Special

Monday, August 19, 2013 6:00 PM
Granbury ISD Board Room, 600 West Pearl St., Granbury, TX 76048, W Pearl St, Granbury, TX 76048

1. **Call to order - 6:00 PM - GISD Board Room**
2. **The Board at any time may convene in closed session under the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq.**
   a. Chapter 551.074 - Personnel
   1. Consider staff appointments
   b. Chapter 551.072 - Purchase, exchange, lease or value of real property
3. **Reconvene in open session**
4. **Moment of Silence/Invocation**
5. **Pledges - U.S. Flag & Texas Flag**
6. **Public comments/audience participation**
7. **Discussion/Action**
   a. Consider Consent Agenda Items
   1. Minutes of the 8-6-2013 Special Board Meeting
   b. Consider Adoption of an Order calling a Bond Election
   c. Consider Joint Election Agreement with Parker County for the November General & Special Election
   d. Consider Joint Election Agreement with Johnson County for the November General and Special Election
   e. Consider Joint Election Agreement with Somervell County for the November General and Special Election
   f. Consider GISD Student Code of Conduct 2013-14
8. **Reports**
   a. Superintendent's Report
   b. Bond Election Law & Ethics
9. **Consider action on items discussed in closed session**
   a. Consider staff appointments
   b. Consider purchase, exchange, lease or value of real property
10. **Adjourn**

GRANBURY ISD
BOARD OF TRUSTEES
OFFICIAL SPECIAL MEETING
MINUTES
August 6 2013

The Board of Trustees of the Granbury Independent School District convened in an official **SPECIAL** meeting on Monday, August 6, 2013 at 5:00 p.m. in the Board Room of the Administration Building, 600 West Pearl St., Granbury, Texas.

Presiding Officer .....Micky Shearon, President

Board Members Present

Nancy Alana
Mark Jackson
Wade Railsback
Don Walton
B.J. Wallace

Board Members Absent

Barbara Herrington

School Officials Present

Dr. James M. Largent, Superintendent
Carol Howard, Assistant Superintendent
Sharay Boynton, Executive Director of Finance
Tom Howard, Director of Human Resources
Amy Wood, Technology Director
Jeff Meador, Public Information Officer
Sandy Bruner, Recording Secretary

Others Present

School Employees
Media
Community Members

Meeting Called to Order

Micky Shearon, President, called the meeting to order at 6:02 p.m. and noted that a quorum of board members was present. The meeting was duly called and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Convened in Closed Session

No closed session needed.

Moment of Silence/Invocation

Micky Shearon led the invocation.

Pledge - U.S. Flag and Texas Flag

Micky Shearon led the Pledges.

Achievement Spotlight

None

Public comments/audience participation

None

Consider Consent Agenda Items

A motion was made by B.J. Wallace and seconded by Nancy Alana to approve consent items; 1. Minutes of the 7-15-2013 Budget Workshop/Regular Board Meeting.
MOTION CARRIED: Yes 6 – No 0

Lake Granbury Medical Center Student Affiliation Agreement

A motion was made by Don Walton and seconded by Mark Jackson to approve Lake Granbury Medical Center Student Affiliation Agreement as presented. **MOTION CARRIED**: Yes 6 – No 0

Review of Demographic Analysis - Spring 2013:

The Demographic Analysis – Spring 2013 was presented by Sharay Boynton to the Board. No Action Taken.

Consider Report from Bond Steering Committee

Bond Steering Committee chairpersons Jennifer Kochis and Barbara Townsend introduced the committee that was in attendance and presented their recommendation to the board. The Committee unanimously voted to recommend to the GISD Board of Trustees to call a bond election for November 5, 2013 for $84,975,000. Tom Lueck from Huckabee presented to the Board the Proposed Bond Projects. No Action Taken.

Consider Financial Impact Associated with the Bond Steering Committee Report Regarding Recommendations

Financial Impact Associated with the Bond Steering Committee Report Regarding Recommendations was presented by Josh McLaughlin of BOSC, Inc.to the Board. No Action Taken.

GISD Employee Handbook 2013

A motion was made by Mark Jackson and seconded by Nancy Alana to approve the GISD Employee Handbook 2013 as presented. **MOTION CARRIED**: Yes 6 – No 0

Reports

Superintendent's Report

Dr. Largent thanked the Bond Steering Committee for their hard work in reviewing all the possible projects for inclusion in a bond proposal.

Staff Appointments

Dr. Largent recommended accepting the Staff Appointments as presented. A motion was made by Nancy Alana and seconded by Don Walton to approve the GISD Staff Appointments as presented. **MOTION CARRIED**: Yes 6 – No 0

Consider purchase, exchange, lease or value of real property

None

Adjournment

There being no further business, the meeting was adjourned at 8:13 p.m.

_____ _____

Micky Shearon, President Nancy Alana, Board Secretary

GRANBURY INDEPENDENT SCHOOL DISTRICT

INTEROFFICE MEMO

FINANCE AND BUSINESS AFFAIRS

To: Board of Trustees
Date: August 19, 2013
For: Approval

TO: Dr. James Largent, Superintendent

FROM: Sharay Boynton, Finance Director
DATE: August 16, 2013
RE: Order Calling a Bond Election

SUMMARY:

The Bond Steering Committee presented their unanimous recommendation to the Board at the August 6th meeting. The bond package, totaling $84.975 million, addresses aging campuses and infrastructure, provides technology for students and teachers, creates facility equity across the district and increases security across the district.

Attached is a draft order. Please note that the order is calling for two propositions, one for the purpose of the construction, acquisition and equipment of school buildings in the District, including the purchase of new school buses, $81,972 million and one for the purpose of refunding said District's Maintenance Tax Note, Series 2013, $3.03 million. The projects have to be separated into the two propositions due to full disclosure regulations for the purpose of expenditure of the funds. The propositions will stand on their own.

There are still a few issues outstanding with Parker County Early Voting. We hope to have these resolved by Monday. However, if they aren't fully resolved, the order is written such that administratively items can be handled by Dr. Largent or myself.

Bond Counsel, Rudy Segura, will be in attendance as well as representatives from the Bond Steering Council.

RECOMMENDATION:

Recommend that the Board pass the final Order Calling a Bond Election.

Respectfully submitted,

Sharay S. Boynton
Executive Director of Finance

Staff Person Responsible: Sharay Boynton

Date Submitted: August 16, 2013

ORDER CALLING A BOND ELECTION

STATE OF TEXAS §
COUNTIES OF HOOD, JOHNSON, PARKER AND SOMERVELL §
GRANBURY INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Trustees of the Granbury Independent School District (the "District") deems it advisable to call the election hereinafter ordered; and

WHEREAS, the Board of Trustees finds that the date at which said election shall be held is at least 71 days after the date this order is adopted; NOW, THEREFORE,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE GRANBURY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The statements contained in the preamble to this order are hereby adopted as findings of fact and as a part of the operative provisions hereof.

SECTION 2. An election shall be held between the hours of 7:00 A.M. and 7:00 P.M. on November 5, 2013 in the District at the polling places designated by the Hood, Johnson, Parker and Somervell County Elections Administrators (collectively, the "Elections Administrators") in accordance with the provisions of joint election agreements and contracts for election services with each of such Elections Administrators (the "Contracts"), which the Superintendent and/or Chief Financial Officer of the District are hereby authorized to execute in the name of said District. The locations of such polling places are set forth in Exhibit A attached hereto. Exhibit A shall be modified to include additional or different election day polling places designated by the Elections Administrators and to conform to the Contracts.

SECTION 3. All the election officers designated by the Elections Administrators are hereby appointed and confirmed to hold said election at said polling places.

SECTION 4. As determined by the Elections Administrators, the presiding judges shall appoint not less than two nor more than five qualified election clerks to serve and assist in conducting said election; providing that if the presiding judge actually serves as expected, the alternate presiding judge shall be one of such clerks.

SECTION 5. Early voting shall be conducted by personal appearance at the locations, dates and times set forth in Exhibit B attached hereto and during the period early voting is required or permitted by law, being October 21, 2013 through November 1, 2013. Exhibit B shall be modified to include additional or different early voting locations designated by the Elections Administrators and to conform to the Contracts. Applications for ballot by mail must be received no later than the close of business on October 25, 2013. Applications for early voting by mail must be submitted to the following address:

Voters in Hood, Johnson and Somervell Counties
Hood County Annex 1
1410 W. Pearl Street
Granbury, Texas 76048

Voters in Parker County
Robert Parten, Early Voting Clerk
1112 Santa Fe Drive
Weatherford, Texas 76086

SECTION 6. An early ballot board is hereby created to process early voting results, and the individual designated by the Elections Administrators is hereby appointed the presiding judge of said board. The presiding judge shall appoint at least two other members of the early ballot board.

SECTION 7. The method of voting in said election shall be by ballots that conform to the requirements of the Texas Election Code. An electronic voting system, using optically scanned ballots meeting the requirements of Chapter 124 of the Texas Election Code, may be used for the election. Preparation of the necessary equipment and official ballots for the election shall conform to the requirements of the Texas Election Code.

SECTION 8. All resident, qualified electors of said District shall be entitled to vote at said election.

SECTION 9. A substantial copy of this order shall serve as proper notice of the Election, which notice shall be given by posting substantial copies of this order in both English and Spanish on the bulletin board used for the posting of notices of meetings of the Board of Trustees of the District not later than the 21st day prior to the date upon which the Election is to be held; and substantial copies of this order in both English and Spanish shall be published one time, not earlier than the 30th day or later than the 10th day prior to the date set for the election, in a newspaper published in said District or, if none is published in said District, in a newspaper of general circulation in said District.

SECTION 10. At said election the following PROPOSITIONS shall be submitted in accordance with law:

PROPOSITION NO. 1

Shall the Board of Trustees of said District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of $81,972,000, for the purpose of the construction, acquisition and equipment of school buildings in the District, including the purchase of new school buses, with said bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds, and the costs of any credit agreements executed in connection with the bonds?

PROPOSITION NO. 2

Shall the Board of Trustees of said District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of $3,003,000, for the purpose of refunding said District's Maintenance Tax Note, Series 2013 that was issued pursuant to Section 45.108, Texas Education Code, as amended , with said bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds, and the costs of any credit agreements executed in connection with the bonds?

SECTION 11. The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITIONS, with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

PROPOSITION NO. 1

FOR	___)	THE ISSUANCE OF $81,972,000 OF BONDS AND LEVYING THE TAX IN PAYMENT THEREOF, INCLUDING THE COSTS OF ANY CREDIT
AGAINST	___)	AGREEMENTS EXECUTED IN CONNECTION WITH THE BONDS

PROPOSITION NO. 2

FOR	___)	THE ISSUANCE OF $3,003,000 OF BONDS TO REFUND THE DISTRICT'S SERIES 2013 MAINTENANCE TAX NOTE, AND LEVYING THE TAX IN
AGAINST	___)	PAYMENT THEREOF, INCLUDING THE COSTS OF ANY CREDIT AGREEMENTS EXECUTED IN CONNECTION WITH THE BONDS

SECTION 12. In all respects said election shall be conducted in accordance with the Texas Election Code. The Secretary of the Board of Trustees is authorized to prepare the official ballot for the election and perform every act required by the laws of the State of Texas and all other applicable laws for holding elections.

SECTION 13. This order hereby incorporates the provisions of the Contracts, and to the extent of any conflict between this order and the Contracts, the provisions of the Contracts shall control. The Superintendent and Chief Financial Officer of the District are each hereby authorized to correct, modify or change the information in the attached Exhibits based upon the final locations, dates and times agreed upon by the Elections Administrators and the District as well as incorporate additional or different voting locations as designated by the Elections Administrators.

SECTION 14. It is hereby officially found and determined that the meeting at which this order is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 15. This order shall become effective immediately upon its passage and approval.

[EXECUTION PAGE FOLLOWS]

PASSED, APPROVED AND EFFECTIVE this the 19th day of August, 2013.

_____
President, Board of Trustees
Granbury Independent School District

ATTEST:

_____
Secretary, Board of Trustees
Granbury Independent School District

EXHBIT A

ELECTION DAY POLLING PLACES

Hood County Annex 1
1410 W. Pearl Street, Granbury
Hood Co. Pct. 1

Our Savior Lutheran Church
1400 N Meadows, Granbury
Hood Co. Pct. 2

Lakeside Baptist Church
500 W Bluebonnet, Granbury
Hood Co. Pct. 3

First Baptist Church
1851 Weatherford Hwy, Granbury
Hood Co. Pct. 4

Tolar Community Church
120 Tolar Cemetery Rd, Tolar
Hood Co. Pcts. 5 & 6

Fairview Baptist Church
5041 Weatherford Hwy, Granbury
Hood Co. Pct. 8

Gateway Community Church
1200 Temple Hall Hwy, Granbury
Hood Co. Pct. 9

Acton Baptist Church
3500 Fall Creek Hwy, Granbury
Hood Co. Pct. 10

Treaty Oaks Community Center
7301 Mistletoe Trail, Granbury
Hood Co. Pct. 11

Triple Cross Cowboy Church
3470 Lipan Hwy, Granbury
Hood Co. Pct. 12

St Frances Cabrini Catholic Church
2301 Acton Hwy, Granbury
Hood Co. Pct. 13

Lake Granbury Christian Temple
3755 Acton Hwy, Granbury
Hood Co. Pct. 14

Historic Cresson School
9304 Pittsburg, Cresson
Hood Co. Pct. 15

Pecan Activity Center
9200 Plantation Dr, Granbury
Hood Co. Pct. 16

Reece Prairie Baptist Church
9705 CR 1016, Burleson
Johnson Co. Pct. 1

Bono Baptist Church
6349 Bono Rd., Godley
Johnson Co. Pct. 15

Wheatland Baptist Church
15910 S. Hwy. 377, Fort Worth
Parker Co. Pct. 420

Somervell County Expo Center
202 Bo Gibbs Blvd. (Hwy. 67), Glen Rose
Somervell Co. Pct. 3

EXHIBIT B

EARLY VOTING SITES AND HOURS

Voters residing in Hood, Johnson and Somervell Counties:

Hood County Annex 1 1410 W. Pearl Street Granbury, Texas 76048	Monday Tuesday Wednesday Thursday Friday Monday Tuesday Wednesday Thursday Friday	October 21, 2013 October 22, 2013 October 23, 2013 October 24, 2013 October 25, 2013 October 28, 2013 October 29, 2013 October 30, 2013 October 31, 2013 November 1, 2013	8am – 5pm 7am – 7pm 8am – 5pm 8am – 5pm 8am – 5pm 7am – 7pm 8am – 5pm 8am – 5pm 8am – 5pm 8am – 5pm
Granbury Middle School 2000 Crossland Rd., Granbury	Monday	October 21, 2013	5:30 – 8pm
Acton Middle School 1300 James Rd., Granbury	Tuesday	October 22, 2013	5:30 – 8pm
Acton Elementary School 3200 Acton School Rd., Granbury	Thursday	October 24, 2013	5:30 – 8pm
Brawner Intermediate School 1520 S. Meadows Dr., Granbury	Thursday	October 24, 2013	5:30 – 8pm
Mambrino School 3835 Mambrino Hwy., Granbury	Monday	October 28, 2013	5:30 – 8pm
Nettie Baccus Elementary School 901 Loop 567, Granbury	Tuesday	October 29, 2013	5:30 – 8pm
Granbury High School 2000 W. Pearl St., Granbury	Thursday Friday	October 31, 2013 November 1, 2013	5:30 – 8pm 5:30 – 8pm

Voters residing in Parker County:

Parker County Courthouse Annex 1112 Santa Fe Dr., Weatherford	Monday Tuesday Wednesday Thursday Friday Saturday Sunday Monday Tuesday Wednesday Thursday Friday	October 21, 2013 October 22, 2013 October 23, 2013 October 24, 2013 October 25, 2013 October 26, 2013 October 27, 2013 October 28, 2013 October 29, 2013 October 30, 2013 October 31, 2013 November 1, 2013	8am – 5pm 8am – 5pm 8am – 5pm 8am – 5pm 8am – 5pm 7am – 7pm 11am – 4pm 7am – 7pm 7am – 7pm 7am – 7pm 7am – 7pm 7am – 7pm
Springtown City Hall 102 East 2nd St., Springtown			
Peaster Fire Department 220 Judd Street, Peaster			
Willow Park Municipal Building 516 Ranch House Road, Willow Park			
Aledo Community Center 104 Robinson Ct., Aledo			
Old Brock ISD Admin. Build 100 Grindstone Road, Aledo			
Silver Creek Methodist Church 2200 Church Road Off 730, Azle			

THE STATE OF TEXAS
COUNTY OF PARKER

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS JOINT ELECTION AGREEMENT AND CONTRACT for election services is made this ____day of August, 2013, between the **GRANBURY SCHOOL DISTRICT**, acting by and through the **Governing Body of GRANBURY INDEPENDENT SCHOOL DISTRICT,** and **Parker County, Texas,** acting by and through Robert Parten, Elections Administrator (collectively, the "Parties" and individually, "Party").

This joint election agreement and contract for election services ("Agreement") is made pursuant to Texas Election Code Section 31.092(b) and 271.002 for services and Texas Education Code Section 11.0581 for a joint General Election to be held on Tuesday, November 5, 2013 to be administered by Robert Parten, Parker County Elections Administrator, hereinafter referred to as "Elections Administrator".

WHEREAS, each Party listed above plans to hold a general and/or special election on November 5, 2013

WHEREAS, the County agrees to rent electronic voting systems, which have been duly approved by the Secretary of State pursuant to Texas Elections Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012 . the contracting political subdivisions desire to use the electronic voting system to be rented by the County and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE**,** in consideration of the mutual covenants, agreements, and benefits to the parties, it is agreed as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" with Parker County and each other in accordance with Chapter 271 of the Texas Election Code and the Agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in the Agreement. Each Party agrees to pay Parker County for equipment, supplies, services, and administrative cost as provided in this Agreement. The Parker County Elections Administrator shall serve as the administrator for the Joint Election; however, each Party shall remain responsible for the decisions and action of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Party as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballots styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Party shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Party's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Party, including translation to languages other than English. Each Party shall provide a copy of their respective election orders and notices to the Parker County Elections Administrator. Each Party shall approve the final form and wording of the proposed ballot.

The Elections Administrator shall prepare a submission, on behalf of all Parties, to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. The Elections Administrator will provide to each Party a copy of the joint submission and any correspondence from the Department of Justice.

The joint submission prepared by the Elections Administrator will not include submission of information for any special elections held by the Parties. Parties are hereby notified and encouraged to prepare their own submissions to the United States Department of Justice for special election procedures, or any changes that are specific to their own political subdivision.

By signing this agreement, each Party certifies that it has no unresolved preclearance or voting rights issues know to it that would preclude or delay Department of Justice preclearance of the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling places are changed after the original submission is filed, including changes resulting from the withdrawal of one or more Parties authorities pursuant to Section XI of the Agreement. Each Party shall hold Parker County harmless if the Elections Administrator's pre-clearance submission to the Department of Justice is denied. In such an Event, each Party shall pay any and all expenses incurred by Parker County prior to written notification to the Elections Administrator of such denial.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct conducted by the Party, and shall be compliant with the accessibility requirement established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of the Agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the assistance and approval of each Party. The Elections Administrator shall notify each Party of any changes from the locations listed in Exhibit A.

If polling places for the November 5, 2013 joint election are different from the polling places(s) used by a Party in its most recent election, the Party agrees to Post a notice no later than October 16, 2013 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Party's polling place names and addresses in effect for the November 5, 2013 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES , CLERKS AND OTHER ELECTION PRESONNEL

Parker County is responsible for the appointment of the presiding judge and alternate judge for each polling location. If needed, each Party shall assist the Elections Administrator to identify qualified election judges for appointment. The Elections Administrator shall make emergency appointment of election official if necessary.

Upon request by the Elections Administrator, each Party agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall

have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Party or authorities served by the polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator will arrange for the training and compensation of all election judges and clerks. The Elections Administrator will arrange for the date, time, and place presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at the hourly rate of $10.00 and each election clerk will receive compensation at the hourly rate of $9.00 established by Parker County pursuant to Texas election Code Section 32.091. The election judge will receive an additional sum of $25.00 for the picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on election day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and as members of the Early Voting Ballot Board and/or central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting on election night will be compensated at the hourly rate set by Parker County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps instructions, and other information needed to enable the election judge in the voting locations that have more than one ballot style to conduct a proper election.

Each Party will furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Party's ballot is to be printed). Each Party shall be

responsible for proofreading and approving the ballot insofar as it pertains to that Party's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order. College District, Independent School District, City, and all other political subdivisions.

Early Voting and Election Day by Personal Appearance shall be conducted exclusively on the eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Texas Election Code.

The Elections Administrator shall conduct criminal back ground checks on relevant employees upon hiring a required by the Texas Elections Code Section 129.051(g).

VI. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint Robert Parten, the County Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Party agrees to appoint Michele Bennett as the Deputy Early Voting Clerk. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Parker County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Parker County Elections Administrator or any participating Party shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit "B" of this Agreement. Any qualified voter of the joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

The Elections Administrator is given authority to appoint an Early voting Ballot Board (EVBB) to process early voting results from the Joint Election, however, if necessary, each Party shall assist the Elections Administrator in appointing members of the EVBB. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots**.**

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the ballots in accordance with the provisions of the Texas Elections Code and of this agreement.

In accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, the Elections Administrator has the authority to appoint the following central counting station officials: Counting Station Manager, Tabulation Supervisor, Presiding Judge, and Alternate Judge.

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each Party as soon as possible after all returns have been tabulated. Each Party shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The elections Administrator agrees to upload these reports for each Party unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is denied, will be provided to each Party and the Secretary of State's Office.

IX. RUNOFF ELECTIONS

Each Party shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the Party notifies the Elections Administrator in writing within 3 business days of the original election.

Each Party reserves the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Party between the original election and the runoff election shall be submitted by the Party making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Party eligible to hold a runoff election agrees that the date of the runoff election(s) at its meeting for canvassing the votes from the November 5, 2013 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Party eligible to hold a runoff agrees that the date of the runoff election, if necessary, shall be Tuesday December 3, 2013.

X. ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Each Party agrees to pay the Parker County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with section 31.100(d) of the Texas Election Code.
The Parker County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) payable under this contract into the appropriate fund(s) with the county treasury in accordance with Election code Section 31.100(b).

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATIONOF ELECTION

Any Party may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Section 2.051-2.053 of the Texas Election Code. The withdrawing Party is fully liable for any expenses incurred by the Parker County Elections Administrator on behalf of the Party plus an administrative fee of (10%) of such expenses. Any monies deposited with the Elections Administrator deposited with the Elections Administrator by the withdrawing Party shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XII. RECORDS OF THE ELECTIONS

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Party as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator for at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Party to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Party.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document the presiding officer of the contracting Party agrees that any recount shall take place at the offices of the Elections Administrator shall serve as Recount Supervisor and the Party's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each Party as necessary to conduct a proper recount. Each Party agrees to pay any additional costs incurred by the Elections Administrator if a political subdivision requires a recount of it's the election or the election is contested in any manner.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the use of the leased election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be a adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Parker County Attorney and the Parker County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the law of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this Agreement shall be of no effect unless in writing and signed by all parities hereto.
9. Nothing in this Agreement shall authorize or permit a change in:

a. The officer with whom or the place at which any document or record relating to the election is to be filed;
b. The place at which any function is to be carried out;
c. The officers who will prepare the official canvass of the election returns;
d. The officer who will serve as custodian of the voted ballots or other election records; or
e. Any other nontransferable functions specified by Section 31.096 of the Texas Election Code.

10. The Election Administrator is the agent of the Governing Body for the purposed of contracting with third parties with respect to the election expenses within the scope of the Elections Administrator's duties. The Elections Administrator, however, is not liable should Parker County fail to pay a claim.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Party under the terms of this agreement is listed below. Each Party agrees to pay the Parker County Elections Administrator a deposit of approximately 75% of this estimated obligation no later than 15 days after execution of this agreement. Total cost shall be calculated after the November 5, 2013 election (or runoff election , if applicable), and if the amount of a Party's. The party's total obligation exceeds the amount deposited, the Party shall pay to the elections Administrator the balance due within 30 days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Party's total obligation is less than the amount deposited, the Elections Administrator shall refund to the Party the excess amount paid within 30 days after the final costs are calculated.

As partial payment of the estimated costs of $3,996.90 under this Agreement, GRANBURY INDEPENDENT SCHOOL DISTRICT shall pay to Parker County the sum of $2,997.68 when this Agreement is executed and the election is called.

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this Agreement has been executed on behalf of the Parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2013 been executed by the Parker County Elections Administrator pursuant to the Texas Elections code so authorizing;

(2) It has on the _____day of _____, 2013 been executed on behalf of Granbury Independent School District, TEXAS PURSUANT TO AN ACTION OF Granbury Independent School District.

ACCEPTED AND AGREED TO BY THE PARKER COUNTY ELECTIONS ADMINISTRATOR:

_____
ROBERT PARTEN

ACCEPTED AND AGREED TO BY EMERGENCY SERVICES DISTRICT NO 3:

_____
GRANBURY INDEPENDENT SCHOOL DISTRICT
APPROVED AS TO FORM BY

_____
JOHN FORREST, COUNTY ATTORNEY
PARKER COUNTY, TEXAS

ELECTION AGREEMENT
FOR JOHNSON COUNTY AND
GRANBURY INDEPENDENT SCHOOL DISTRICT
NOVEMBER 5, 2013

THIS AGREEMENT is made and entered into this ___day of_____2013 , by and between the COUNTY OF JOHNSON,TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and Independent School District of Granbury, TEXAS, acting by and through its Superintendent or his designee (hereinafter referred to as "ISD").

WHEREAS, the COUNTY will be conducting the "ISD" Special / General Election on November 5, 2013; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with ISD to conduct and furnish election services for this November 5, 2013 Special / General Election of ISD: and

WHEREAS, ISD desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on November 5, 2013, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

1.01 On November 5, 2013, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.

1.02 The political subdivision participating in the election on November 5, 2013, shall have and use the election Judges and ES&S AutoMark voting equipment.

II. JOHNSON COUNTY

2.01 The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement.

2.02 The Elections Administrator shall perform the following duties:

a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to ISD as soon as possible.

b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the ISD at a later date.

c. Compensate election judges, alternate judges, and clerks.

d. Transport voting equipment to and from each polling location.

e. Rent, if necessary, voting location.

f. Provide lists of registered voters to the election judges.

g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.

h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

III. EARLY VOTING AND ELECTION DAY VOTING

3.01 Early Voting by Personal Appearance & Ballot by Mail

a. The Elections Administrator of Hood County will perform all Early voting duties for the Johnson County ISD portions.

3.02 Election Day Voting:
the (COUNTY) shall be responsible for the following:

a. Procure, prepare, and distribute supplies and the ES&S AutoMark and other election equipment for personal appearance on Election Day.

b. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.

c. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.

d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.

e. Conduct the manual count.

3.03 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 6 months.

IV. ISD

ISD shall have the following responsibilities in conducting this election on November 5, 2013;

4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.

4.02 Prepare and publish information for the required election notice.

4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot.

4.04 Approve final optical scan ballot wording for content, form, and spelling.

4.05 Prepare and submit to the U.S. Department of Justice, under Section 5 of the Voting Rights Act of 1965, the required submission on voting changes with respect to the election.

4.06 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec 4.003(a) (1).

4.07 Provide maps and other reference guides.

4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 8th and 13th day following the election.

V. PAYMENT FOR SERVICES

5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S AutoMark equipment, M650 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.

5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.

5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

VI. RUN-OFF ELECTION

6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the ISD and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. ISD will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by ISD will be invoiced by COUNTY and ISD agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

VII. TERMINATION IF ELECTION IS CANCELLED

7.01 In the event that the election is cancelled due to all candidates being unopposed, County and ISD agree that this Agreement will be terminated and ISD will owe a cancellation fee of $75.00 to be paid by ISD within thirty (30) days of said cancellation.

ACCEPTANCE:

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the _____ day of _____, 2013.

_____
Patty Bourgeois
Elections Administrator
Johnson County, Texas

On behalf of Granbury Independent School District, I hereby accept the terms of this Agreement.

Signed the _____day of _____, 2013.

_____
James M. Largent, ED. D, Superintendent
Granbury Independent School District

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the _____ day of _____, 2013.

COUNTY OF JOHNSON

_____
County Judge,
Johnson County Commissioners Court

Officials for notice:

Patty Bourgeois
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033

James M. Largent, ED. D, Superintendent
Granbury Independent School District
600 W Bridge St., Ste. 6
Granbury, Texas 76048

GRANBURY ISD

Helping Students Reach New Heights

STUDENT CODE OF CONDUCT

2013 - 2014

Granbury Independent School District
600 W. Pearl Street
Granbury, Texas 76048
817.408.4000
www.granburyisd.org

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STUDENT CODE OF CONDUCT

Purpose

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

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

This Student Code of Conduct has been adopted by the Granbury ISD Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside of the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be posted on the district's Web site. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP, or expelled.

Because the Student Code of Conduct is adopted by the district's board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the student handbook, the Code shall prevail.

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

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

The district has the right to search a student's locker or desk when there is reasonable cause to believe it contains articles or materials prohibited by the district.

Reporting Crimes

School administrators 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.

Revoking Transfers

The district has the right to revoke the transfer of a nonresident student for violating the district's Code.

Participating in Graduation Activities

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

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 as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

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

See **DAEP—Restrictions During Placement** on page 17, 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, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned 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 Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting as detailed in that section.

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, harassment, or making hit lists. (See glossary for all three terms.)
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief see DAEP Placement or Expulsion.)
- Deface or damage school property—including textbooks, 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 Texas Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A "look-alike" weapon;
- An air gun or BB gun;
- Ammunition;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, including electronic cigarettes;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. (For weapons and firearms see DAEP Placement and Expulsion.)

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including but not limited to computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten district students, employees, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment.
- Send, post, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment.
- Use e-mail or Web sites to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook.
- Cheat or copy the work of another.
- 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. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

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

Because of these factors, discipline for a particular offense, including misconduct in a district vehicle owned or operated by the district, unless otherwise specified by law, may bring into consideration varying techniques and responses.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal may restrict or revoke a student's transportation privileges, in accordance with law.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law shall prevail.

In accordance with the Education Code, a student who is enrolled in a special education program may not be disciplined for conduct meeting the definition of bullying, harassment, or making hit lists (see glossary) until an ARD committee meeting has been held to review the conduct.

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

Techniques

The following discipline management techniques may be used—alone or in combination—for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or "time-out."
- Seating changes within the classroom 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.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- 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 individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Notification

The principal or appropriate administrator shall notify a student's parent by phone or in writing of any violation that may result in a detention outside of regular school hours, out-of-school suspension, placement in a DAEP, or expulsion. Notification will be made within three school days after the administrator becomes aware of the violation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher or campus administration, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office or the central administration office or through Policy On Line at the following address: www.granburyisd.org.

Consequences shall not be deferred pending the outcome of a grievance.

Removal from the School Bus

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

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 principal's office as a discipline management technique. The principal may then employ additional techniques.

Formal Removal

A teacher or administrator **may** remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom. A teacher **may** also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

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 will be followed. Otherwise, within three school days of the formal removal, the appropriate administrator shall schedule a conference with the student's parent; the student; the teacher, in the case of removal by a teacher; and any other administrator.

At the conference, the appropriate administrator shall inform the student of the misconduct for which he or she is charged and the consequences. The administrator shall give the student an opportunity to give his or her version of the incident.

When a student is removed from the regular classroom by a teacher and a conference is pending, the principal may place the student in:

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

Returning Student to Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent, if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

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

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.

Process

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

Before being suspended a student shall have an informal conference with the appropriate administrator, who shall advise the student of the conduct of which he or she is accused. The student shall be given the opportunity to explain his or her version of the incident before the administrator's decision is made.

The number of days of a student's suspension shall be determined by the appropriate administrator, but shall not exceed three school days.

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

Disciplinary Alternative Education Program (DAEP) Placement

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

For purposes of DAEP, elementary classification shall be kindergarten–grade 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 district shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses involving injury to a person in Title 5 (see glossary) of the Texas Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence

in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see glossary) under Texas Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for "under the influence.")
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Texas Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  1. The student receives deferred prosecution (see glossary),
  2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or

3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Emergencies

In an emergency, the principal or the principal's designee may order the immediate placement of a student in a DAEP for any reason for which placement in a DAEP may be made on a nonemergency basis.

Process

Removals to a DAEP shall be made by the Superintendent or designee.

Conference

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

At the conference, the appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

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

Placement Order

After the conference, if the student is placed in the DAEP, the appropriate administrator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

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

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

Coursework Notice

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

Length of Placement

The duration of a student's placement in a DAEP shall be determined by the Superintendent or designee

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

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

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

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that:

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

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

Exceeds School Year

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

For placement in a DAEP to extend beyond the end of the school year, the Superintendent or 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.

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.

Appeals regarding the decision to place a student in a DAEP should be addressed to the Superintendent or designee in accordance with policy FOC(LEGAL).

Student or parent appeals regarding the process used for the placement decision, such as issues related to the administrator's handling of the conference or proper notice being provided, should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office or the central administration office or through Policy On Line at the following address: www.granburyisd.org/policy.

Disciplinary consequences shall not be deferred pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond 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 has transportation designated as a related service in the student's IEP.

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

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the Superintendent or 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 appropriate administrator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

The office of the prosecuting attorney shall notify the district if a student was placed in a DAEP for certain offenses including any felony, unlawful restraint, indecent exposure, assault, deadly conduct, terroristic threats, organized crime, certain drug offenses, or possession of a weapon, and:

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

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

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

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

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

Withdrawal during Process

When a student violates the district's Code 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 district may complete the proceedings and issue a placement order. If the student then reenrolls 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 appropriate administrator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

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

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement occurs, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Student

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

Appeal

A student or the student's parent may appeal the placement by requesting a conference 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.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a

student **may** be expelled and placed in either DAEP or JJAEP if the board or its designee makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Texas Penal Code. The student must:

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

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

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

Hearing and Required Findings

The student must first have a hearing before the 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.

Newly Enrolled Students

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

Expulsion

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Any Location

A student **may** be expelled for:

- Engaging in the following, no matter where it takes place:
  - Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
  - Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student, without regard to where the conduct occurs:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security.
- 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 marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. (See glossary for "under the influence.")
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Use, exhibition, or possession of a firearm (as defined by state law), an illegal knife, a club, or prohibited weapon, or possession of a firearm (as defined by federal law).

Property of Another District

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

While in DAEP

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

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

4. Conduct that constitutes the offense of:
    a. Public lewdness under Section 21.07, Penal Code;
    b. Indecent exposure under Section 21.08, Penal Code;
    c. Criminal mischief under Section 28.03, Penal Code;
    d. Personal hazing under Section 37.152; or
    e. Harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

Under the Texas Penal Code

- Using, exhibiting, or possessing the following, as defined by the Texas Penal Code:
    - A firearm (any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use), unless the use, exhibition, or possession of the firearm occurs at an off-campus approved target range facility 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.
    - An illegal knife, such as a knife with a blade over 5½ inches; hand instrument, designed to cut or stab another by being thrown; dagger, including but not limited to a dirk, stiletto, and poniard; bowie knife; sword; or spear.
    - A club (see glossary) such as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.

  - A prohibited weapon, such as an explosive weapon, a machine gun, a short-barrel firearm, a firearm silencer, knuckles, armor-piercing ammunition, a chemical dispensing device, a zip gun, or a tire deflation device. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See glossary.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or children.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

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

Emergency

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

Process

If a student is believed to have committed an expellable offense, the principal 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 principal may place the student in:

- Another appropriate classroom.
- In-school suspension.

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

Expulsion Order

After the due process hearing, if the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Superintendent or designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal during Process

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

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

If the appropriate administrator 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 appropriate administrator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions during Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

When an emergency expulsion occurs, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

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

Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Texas Penal Code 29.03(a) when a person commits robbery and:

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

Armor-piercing ammunition is handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
    a. Any vegetation, fence, or structure on open-space land; or
    b. Any building, habitation, or vehicle:
        1) Knowing that it is within the limits of an incorporated city or town,
        2) Knowing that it is insured against damage or destruction,
        3) Knowing that it is subject to a mortgage or other security interest,
        4) Knowing that it is located on property belonging to another,
        5) Knowing that it has located within it property belonging to another, or
        6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
    a. Recklessly damages or destroys a building belonging to another, or
    b. Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Texas Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly

causing physical contact with another that can reasonably be regarded as offensive or provocative.

Bullying is when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the district and a school district's board of trustees or the board's designee determines that the behavior:

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 of damage to the student's property; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator who is engaging in bullying and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

Chemical dispensing device is a device designed, made, or adapted for the purpose of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, mace, and tomahawk are in the same category.

Criminal street gang is three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is the use of any electronic communication device to engage in bullying or intimidation.

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 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.

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

False Alarm or Report occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency 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 silencer means any device designed, made, or adapted to muffle the report of a firearm.

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

Harassment is:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL); or
2. Conduct that threatens to cause harm or bodily injury to another student, 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.

Hazing is an intentional or reckless act, on or off campus, by one person alone or acting with others, that endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

Hit list is a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

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

Machine gun is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

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

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

Possession means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any other school property used by the student, including but not limited to a locker or desk.

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

Reasonable belief is a determination made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

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

Serious misbehavior means:

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

Serious or persistent misbehavior includes but is not limited to:

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

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

Terroristic threat is a threat of violence to any person or property with intent to:

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

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

Title 5 offenses are those that involve injury to a person and include murder; kidnapping; assault; aggravated assault; sexual assault; aggravated sexual assault; unlawful restraint; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; deadly conduct; terroristic threat; aiding a person to commit suicide; and tampering with a consumer product. [See FOC(EXHIBIT)]

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

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

Zip gun is a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Bond Election Laws & Ethics

Sources:
1.Texas Ethics Commission, “A Short Guide To the Prohibition Against Using School District Resources for Political Advertising in Connection with an Election,” 9/01/03
2.Texas Ethics Commission, “POLITICAL ADVERTISING. What You Need To Know,” 5/17/04
3.McCall, Parkhurst & Horton LLP, memo 9/29/2004

Introduction

1. WHAT ARE THE LAWS GOVERNING SCHOOL BOND ELECTIONS?

2. WHAT IS THE ROLE OF THE DISTRICT DURING A BOND ELECTION? WHAT CAN BE SAID? WHAT CANNOT BE SAID?

3. BOND ETHICS Q&A

Section 255.003 of the Texas Election Code

Provides as follows:

a) An officer or employee of a political subdivision (School District) may not spend or authorize the spending of public funds for **political advertising**.

b) This section does not apply to a communication that factually describes the purposes of a measure if the communication does not advocate passage or defeat of the measure.

c) A person who violates this section commits an offense. An offense under this section is a **Class A Misdemeanor**.

Section 255.003 of the Texas Election Code

- Also, an officer or employee of a political subdivision may not spend or authorize the spending of public funds for a communication describing a measure if the communication contains information that:
  - the officer or employee knows is false; and
  - is sufficiently substantial and important as to be reasonably likely to influence a voter for or against the measure.

Political Advertising Defined

Political Advertising is a communication that **advocates a particular outcome** in an election and includes statements made in writing or orally:

- in a newspaper, magazine or other periodical; or,
- is broadcast by radio or television; or,
- appears in a pamphlet, circular, flier, billboard or other sign, bumper sticker or similar form of written communications;
- email, posters and newsletters; or,
- on an Internet website.

Advocacy Defined

Most employees and officers violate the ethics laws by engaging in communication that is considered **advocacy**.

- Asking for support or rejection of a bond election is advocacy and using statements such as "Vote For X" and "Defeat Y" is also advocacy.

The Gray Area



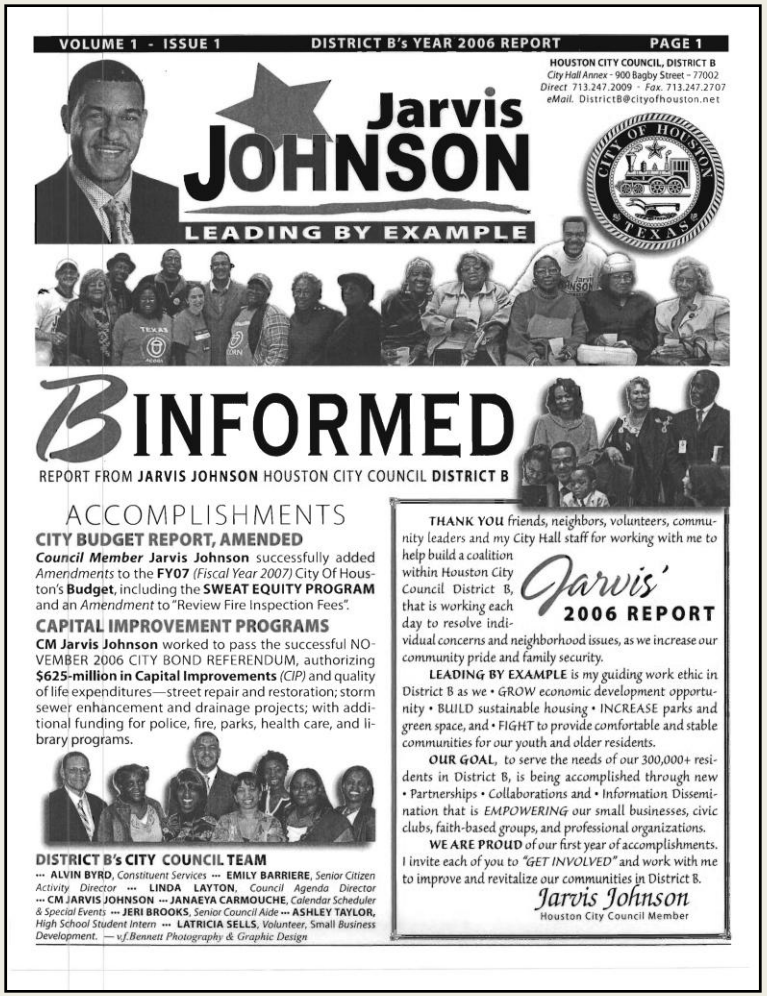
However, one of the difficulties in understanding what is or is not advocacy comes from the Texas Ethics Commission's prior decisions where they have indicated that communication can turn into advocacy based on **tone and emphasis** of the statements made.

For Example

- THIS: “School X was originally designed for 500 students. Today, the enrollment at School X is 700 students. In two years, the enrollment at School X is projected to grow by another 100 students.”
- OR THIS: “School X was originally designed for 500 students. Today, the enrollment at School X is **700** students. In two years, the enrollment at School X is projected to grow by **another 100 students**. **Get the picture**?”

Jarvis Johnson Case, 2007

- Houston City Councilman – running for re-election
- Used public funds to create and distribute a newsletter to constituents with his "accomplishments" as a City Councilman
- Ethics Commission said: Newsletter includes 22 pictures of public officer. The area covered by pictures is almost 50 percent of the newsletter. The name of the public officer appears 22 times in print type that is bolded or larger than main text. In our opinion, when viewed as a whole, it constitutes political advertising.



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HOUSTON CITY COUNCIL, DISTRICT B
City Hall Annex · 900 Bagby Street · 77002
Direct 713.247.2009 · Fax. 713.247.2707
eMail. DistrictB@cityofhouston.net

Jarvis JOHNSON

LEADING BY EXAMPLE

BINFORMED

REPORT FROM JARVIS JOHNSON HOUSTON CITY COUNCIL DISTRICT B

ACCOMPLISHMENTS

CITY BUDGET REPORT, AMENDED

Council Member **Jarvis Johnson** successfully added *Amendments* to the **FY07** *(Fiscal Year 2007)* City Of Houston's **Budget**, including the **SWEAT EQUITY PROGRAM** and an *Amendment* to "Review Fire Inspection Fees".

CAPITAL IMPROVEMENT PROGRAMS

CM Jarvis Johnson worked to pass the successful NOVEMBER 2006 CITY BOND REFERENDUM, authorizing **$625-million in Capital Improvements** *(CIP)* and quality of life expenditures—street repair and restoration; storm sewer enhancement and drainage projects; with additional funding for police, fire, parks, health care, and library programs.

DISTRICT B's CITY COUNCIL TEAM

··· **ALVIN BYRD**, *Constituent Services* ··· **EMILY BARRIERE**, *Senior Citizen Activity Director* ··· **LINDA LAYTON**, *Council Agenda Director* ··· **CM JARVIS JOHNSON** ··· **JANAEYA CARMOUCHE**, *Calendar Scheduler & Special Events* ··· **JERI BROOKS**, *Senior Council Aide* ··· **ASHLEY TAYLOR**, *High School Student Intern* ··· **LATRICIA SELLS**, *Volunteer, Small Business Development.* — *v.f.Bennett Photography & Graphic Design*

THANK YOU friends, neighbors, volunteers, community leaders and my City Hall staff for working with me to help build a coalition within Houston City Council District B, that is working each day to resolve individual concerns and neighborhood issues, as we increase our community pride and family security.

Jarvis' **2006 REPORT**

LEADING BY EXAMPLE is my guiding work ethic in District B as we • GROW economic development opportunity • BUILD sustainable housing • INCREASE parks and green space, and • FIGHT to provide comfortable and stable communities for our youth and older residents.

OUR GOAL, to serve the needs of our 300,000+ residents in District B, is being accomplished through new • Partnerships • Collaborations and • Information Dissemination that is *EMPOWERING* our small businesses, civic clubs, faith-based groups, and professional organizations.

WE ARE PROUD of our first year of accomplishments. I invite each of you to *"GET INVOLVED"* and work with me to improve and revitalize our communities in District B.

Jarvis Johnson
Houston City Council Member

Sworn Complaint-231180

- Decatur ISD, 2003 - Information booklet created by the district that included a copy of a press release and other information about the bond
- The press release quotes the school board president as saying “This bond is the right thing to do for the children of the community.” The press release was distributed by the school district prior to the Board calling the election.

Sworn Complaint-231180

- **Texas Ethics Commission:"The circular advocates passage of the bond measure by stating that the 'best solution' to the school district needs would be to do exactly what the school district has proposed to do with the proceeds of the bonds."**
  - Press release created BEFORE bond called – no ethics violation here
  - Including press release in informational material AFTER election called changed it into political advertising

Sworn Complaint Process

- **Any individual** may file a sworn complaint with the Texas Ethics Commission alleging a violation of certain laws.
- A sworn complaint must be filed on a form prescribed by the Commission – starts the process.
- Includes preliminary review and hearings
- The Commission is authorized to undertake civil enforcement actions, hold enforcement hearings, issue orders, impose civil penalties and refer matters for criminal prosecution.

Examples of Violations

"Our citizens now have the opportunity to support GISD children. Please support the vision - our future depends on your commitment."

Using words like:

- "Best Solution"
- "Fantastic"
- "State-of-the-Art"
- "Countless benefits"
- "Horrible shape"
- "We must do something"

Examples of Violations

Or words like:

- "Needs"
- "Benefit"
- "Important"
- "Protect"
- "Minimize"
- "Upgrade"

Or slogans like:

- "Our schools are in **bad shape**."
- "We **need** the space for growth."
- "It's the **right thing to do** for our kids."

So what does this mean?

An employee or officer who uses any funds or resources of the District to engage in political advertising is in violation of the Texas Election Code.

- District resources include use of the telephone, computers, copiers, facilities, etc.
- The District may not purchase or authorize the purchase of new materials OR use EXISTING materials for use in creating or distributing political advertising
- Also, it is not permissible to use the paid time of District employees to create or distribute political advertising. For example, staff may not copy, staple or distribute political advertising on work time.

What are the roles of the District?

- The District is to provide **factual** information.
- It is permissible to use District resources to produce explanatory material about what is at stake in a measure election.
  - Proposed Projects & Costs
  - Voting Times & Locations
  - Growth Rates
  - Performance Data
  - Student Capacity
  - Age/Condition of Building
  - Tax Rate Effects

Examples That Are Allowed

- “Granbury ISD is holding a bond election on November 5, 2013 that includes extensive renovations and additions to Granbury High School.”
- “The proposed bond will allow the district to increase safety and security on GISD campuses and provide technology for students.”
- “The bond election has been called for $84,975,000.”
- “The estimated tax impact of this bond is 15 cents.”

The Good News

ALTHOUGH YOU MAY NOT USE SCHOOL DISTRICT RESOURCES FOR POLITICAL ADVERTISING, EMPLOYEES AND OFFICERS ARE FREE TO CAMPAIGN FOR OR AGAINST A PROPOSITION ON THEIR OWN TIME AND WITH THEIR OWN RESOURCES.

Examples

- Can a board member authorize the spending of district funds to create a brochure urging support of the bond? **No**
- Can a board member urge citizens to support the bond at a Kiwanis Club meeting using his own time and resources? **Yes**
- Can a board member use a district copy machine to copy a "Vote Yes" flier? **No**
- Can a board member write a Letter to the Editor urging support for the bond using her own time and resources? **Yes**

In Action

- Can a board member use the school district credit card to pay for yard signs to promote the bond? **No**
- Can a board member personally contribute funds to the Political Action Committee to print yard signs advocating for the passage of the bond? **Yes**
- Can a board member use the PA system at a high school basketball game urging fans to support the bond? **No**
- Can a board member ask members of his church to support the bond using his own time and resources? **Yes**

For More Information

Texas Ethics Commission

800-325-8506

http://www.ethics.state.tx.us/

Texas Secretary of State

512-463-5600 (Administrative Offices)

http://www.sos.state.tx.us/

Texas Secretary of State Elections Division

800-252-8683

http://www.sos.state.tx.us/elections/index.shtml

Texas Election Code

http://www.capitol.state.tx.us/statutes/eltoc.html