	3.6900%	3.9100%
March	3.9000%	3.7875%	3.7762%	3.7900%	3.9100%
April	3.9000%	3.7798%	3.7747%	3.7900%	3.9000%
May	3.9000%	3.7475%	3.7477%	3.7500%	3.9000%
June					
July					
August					
Average	4.4528%	4.2212%	4.2379%	4.1989%	4.3444%

Average Rate of Return by Government Pool



DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Galveston County Juvenile Justice Alternative Education Program
Interlocal Agreement for 2026-2027

Agenda Item: Robert Cobb

Background Information:

A copy of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2026-2027 is attached for your review. There are no substantive changes from last year. This program is for students with mandatory expellable offenses.

Recommendation:

The Superintendent and Executive Director for Student Support Services recommend approval of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2026-2027.

Action Item: ☒ Yes ☐ No

COUNTY OF GALVESTON §

STATE OF TEXAS §

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

I. OPERATING POLICY

- 1.01 The Galveston County Juvenile Justice Alternative Education Program (GCJJAEP) shall be subject to a memorandum of understanding developed by the Board in cooperation with the Participating Districts and submitted to the Texas Juvenile Justice Department (TJJD) for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the Parties.

II. PURPOSE OF THE AGREEMENT

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

III. GOVERNANCE

- 3.01 The Governing Board of the GCJJAEP shall include:

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

Members: (each with one vote)

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

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

IV. DUTIES OF DISD

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

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

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

V. FINANCIAL OBLIGATIONS

- 5.01 The expenses of this program shall be covered pursuant to the Funding Parameters attached hereto as Exhibit "A" to this Agreement.
- 5.02 Nothing herein shall burden the Fiscal Agent, Galveston County, or any Participating District with the added expense necessary to address or accommodate any particular needs of special education students. The Fiscal Agent and the Participating District from which the student has been expelled will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the sending Participating District, which shall remain responsible for providing its students with a Free and Appropriate Public Education (FAPE) and which shall hold the Fiscal Agent harmless for the provision of such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable Participating Districts. All Parties shall endeavor to comply with each special education student's current Individual Education Plan (IEP) and to facilitate convening IEP meetings.
- 5.03 Each Participating District shall assume and incur any and all fees and costs, to include attorney's fees in the defense of a special education due process hearing or response to a complaint filed with the State or U.S. Department of Education, or any other litigation filed on behalf of a student with a disability expelled to the GCJJAEP by that Participating District. It is agreed and understood that the Participating District from which a student has been expelled remains at all times responsible for the provision of FAPE to students suspected of or having been identified as students with disabilities for purposes of the IDEA and Section 504 of the Rehabilitation Act.
- 5.04 Nothing herein shall burden the Fiscal Agent or any Participating District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. This program must be submitted to the TJJD for approval pursuant to Section 37.011 of the TEC, but should additional obligations be deemed required of the County and/or the Board for this program to fully qualify under the statute, the Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

VI. BUDGETING

- 6.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year. Such budget shall include, without limitation, fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD.
- 6.02 The Parties concur that regular education services will be delivered by five teachers employed by Dickinson ISD under agreements entitled: Agreement for Educational Services - Transforming Lives Cooperative Day Program 2026-2027; Agreement for Educational Services between Juvenile Board and DISD 2026-2027 School Year; JJAEP Interlocal Agreement and MOU 2026-2027 and, one assistant principal for the coordination of all education services. Total program instructional personnel costs consisting of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of an Assistant Principal, 1/3 of a clerical aid, and 1/5 of a district program administrator shall be included in the educational services budget for the GCJJAEP. Student/teacher ratios are to be maintained between 8 to 1 and 15 to 1. The Parties agree that one or more regular education teacher(s) may be employed by Dickinson ISD at the request of the GCJJAEP and the Galveston County Commissioners Court in the event that GCJJAEP enrollment necessitates the addition of one or more certified full time teacher(s) with all associated cost borne by the County of Galveston. The financial responsibility of each Participating District with regard to funding personnel and related costs is set forth in Exhibit "A" to this Agreement.
- 6.03 The budget may be amended with concurrence of the Districts and the Galveston County Juvenile Board if program needs change during the year. Nothing herein nor in any juvenile court order shall require the Fiscal Agent or the Galveston County Juvenile Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

VII. ACCOUNTABILITY/ATTENDANCE

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

- 7.02 Expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending Participating District of residence shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. In accordance with section 37.011(h) of the TEC, the students assigned to the GCJJAEP resulting from expulsion under Section 37.007(a), (d), or (e) of the TEC are funded through Galveston County TJJD and are ineligible for ADA accounting in the Participating District of residence.
- 7.03 Unexcused absences of GCJJAEP students subject to an Order of Juvenile Probation, who have been expelled by a Participating District on the basis of a mandatory offense as set forth in Chapter 37 of the Texas Education Code, will be handled through the Galveston County Juvenile Justice Department (Juvenile Justice Department). On the third consecutive day of unexcused absence from the GCJJAEP, the Juvenile Justice Department's Director of Juvenile Services (Director) or the Director's designee shall notify in writing the Participating District of student residence's Superintendent or designee of the student's absence from the program. In accordance with 37 Tex. Admin. Code Section 348.210(d)(3), a student on inactive status for 30 consecutive school days shall be withdrawn from the GCJJAEP immediately following expiration of the 30th consecutive school day, subject to any decision or action by the ARD committee should the student be identified as eligible for special education.
- 7.04 A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", as identified and set forth in Chapter 37 of the TEC, shall be reassigned to the sending district's alternative education program.
- 7.05 In the event a student assigned to the GCJJAEP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another school district, the student will remain the responsibility of the original Participating District until the registration/enrollment of the student in another district is completed.
- 7.06 A mandatory expulsion is one listed in TEC 37.007(a), (d), or (e), as amended.

VIII. COUNTY'S FINANCIAL OBLIGATIONS

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

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

IX. ADMINISTRATIVE RESPONSIBILITIES

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

X. LIABILITY/TERM

- 10.01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.
- 10.02 The term of this Agreement shall be for the 2026-2027 school year according to the school calendar of Dickinson ISD.

XI. MEMORANDUM OF UNDERSTANDING

The GCJJAEP Governing Board and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code (“TEC”), Section 37.010 (c) and (d), whereby it is agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program; and the Parties hereby initiate the following operating policy guidelines:

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

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

1. Mandatory expelled students under TEC section 37.007 (a), (d), or (e).
2. Students who are under the jurisdiction of the Juvenile Court and are not expelled may be court ordered to receive educational services in the GCJJAEP. A copy of the Court Order shall be provided to the student's home district in order to satisfy Texas Education Agency requirements.
3. Students expelled under TEC section 37.007 (a), (d) or (e) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County, providing that Galveston County Juvenile authorities have agreed to serve the student who resides in Harris County.
4. Students expelled under TEC section 37.0081 (felony offense in Title 5, Penal Code. Not included as a mandatory expulsion pursuant to 37.007 (a)).
5. Students expelled under TEC section 37.309 (removal of registered sex offenders).
6. If GCJJAEP is at capacity and unable to accept an eligible student, the referring district shall provide a virtual instructional option pursuant to TEC 37.0083, and then the student will be placed on a waiting list in the order received. As space becomes available, GCJJAEP will contact districts in order of the list. The district will then determine if placement is still required. If so, the student will be enrolled; if not, the next student on the list will be considered.

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

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

- D. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081 or applicable court order. The Participating District shall provide required notice not later than the second business day after the date an expulsion hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04. The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code. As required by TEC Section 37.010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion.
- E. If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation.
 - a. If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Student Code of Conduct. The Assistant District Attorney will request a court date as soon as practicable and the Court will be requested to consider the amendment of the Order.
 - b. If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct, subject to approval by the Juvenile Judge.
- F. If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision. If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval.
- G. Each Participating District will determine the length of time that each student will be enrolled at the JJAEP. Each Student will be assigned a program based on performance and behavior that includes earning points for expected behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the Participating District prior to a student being returned to that campus. Whenever possible, GCJJAEP will release the student at the end of the sending District's grading period. If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests. No student shall be released during the last week of the Participating District's semester.

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

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

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

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

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

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

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

11.06 **PLACEMENT OF STUDENTS WITH DISABILITIES.**

- A. The placement into the JJAEP of a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. Section 1400 et seq.), the IDEA's implementing federal regulations, and state law and regulations regarding the discipline of students with disabilities.
- B. A Participating District may expel a student who has been identified as an eligible student with a disability under the Individuals with Disabilities Education Act (IDEA) or a qualified student under Section 504 of the Rehabilitation Act of 1973 (504) only after (1) a duly constituted Admission Review and Dismissal (ARD) or 504 committee

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

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

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

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

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

- 11.14 **SEVERABILITY.** If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.
- 11.15 **TERM and EFFECTIVE DATE.** This Agreement is effective August 1, 2026, and shall remain in effect through July 31, 2027. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2026. In the absence of a revision, this Agreement shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify, or repeal the entire document or any portion thereof.

[Remainder of page intentionally left blank]

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS (10)**, as authorized by the County of Galveston by action of the Commissioners Court on the _____ day of _____, 2026, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2026, and by each of the other Participating Member Districts by action on dates as indicated below, to be effective the 1st day of August, 2026.

GALVESTON COUNTY COMMISSIONERS COURT

By: _____

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

By: _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

EXHIBIT "A"

GALVESTON COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (GCJJAEP)

FUNDING PARAMETERS

FUNDING:

1. For the 2026-2027 school year, the Galveston County Juvenile Justice Center will educate students residing in Participating Districts located within Galveston County who are expelled due to a mandatory expulsion or student placement pursuant to Texas Education Code (TEC) 37.0081(g) and TEC 37.309(b). Mandatory expulsions are defined as those expulsions for offenses described in Section 37.007 (a), (d), or (e) of the TEC, funded by the allocation to Galveston County from the State through the Texas Juvenile Justice Department (TJJD) for that purpose. The entire cost of educating students identified as having committed an offense specifically set forth in Section 37.007 (a), (d), or (e) of the TEC shall be solely borne by Galveston County. It is further agreed and understood that expelled students covered by this paragraph are ineligible to be counted, for purposes of student attendance accounting and corresponding funding, by their Participating District of residence.
2. The entire cost of educating students identified as having committed an offense specifically set forth in Sections 37.0081(g) and TEC 37.309(b)(1) of the TEC, or other discretionary placements, shall be solely borne by the Participating District of residence for such students.

Additional Considerations

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

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

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

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

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

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

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

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

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

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

9. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to (1) TEC section 37.0081 (Students found by the Participating District referring the student to have committed a felony offense identified under Title 5 of the Texas Penal Code), and (2) students expelled to the GCJJAEP pursuant to TEC section 37.309 (placement of registered sex offenders), provided space is available as determined by the GCJJAEP. Participating Districts shall reimburse Galveston County for the provision of services provided under this Agreement, and pursuant to 37.0081(g), the total reimbursement to the County by all Participating Districts shall not exceed actual costs incurred each instructional day per student during that period that the student is assigned to the GCJJAEP. It is agreed and understood that each Participating District shall be obligated to reimburse Galveston County in an amount proportionate to the number of students expelled from that Participating District pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309(b). Each Participating District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County not later than August 19, 2027.

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: The Transforming Lives Cooperative Day Program 2026-2027 MOU

Agenda Item: Robert Cobb

Background Information:

A copy of the Galveston County Transforming Lives Cooperative Day Program 2026-2027 is attached for your review. There are no substantive changes from last year.

Recommendation:

The Superintendent and Executive Director for Student Support Services recommend approval of the Galveston County Transforming Lives Cooperative Day Program 2026-2027 MOU.

Action Item: X Yes No

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

**Interlocal Cooperation Agreement and
Memorandum of Understanding for
the Provision of Educational Services for
The Transforming Lives Cooperative Day Program
(2026-2027)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2026, by, between, and among the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and each of the independent school districts participating in the Transforming Lives Cooperative Day Program (Districts).

1. RECITALS

1.01. The Board and the Districts are “local governments” and public education in the context contemplated herein is a “governmental function and service” as those terms are defined in the Interlocal Cooperation Act (the Act), codified as Chapter 791 of the Texas Government Code.

1.02. The Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually.

1.03. Pursuant to 152.0902, Human Resources Code, the Board controls and supervises each Galveston County facility (Facility) used for the detention facility located at 6101 Attwater Avenue, Texas City, Texas and is within the jurisdiction of DISD.

1.04. The Board has established a therapeutic day treatment program at the facility. The Districts, through their ADA reimbursement, and the Board, through its state grant, together will receive reimbursements from the state for 100% of the cost of the salaries paid to the instructional personnel assigned to the education program for youths in the Transforming Lives Cooperative Day Program (Program).

1.05. The Districts and the Board desire to provide an opportunity for youths under the jurisdiction of the juvenile courts to obtain teacher-directed instruction and assistance in course work including, but not limited to, reading, language arts, and mathematics (Educational Services).

1.06. The Districts and the Board concur that the educational component of the Transforming Lives Cooperative Day Program can be administered most efficiently at a centralized location within the geographic boundaries and education jurisdiction of the Dickinson Independent School District (DISD). The Parties desire to engage DISD to serve as Fiscal Agent for the Board and each of the Districts for the education of the students assigned to the Program.

1.07. As Fiscal Agent for education purposes, DISD shall function as agent for and on behalf of the Board and all the Districts. DISD shall administer the education program on a day-to-day basis in accordance with policies and procedures of the Transforming Lives Cooperative Day Program. Where such policies are silent, the Program shall be administered according to policies and procedures otherwise in effect within the DISD.

1.08. In addition to the educational services provided through the Program, the Parties are involved in providing educational services at the Jerry J. Esmond Juvenile Justice Center for youths in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the Juvenile Justice Alternative Education Program (JJAEP). This Agreement does not address the operation of the Residential Detention Program, the Transforming Lives Cooperative Residential Program, or the JJAEP, which are governed by separate agreements.

2. TERM; TERMINATION

2.01. The term of this Agreement shall begin on the effective date of this Agreement, and end on July 31, 2026, unless sooner terminated as provided in this Agreement.

2.02. A Party may cancel this Agreement:

- (1) for any reason or for no reason, by giving sixty (60) days' notice in writing to the other Parties; or
- (2) immediately upon delivery of written notification of termination, if the other Party (Parties) commits a material breach of this Agreement.

3. EDUCATIONAL SERVICES

3.01. Educational Services will be provided by DISD for youths in the Program, including special education students. Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost (of program services for all other participants) borne by the sending District. The sending District working in conjunction with the administrator of the Fiscal Agent shall mutually determine the method of service delivery. Programming of Educational Services shall comply with the requirements of the Texas Juvenile Justice Department and the rules and regulations pertaining to or regulating the provision of the Educational Services, including those now in effect or subsequently adopted.

3.02. Classes for the Program shall be conducted at the Jerry Esmond Juvenile Justice Center.

3.03. DISD shall provide for review of all available student education records and assessment records so that the appropriate educational services may be provided to youths in the Program. The Board shall assist DISD in obtaining the records in a timely manner. DISD shall communicate with the school District where a youth would ordinarily attend school if the youth was not under the jurisdiction of the juvenile courts (the "home school district") to:

- (1) clarify any questions that arise with regard to the provision of the Educational Services; and
- (2) facilitate re-entry to the home school district.

3.04. Prior to providing Educational Services to a special education or limited English proficient (LEP) student, DISD must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process, or parental consent. The Board shall obtain the necessary proofs of compliance.

3.05. Textbooks are to be provided at state expense through coordination with the state by DISD and the Board.

3.06. Galveston County, by and through its Commissioners Court, has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for the Program. Instructional personnel shall comply with Board procedures for the expenditures of these funds. DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by Galveston County for supplemental expenses, if any, without prior express Galveston County approval.

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

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

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

4. INSTRUCTIONAL PERSONNEL

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

2 teachers (one-half of salaries will be reimbursed by the Transforming Lives Cooperative Program)
1 Records Clerk Paraprofessional
1 Educational Records Secretary (one-third of salary will be reimbursed by the Transforming Lives Cooperative Program)
1 assistant principal (one-third of salary will be reimbursed by the Transforming Lives Cooperative Program)

Instructional personnel must meet DISD hiring requirements. At least one teacher assigned to the Program must be a certified teacher in accordance with certification requirements set forth by the Texas Education Agency (TEA). It is the intent of DISD and the Board that all teachers assigned to the program are certified teachers in accordance with certification requirements set forth by the TEA. The special education teacher will be

assigned to the Program as well as the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Instructional personnel are the same as, and not in addition to nor cumulative of, the instructional personnel in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Likewise, salary reimbursement is not in addition to nor cumulative of any reimbursement provided for in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Copies of the teaching certificates and qualifications of the personnel shall be made available to the Board upon request.

4.02. Instructional personnel shall be the employees of DISD, subject to the supervision and personnel policies of DISD. DISD shall determine the salary and benefits for the instructional personnel. The salaries and benefits shall be at a rate comparable to other teachers and teachers' aides employed by DISD.

4.03. Instructional personnel are also subject to all policies and rules of the Board pertaining to the operation of a Facility. If the performance of a teacher or teacher's aide disrupts the efficient operation of a program at a Facility, the Board may request the transfer of that teacher or teacher's aide, and DISD shall comply with the request and assign a different DISD employee to the facility, so long as such reassignment or termination is consistent with DISD Board Policy DK(Legal) and DK(Local) and the DF series of policies.

4.04. Instructional personnel shall be provided for each regularly scheduled school day. In the event an assigned teacher is absent, DISD shall provide for a substitute teacher who meets the minimum requirements for substitutes in the district.

4.05. Instructional personnel shall comply with the continuing education requirements of DISD and shall attend in-service education and other selected activities that upgrade instructional competency and provide training on special needs of students under the jurisdiction of the juvenile courts. DISD, not Galveston County or the Board, shall bear the cost of teacher training and in-service education.

5. ON-SITE ADMINISTRATOR

5.01. The Board's Deputy Director – Special Programs, who is a County employee, and an assistant principal shall serve as the on-site administrators for the instructional personnel. The on-site administrators are designated by the Board to act as its contact person with DISD for the administration of the Program. DISD's Alternative Education Coordinator is designated by DISD as its contact person for the Board in connection with the performance of this Agreement.

5.02. The on-site administrator shall:

- (1) monitor the instructional personnel's performance of its duties, including attendance and punctuality;
- (2) enforce facility rules applicable to instructional personnel; and

(3) confer with a member of the instructional staff or with the DISD Alternative Education Coordinator, as appropriate, if a member of the instructional personnel violates a rule or fails to meet expectations in an area.

6. RECORD KEEPING; DATA CONFIDENTIALITY

6.01. DISD, with the cooperation of the Board, shall maintain all enrollment, attendance, and other reports, records, and accounting required by TEA, the Texas Juvenile Justice Department, and other applicable state and federal agencies. DISD will make available to the Board records required to complete reports required by the Texas Juvenile Justice Department and other applicable state and federal agencies.

6.02. The Districts and the Board agree to abide by all applicable federal or state data privacy laws, rules, and regulations. The use or disclosure by any Party of confidential information concerning a youth eligible for or enrolled in a program for any purpose not directly connected with the administration of the programs is prohibited, except with the written consent of the youth, the youth's parent(s) or guardian, or the youth's attorney.

6.03. For purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the Program shall be reported as if the student was enrolled at the student's home campus in the student's regularly assigned education program, including a special education program where applicable. The participating home District of each student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home District.

7. FUNDING AND REIMBURSEMENT PROCEDURES

7.01. The Districts shall apply for all available funding reimbursements for the expenses of the program, including, but not limited to, funds based on ADA and, if appropriate, special education funds. The Districts application for funding shall be made to TEA and to any other agency with funding available for either or both of the programs.

7.02. All funds received, from whatever source, for the benefit of students in the Program shall be applied directly to the cost of operation of the Program. Expenditures of allocated funds must be in compliance with TEA policy, DISD business office guidelines, and County budgetary policy.

7.03. Nothing herein shall burden the Fiscal Agent, Galveston County, the Board, or any other participating school District with the added expense necessary to address or accommodate any particular needs of special education, education of the handicapped, accommodation of disability, or other special requirements unique to a particular student. Such services, cost(s) and expense shall remain the responsibility of the home school District or the responsible home District in which the student is or was last regularly enrolled prior to court order.

7.04. As Fiscal Agent, DISD shall prepare the Program budget; shall disburse Program funds applicable to Education Services; shall be responsible for educational personnel serving the campus and Program; shall maintain all educational records applicable to the

Program; shall correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with the administration and provision of Education Services.

7.05. Upon completion of the school year, DISD shall submit to each participating school District the name of the student, PIEMS number, and the total number of attendance days at the Program. All ADA funding entitlements generated by the student's placement in the Program shall be forwarded to DISD.

7.06. At the end of the school year the Board shall pay DISD for DISD's cost for the instructional personnel's salaries, health insurance, and Medicare benefits that is not reimbursed through ADA or other funding attributable to students in the program.

7.07. DISD shall submit an invoice for the Program to the Board at the end of the school year, detailing the amount owing by the Board under this Agreement. Each invoice must include:

- (1) the amount paid by DISD for each teacher and teacher's aide in salary, health insurance, and Medicare benefits;
- (2) the number of student days, number of students, and other information used by DISD in determining its ADA;
- (3) the amount of ADA reimbursement and other reimbursements, if any, received by DISD for that program; and
- (4) the total amount due from the Board.

7.08. On receipt of the invoice, the Board shall attempt to promptly verify the amount due and process the necessary paperwork for payment. Payment will be sent to:

DISD
PO Box Z
Dickinson, TX 77539
Attn: Assistant Superintendent for Business Services

8. NOTICE

8.01. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

to the Board at:

Glen R. Watson, Director – Juvenile Justice Department
Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue
Dickinson, TX 77539
Fax: (409) 770-5978

to DISD at:

Dr. Rebecca Brown, Superintendent
Dickinson Independent School District
P. O. Drawer Z
Dickinson, TX 77539
Fax: (281-229-6023

with a copy to:

Galveston County Judge
733 Moody, 2nd Floor
Galveston, TX 77550
Fax: (409) 770-5560

9. INDEPENDENT RELATIONSHIP

9.01. None of the provisions of the Agreement are intended to create, nor may be deemed to create, any relationship between the Board, the Districts, or Galveston County other than that of independent entities contracting with each other, or ratifying the agreement, solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties, and obligations under this Agreement, DISD is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered.

9.02. Nothing in this Agreement shall create any employer/employee or agency relationship among the Board, the Districts, or Galveston County. DISD instructional personnel are not entitled to any of the rights, privileges, or benefits of a County or Board employee, except as otherwise may be stated herein. County or Board employees are not entitled to any of the rights, privileges, or benefits of a DISD employee, except as otherwise may be stated herein.

10. ENTIRETY OF AGREEMENT AND MODIFICATION

10.01. This Agreement contains the entire agreement between the Parties relating to their rights and obligations under this Agreement. A prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect. A subsequent modification to this Agreement must be in writing, signed by the Party to be charged and expressly authorized by the governing body of the Party. An official representative, employee, or agent of Galveston County or the Board does not have authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Board.

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

11.01. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.02. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and as so modified, this Agreement shall continue in full force and effect.

12. MISCELLANEOUS

12.01. This Agreement is subject to the appropriation of funds by Galveston County, acting by and through its Commissioners Court and the approval of the budget for the Juvenile Justice Department by the Board for the current or any upcoming fiscal year. Nothing in this Agreement may be deemed to be binding on a future juvenile board. The failure of the County to appropriate monies for the Board's obligations under this Agreement will automatically result in the termination of this Agreement.

12.02. This Agreement is not assignable by either Party without the prior written consent of the other Party.

12.03. This Agreement is subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

12.04. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be exclusively in Galveston County.

12.05. Unless the context requires otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.06. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include both genders.

12.07. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

****The Rest of this Page is Intentionally Left Blank****

EXECUTED IN MULTIPLE ORIGINALS, as authorized by action of the Galveston County Juvenile Probation Board on the _____ day of _____, 2026, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2026, and by each of the other participating school districts by action on the dates indicated below, to be effective the first day of August, 2026.

GALVESTON COUNTY JUVENILE BOARD

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

(as Fiscal Agent and as a Participating District)

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 20, 2026

Item Title: Educational Services Agreement for Galveston County Detention and TLC Residential for 2026-2027

Agenda Item: Robert Cobb

Background Information:

A copy of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson Independent School District (2026-2027) is attached for your review. This agreement establishes a pass-through of ADA (Average Daily Attendance) funding from each district to Dickinson ISD (DISD). DISD uses this funding to provide educational services to students assigned by the Juvenile Court to the TLC-Day Program. The County of Galveston covers all remaining program costs.

Recommendation:

The Superintendent and Executive Director for Student Support Services recommend approval of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson Independent School District (2026-2027).

Action Item: √ Yes No

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

**Agreement for Educational Services
between
Galveston County Juvenile Probation Board
and
Dickinson Independent School District
(2026-2027)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2026, by and between the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and the DICKINSON INDEPENDENT SCHOOL DISTRICT (DISD).

1. RECITALS

1.01. Pursuant to 152.0902, Human Resources Code, the Board controls and supervises each Galveston County facility (Facility) used for the detention facility located at 6101 Attwater Avenue, Texas City, Texas and which is located within the jurisdiction of DISD.

1.02. Section 25.001, Texas Education Code, requires a school district to admit into the schools of the district a student who resides at a residential facility located in the district. Section 29.081, Texas Education Code, requires a school district to provide certain instruction to a student at risk of dropping out of school, including a student who resides in a detention facility in the district. DISD and the Board desire to provide an opportunity for youths under the jurisdiction of the juvenile courts to obtain teacher-directed instruction and assistance in course work, including, but not limited to, reading, language arts, and mathematics (Educational Services).

1.03. DISD will be reimbursed with state funds in accordance with its Average Daily Attendance (ADA) reimbursement formula, for a portion of its expense of administrative costs and for paying the salaries of the DISD teachers and aides (Instructional Personnel) assigned to the educational program for youths in residential detention (the Residential Detention Program") and/or residential placement (Transforming Lives Cooperative Program) (TLC). Galveston County, acting by and through its Commissioners Court, provides in its general budget fund for the payment of the remaining portion of the salary expense for the instructional personnel assigned to the Residential Detention Program.

1.04. In addition to the educational services provided through the Residential Detention Program and the TLC (these two programs being collectively referred to herein as the Programs), the Parties are involved in providing educational services at the Jerry Esmond Juvenile Justice Center for youths under the jurisdiction of the juvenile courts through a third program known as the Juvenile Justice Alternative Education Program (JJAEP) and a fourth program known as the Transforming Lives Cooperative Day Program. This Agreement does not address the operation of the JJAEP or the Transforming Lives Cooperative Day Program, which are governed by separate agreements.

2. TERM; TERMINATION

2.01. The term of this Agreement shall begin on the effective date of this Agreement, and end on July 31, 2027, unless sooner terminated as provided in this Agreement.

2.02. Either Party may terminate this Agreement:

(1) for any reason or for no reason, by giving sixty (60) days' notice in writing to the other Party; or

(2) immediately upon delivery of written notification of termination, if the other Party commits a material breach of this Agreement.

3. EDUCATIONAL SERVICES

3.01. Educational Services will be provided by DISD for youths in the Programs, including special education students. Programming of Educational Services shall comply with the requirements of the Texas Juvenile Justice Department and the rules and regulations pertaining to or regulating the provision of Educational Services, including those now in effect or subsequently adopted.

3.02. Classes for the Programs shall be conducted at the Jerry Esmond Juvenile Justice Center.

3.03. DISD shall provide for review of available student education records and assessment records so that the appropriate Educational Services may be provided to youths in the Programs. The Board shall assist DISD in obtaining the records in a timely manner. DISD shall communicate with the school district where a youth would ordinarily attend school if the youth was not under the jurisdiction of the juvenile courts (home school district) to:

(1) clarify any questions that arise with regard to the provision of the educational services; and

(2) facilitate re-entry to the home school district.

3.04. Prior to providing educational services to a special education or limited English proficient (LEP) student, DISD must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process, or parental consent. The Board shall obtain the necessary proofs of compliance.

3.05. Textbooks are to be provided at state expense through coordination with the state by DISD and the Board.

3.06. Galveston County has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for the Programs. Instructional personnel shall comply with Board procedures for the expenditures of these funds. DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by the County for supplemental expenses, if any, without express County approval.

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

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

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

4. INSTRUCTIONAL PERSONNEL

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

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

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

4.02. Instructional personnel shall be the employees of DISD, subject to the supervision and personnel policies of DISD. DISD shall determine the salary and benefits for the instructional personnel. The salaries and benefits shall be at a rate comparable to other teachers and teachers' aides employed by DISD.

4.03. Instructional personnel are also subject to all policies and rules of the Board pertaining to the operation of a facility. If the performance of a teacher or teacher's aide disrupts the efficient operation of a program at a facility, the Board may request the transfer of that teacher or teacher's aide, and DISD shall comply with the request and assign a different DISD employee to the facility, so long as such reassignment or termination is consistent with DISD Board Policy DK(Legal), Policy DK(Local), and the DF series of policies.

4.04. Instructional personnel shall be provided for each regularly scheduled school day. In the event an assigned teacher is absent, DISD may provide for a substitute teacher who meets the minimum requirements for substitutes in the district.

4.05. Instructional personnel shall comply with the continuing education requirements of DISD and shall attend in-service education and other selected activities that upgrade instructional competency and provide training on special needs of students under the jurisdiction of the juvenile courts. DISD, not the County or the Board, shall bear the cost of teacher training and in-service education.

5. ON-SITE ADMINISTRATOR

5.01. The Board's Deputy Director – Detention, Deputy-Director – Special Programs, who are County employees, and the designated assistant principal shall serve as the on-site administrators for the instructional personnel. The on-site administrators are designated by the Board to act as its contact person with DISD for the administration of the programs. DISD's Alternative Education Coordinator is designated by DISD as its contact person for the Board in connection with the performance of this Agreement.

5.02. The on-site administrators shall:

- (1) monitor the instructional personnel's performance of its duties, including attendance and punctuality;
- (2) enforce Facility rules applicable to instructional personnel; and
- (3) confer with a member of the instructional staff or with the DISD Alternative Education Coordinator, as appropriate, if a member of the instructional personnel violates a rule or fails to meet expectations in an area.

6. RECORD KEEPING; DATA CONFIDENTIALITY

6.01. DISD, with the cooperation of the Board, shall maintain all enrollment, attendance, and other reports, records, and accounting required by TEA, the Texas Juvenile Justice Department, and other applicable state and federal agencies. DISD will make available to the Board records required to complete reports required by the Texas Juvenile Justice Department and other applicable state and federal agencies.

6.02. DISD and the Board agree to abide by all applicable Federal or State data privacy laws, rules, and regulations. The use or disclosure by any Party of confidential information concerning a youth eligible for or enrolled in a program for any purpose not directly connected with the administration of the programs is prohibited, except with the written consent of the youth, the youth's parent(s) or guardian, or the youth's attorney.

6.03. After the second day of a youth's detention in the residential detention facility, the Board shall arrange for notification to DISD if the youth is likely to remain in detention for more than five days so that the necessary DISD enrollment for the residential detention program can take place; provided however, that the Board shall arrange for notification to DISD upon admission of a youth into the TLC, so that the necessary DISD enrollment for the TLC can take place.

7. FUNDING AND REIMBURSEMENT PROCEDURES

7.01. DISD shall apply for all available funding reimbursements for the expenses of the programs, including, but not limited to, funds based on ADA and, if appropriate, special education funds. DISD's application for funding shall be made to TEA and to any other agency with funding available for either or both of the programs.

7.02. All funds received, from whatever source, for the benefit of students in a program shall be applied directly to the cost of operation of that program. Expenditures of allocated funds must be in compliance with TEA policy, DISD business office guidelines, and County budgetary policy.

7.03. At the end of the school year the Board shall pay DISD for DISD's cost for the instructional personnel's salaries, health insurance, and Medicare benefits that is not reimbursed through ADA or other funding attributable to students in the Programs.

7.04. DISD shall submit an invoice for each Program to the Board at the end of the school year, detailing the amount owing by the Board under this Agreement. Each invoice must include:

- (1) the amount paid by DISD for each teacher and teacher's aide in salary, health insurance, and Medicare benefits;
- (2) the number of student days, number of students, and other information used by DISD in determining its ADA;
- (3) the amount of ADA reimbursement and other reimbursements, if any, received by DISD for that Program; and

(4) the total amount due from the Board.

7.05. On receipt of the invoice, the Board shall attempt to promptly verify the amount due and process the necessary paperwork for payment. Payment will be sent to:

DISD
PO Drawer Z
Dickinson, TX 77539
Attn: Assistant Superintendent for Administration

8. NOTICE

8.01. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

to the Board at:

Glen R. Watson, Director – Juvenile Justice Department
Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue
Dickinson, TX 77539
Fax: (409) 765-3188

to DISD at:

Rebecca Brown, Superintendent
Dickinson Independent School District
PO Drawer Z
Dickinson, TX 77539
Fax: (713) 534-6811

9. INDEPENDENT RELATIONSHIP

9.01. None of the provisions of the Agreement are intended to create, nor may be deemed to create, any relationship between the Board and DISD other than that of independent entities contracting with each other, or ratifying the agreement, solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties, and obligations under this Agreement, DISD is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered.

9.02. Nothing in this Agreement shall create any employer/employee or agency relationship among the Board and DISD. DISD instructional personnel are not entitled to any of the rights, privileges, or benefits of a County employee, except as otherwise may be stated herein. DISD or Galveston County employees at the Facility are not entitled to any of the rights, privileges, or benefits of a DISD employee, except as otherwise may be stated herein.

10. ENTIRETY OF AGREEMENT AND MODIFICATION

10.01. This Agreement contains the entire agreement between the Parties relating to their rights and obligations under this Agreement. A prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect. A subsequent modification to this Agreement must be in writing, signed by the party to be charged and expressly authorized by the governing body of the Party. An official representative, employee, or agent of Galveston County does not have authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Board.

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

11.01. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.02. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and as so modified, this Agreement shall continue in full force and effect.

12. MISCELLANEOUS

12.01. This Agreement is subject to the appropriation of funds by Galveston County, acting by and through its Commissioners Court and the approval of the budget for the Juvenile Justice Department by the Board for the current or any upcoming fiscal year. Nothing in this Agreement may be deemed to be binding on a future Juvenile Board. The failure to appropriate monies for the Board's obligations under this Agreement will automatically result in the termination of this Agreement.

12.02. This Agreement is not assignable by either Party without the prior written consent of the other Party.

12.03. This Agreement is subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

12.04. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be exclusively in Galveston County.

12.05. Unless the context requires otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.06. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include both genders.

12.07. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED to be effective as of the date set forth herein.

GALVESTON COUNTY JUVENILE PROBATION BOARD

By: _____
Honorable Kerri Foley, Chair, Galveston County Juvenile Board

DICKINSON INDEPENDENT SCHOOL DISTRICT

By: _____
Corey Magliolo, President, Board of Trustees

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Coastal Alternative Program (CAP) Memorandum of Understanding (MOU) for 2026-2027

Agenda Item: Robert Cobb

Background Information:

A copy of the CAP MOU for 2026-2027 is attached for your review.

Recommendation:

The Superintendent and Executive Director for Student Support Services recommend approval of the CAP MOU 2026-2027.

Action Item: X Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: 2026-2027 Student Code of Conduct

Agenda Item: Robert Cobb

Background Information:

The Board of Trustees must approve the Student Code of Conduct every year. Since this was not a legislative year, we have only changed the school year to 2026-2027.

Recommendation:

The Superintendent and Executive Director for Student Support Services recommend approval of the 2026-2027 Student Code of Conduct

Action Item: X Yes No



Student Code of Conduct 2026-2027

Mission Statement

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

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at www.dickinsonisd.org or call 281-229-6024.

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 Dickinson ISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect

during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

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

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

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

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

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

- Conduct that contains the elements of the offense of terroristic threat under [Penal Code 22.07](#);
- Conduct that contains the elements of the offense of unlawfully carrying weapons under [Penal Code 46.02](#);

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

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at <http://www.dickinsonisd.org/> and at http://www.dickinsonisd.org/page/pi.public_info.

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

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

The law enforcement duties of school resource officers are:

- a) conducting investigations of all criminal violations (with the exception of major criminal violations such as murder or sexual assault in which instance the Officers will assist the law enforcement agency with primary jurisdiction) occurring on DISD property or at DISD-sponsored or school-related activities, except at DISD Extracurricular Activities, on or off DISD property;
- b) patrolling the periphery of DISD campuses (up to and including 1000 feet beyond the real property boundary lines) for the purpose of controlling narcotic/alcohol sale and use, gang related activities and other crimes including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110;
- c) attending DISD sponsored or School Related Activities during school hours;
- d) working with faculty/administration/student body/parents to develop the necessary knowledge and skill required of such faculty/administration/student body/parents to detect the presence and dangers of narcotics and/or alcohol;
- e) acting as educational resources for the criminal justice system and its operation in society;
- f) establishing good rapport with students to establish a role model for good community/criminal justice system relationships;
- g) providing security on the various DISD campuses for prevention of theft, trespassing, and intrusion;
- h) responding to night and weekend calls when DISD buildings are found opened or unlawfully entered;
- i) reporting open and unlawfully entered DISD buildings to the prescribed personnel;
- j) acting as a liaison with public safety authorities on all matters affecting school security;
- k) consulting with DISD Administration on methods of increasing security in and around the remises of each school;
- l) assisting DISD Administration with enforcement of its written Student Code of Conduct adopted pursuant to law;
- m) investigating and participating in DISD's student disciplinary actions as reasonably necessary;
- n) complying with DISD's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing set forth in DISD Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County;
- o) upholding the laws of the State of Texas;
- p) preserving the peace within the Officer's jurisdiction by all lawful means;
- q) performing such other law enforcement duties as may be agreed upon by the Sheriff and DISD; and
- r) performing duties required of peace officers under Texas law.

The law enforcement duties of district security personnel are to monitor campus grounds and report suspicious activity or concerning behavior.

“Parent” Defined

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

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

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

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

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

Unauthorized Persons

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

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

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's 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 and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Code of Conduct.

General Conduct Violations

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

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. [See Placement and/or Expulsion for Certain Offenses for assault.]
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [See Glossary]
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See Glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. [See Glossary]

- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. [See Glossary]
- Coerce an individual to act through the use or threat of force.
- 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 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 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.
- Provide a liquid, food, or any substance that could potentially harm or injure another student.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, 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 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 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, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

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

Parental Involvement

The district has not adopted a policy for parental involvement in school disciplinary placements under [Education Code 37.0014](#).

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://pol.tasb.org/Policy/Code/498?filter=FNG>

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

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. This may only be used in extenuating circumstances and not used as a routine replacement for out-of-school suspension. The district shall maintain the information and documentation of each assignment to include the parent's or person's request and the reason for the parent's or person's unavailability.

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 5 and secondary classification shall be grades 6-12.

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

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

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the 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

In coordination with district practice and the Principal for Alternative Education, the CBC shall determine the duration of a student's placement in a DAEP.

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at

[https://pol.tasb.org/Policy/Download/498?filename=FOC\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/498?filename=FOC(LOCAL).pdf)

The decision to remove a student to a DAEP may be appealed to the Executive Director of Student Support Services or designee within two workdays after receipt of the written notice of removal. The decision of the Executive Director of Student Support Services shall be final.

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

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

A student placed 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 placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

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:

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

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on or off school property.

Under Federal Law

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

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

Under the Penal Code

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

- Burglary, robbery or aggravated robbery.
- Manslaughter.
- Criminally negligent homicide.
- 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 Student Support Services 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 Superintendent shall deliver to the juvenile court a copy of the expulsion order and the information required by [Section 52.04 of the Family Code](#).

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

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

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. 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:
 - (1) Knowing that it is within the limits of an incorporated city or town;
 - (2) Knowing that it is insured against damage or destruction;
 - (3) Knowing that it is subject to a mortgage or other security interest;
 - (4) Knowing that it is located on property belonging to another;
 - (5) Knowing that it has located within it property belonging to another; or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:

- a. Recklessly damaging or destroying a building belonging to another; or
- b. Recklessly causing another person to suffer bodily injury or death.

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

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

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

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

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

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

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

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

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

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

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

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

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by [Section 71.0021 of the Family Code](#).

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

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

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

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

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

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other

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

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

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

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

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

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

Such term does not include an antique firearm.

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

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

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another

student's physical or emotional health or safety, as defined in [Education Code 37.001\(b\)\(2\)](#); or

3. Conduct that is punishable as a crime under [Penal Code 42.07](#), including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
 - i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

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

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;

3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

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

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

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

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

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

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

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

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

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

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

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.

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 20, 2026

Item Title: Consent Agenda Items

Agenda Item: Dr. Rebecca Brown, Superintendent

Background Information:

The following items have been approved by review of the Board:

- Budget Amendments/Adjustments for June 4, 10, 24, and July 1, 2026
- New Hires for the Week of June 1, 2026
- New Hires for the Week of June 8, 2026
- MOU Between Gulf Coast Big Brother & Big Sisters and DISD
- MOU Between BACODA and DISD
- Dual Credit Instructional Agreement Between Galveston College and DISD
- June 1, 2026 Minutes
- New Hires for the Week of June 22, 2026
- New Hires for the Week of June 29, 2026
- Campus Fundraising Request-All Campuses 2026-2027

Recommendation:

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

Action Item: √ Yes No