Conroe Independent School District Board of Trustees
Official Notice and Agenda
Special Meeting
6:00 PM Tuesday, August 2, 2022

A Special Meeting of the Board of Trustees of the Conroe Independent School District will be held on Tuesday, August 2, 2022, beginning at 6:00 PM in the CISD Administration Building, 3205 W. Davis, Conroe, TX 77304.

Members of the public may access the meeting virtually at http://tiny.conroeisd.net/R78KV

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

I. **Opening**
   A. Invocation
   B. Pledge of Allegiance

II. **Awards and Recognitions**
   A. Special Board Recognition: Destination Imagination Global Champions The Timekeepers, Academy of Science and Technology 4
   B. Special Board Recognition: Ambassador Awards, Transportation Department Employees 5
   C. Special Board Recognition: Ambassador Awards, District Support Staff 6
   D. Special Board Recognition: Ambassador Awards, Conroe ISD Police Department Employees 7

III. **Citizen Participation** **8**

IV. **Consent Agenda**
   A. Consider Approval of Minutes 9
   B. Consider Amendment to the 2021-2022 Budget 15
   C. Receive Human Resources Report and Consider Employment of Professional Personnel 42
   D. Consider Adoption of the *2022-2023 Student Code of Conduct* 55
   E. Consider Adoption of Annual Resolution Identifying Hazardous Traffic Conditions for the 2022-2023 School Year 134
   F. Consider Approval of Communities In Schools Contracts 139
   G. Consider Approval of Memorandum of Understanding for Preventative Dental Services Between The Department of State Health Services and Conroe ISD 153
   H. Consider Approval of the 2022-2023 Juvenile Justice Alternative Education Program Memorandum of Understanding 173
   I. Consider Approval of Order and Notice for the November 8, 2022 Board of Trustees General Election, Positions 1, 2, & 3 188

J. Consider Approval of the Joint Election Agreement with Montgomery County for the November 8, 2022 Board of Trustees General Election 193

K. Consider Approval of the Election Services Agreement with Montgomery County and Adopt all County Early Voting Dates, Times, and Locations as well as all Election Day Polling Locations for the CISD Board of Trustees General Election 197

V. **Teaching and Learning**

A. Review State Board of Educator Certification Professional Development Clearinghouse Recommendations and Consider Approval of the District's Professional Development Plan for 2022-2023 School Year 209

VI. **Legal**

A. Consider Adoption of Local Policy Manual Update 119 and Revisions to Board Policy DFBB 212

B. Repeal Local Policy EF *Instructional Resources*, and Adopt Local Policies EFA *Instructional Resources - Instructional Materials*, and EFB *Instructional Resources - Library Materials* 242

VII. **Planning and Construction**

A. Receive Capital Improvements Update 251

VIII. **Business/Purchasing**

A. Consider Award of RFP# 22-01-04 Career Technical Education (CTE) Materials, Supplies, & Equipment 253

B. Consider Award of RFP# 22-01-05 Catering Services 256

C. Consider Award of RFP# 22-01-06 Supplemental Contracted Educational Services & Professional Development Services 258

D. Consider Award of RFP# 22-01-07 Instructional Supplies & Materials for the Classroom 262

E. Consider Award of RFP# 22-01-08 Student Monitoring & Parent Notification System for School Buses 265

F. Consider Award of RFP# 22-04-05 Gasoline, Diesel, and Propane Fuel 268

G. Consider Award of RFP# 22-05-07 Charter Bus & Student Group Travel Services 271

H. Consider Award of RFP# 22-05-09 Grease Trap Services 275

I. Consider Award of CSP# 22-05-11 Network and IP Phone System for Flex #22 Campus 278

J. Consider Approval of a Resolution Authorizing the District to Enter into an Interlocal Purchase Agreement with the City of Fort Worth and Authorize the Superintendent to Negotiate and Execute any Documents Necessary to Effectuate the Agreement 281

IX. **Public Hearing**

A. Public Hearing to Discuss Budget and Proposed Tax Rate 285

X. **Business/Finance**

A. Receive Financial Reports 286

XI. **Executive Session**

XII. **Action on Executive Session Items**

XIII. **Adjourn**

Executive Session Authorization during Meeting

The Board of Trustees may conduct a closed or executive meeting or session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. The Board of Trustees may convene in closed or executive session or meeting as authorized by the Texas Open Meetings Act, under the following Texas Government Code Sections:

§551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law including board governance;

§551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property;

§551.073 – For the purpose of considering a negotiate contract for a prospective gifts or donations;

§551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee;

§551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices;

§551.082 – For the purpose of considering discipline of a public school child or children or to hear a complaint for an employee against another employee;

§551.0821 – For a matter regarding a public school student if personally identifiable information about the student will be revealed by the deliberation;

§551.084 – For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness

§551.089 – Deliberation regarding security devices or security audits

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision or final vote shall be at either:

a) the open meeting covered by this notice upon the reconvening of the public meeting; or
b) at a subsequent public meeting of the Board upon notice thereof as the Board shall determine.

Posted in compliance with the Texas Open Meetings Act on _____ at _____.

_____

Dr. Curtis Null, Superintendent of Schools
For the Board of Trustees

Special Board Recognition
Destination Imagination Global Champions
The Timekeepers, Academy of Science and Technology

Recommendation:
That the Conroe Independent School District Board of Trustees give special recognition to Destination Imagination (DI) Global Champion team the Timekeepers as submitted by Sarah Blakelock, Director of Communications, and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
DI is a global educational nonprofit dedicated to inspiring the next generation of innovators, leaders, and creative problem solvers. DI provides unique educational experiences across seven project-based challenge types–Technical, Scientific, Engineering, Fine Arts, Improvisational, Service Learning, and Early Learning. The DI challenge experience is 100% student driven. The academic challenges are designed to teach the creative process—a system of learning that is at the root of innovation and a child's ability to bring an idea to life. Each season, new and engaging team challenges that encourage students to explore their passions, discover their unique talents and abilities, and learn new skills are offered. Teams also participate in instant challenges—quick creative and critical thinking exercises that build teamwork and problem-solving abilities.

During the 2021-2022 school year, Conroe ISD had 110 teams participate in DI.

For the third consecutive year, The Timekeepers from the Academy of Science and Technology won first place at the Destination Imagination Global Tournament. Team members are Abram Allen, Naman Arora, Marley Bartholomew, Jonathan Kim, and Rheanna Patel.

Christina Reichelt, Coordinator of Gifted Programs, will present the team to the Board.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Sarah Blakelock
Director of Communications

Special Board Recognition Ambassador Awards
Transportation Department Employees

Recommendation:
That the Conroe Independent School District Board of Trustees give special recognition to outstanding employees in the Transportation Department, as submitted by Sarah Blakelock, Director of Communications, and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
The Conroe Independent School District Board of Trustees wishes to honor outstanding employees who exemplify excellence and provide exceptional service to the District. The following Transportation Department employees will be recognized for their extraordinary dedication to their job.

- Richard Biggs
- Tijuana Nolen
- Anna Snow
- Rhonda White
- Gilbert McKenzie
- Janice Pierson-Henderson
- Reyna Reyes
- Austin Richardson
- Kelley Glover
- Robin Phillips

Chris McCord, Assistant Superintendent of Operations, will introduce Sam Davila, Director of Transportation, who will present these employees to the Board.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Sarah Blakelock
Director of Communications

Special Board Recognition Ambassador Awards
District Support Staff

Recommendation:
That the Conroe Independent School District Board of Trustees give special recognition to outstanding employees in the District Support Departments, as submitted by Sarah Blakelock, Director of Communications, and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Conroe Independent School District Board of Trustees awards Ambassador Awards to recognize individuals for their positive contributions to the District. The Board of Trustees realizes various departments work hard to help support our schools and wishes to honor outstanding employees who exemplify excellence and provide exceptional service to the District.

- Porsche Spurlock, Teaching & Learning
- Marco Ovalle, Network Systems
- Hilary McVay, Human Resources
- Loretto Thoroughman, Communications

Each of these employees is an ambassador for the District by performing their daily tasks with an unwavering commitment to the children, parents, and employees of Conroe ISD.

Sarah Blakelock, Director of Communications, will present the recipients to the Board.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Sarah Blakelock
Director of Communications

Special Board Recognition Ambassador Awards
Conroe ISD Police Department Employees

Recommendation:
That the Conroe Independent School District Board of Trustees give special recognition to outstanding employees in the Conroe ISD Police Department, as submitted by Sarah Blakelock, and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
The Conroe Independent School District Board of Trustees wishes to honor outstanding employees who exemplify excellence and provide exceptional service to the District. The following Conroe ISD Police Department employees will be recognized for their extraordinary dedication to their job.

- Jo Lynne Marlin, Crossing Guard
- Ed Stone, Prevention Control
- John La Plante, Police Officer
- Fila, K-9

Conroe ISD Police Chief Matthew Blakelock will present these employees to the Board.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Sarah Blakelock
Director of Communications

Citizen Participation

Recommendation:
That the Conroe Independent School District Board of Trustees accept as information the presentations made by citizens, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Citizens will have the opportunity to address the Board in accordance with Board Policy BED.

Board Policy: BED

Submitted and Recommended by:

Dr. Curtis Null
Superintendent of Schools

Consider Approval of Minutes

Recommendation:
That the Conroe Independent School District Board of Trustees approve the minutes of recent board meetings listed below, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Attached are the minutes from the June 21, 2022 Regular Board Meeting. These minutes will become official upon your approval.

Policy Reference: Legal and Local Board Policy BE

Submitted and Recommended by:

Dr. Curtis Null
Superintendent of Schools

Conroe Independent School District
Board of Trustees Regular Board Meeting
June 21, 2022

OPENING

A regular meeting of the Conroe Independent School District Board of Trustees was held Tuesday, June 21, 2022 in the Board Room of Deane L. Sadler Administration Building located at 3205 W. Davis, Conroe, TX 77304.

Superintendent Dr. Curtis Null and all members of the Board of Trustees were in attendance: Skeeter Hubert, Datren Williams, Ray Sanders, Stacey Chase, Theresa Wagaman, Scott Moore and Dale Inman. Board President Skeeter Hubert called the meeting to order at 6:00 p.m. Mr. Sanders led the invocation and Mr. Inman let the pledges as The Woodlands College Park High School Marine Corps JROTC Color Guard presented the Colors.

AWARDS AND RECOGNITIONS

Special Board Recognition: 2022 Masters Level Armed Overall National High School Drill Team Champions, The Woodlands College Park High School Marine Corps JROTC:

The Conroe ISD Board of Trustees gave special recognition to the 2022 Masters Level Armed Overall National High School Drill Team Champions from The Woodlands College Park High School. Earlier this year in April, The Woodlands College Park High School's Marine Corps JROTC participated in the National High School Drill Team Championships in Daytona Beach, Florida. At the event, the JROTC was named the 2022 Masters Level Armed Overall National High School Drill Team Champions.

Special Board Recognition: Ambassador Awards, Child Nutrition Department Employees:

The Board of Trustees honored outstanding employees who exemplify excellence and provide exceptional service to the District with Ambassador Awards. The following Child Nutrition Department employees received the award for their extraordinary dedication to their job:

- Debra Fisher
- Rae Hartman
- Shanna Trevino
- Alene Davis

Special Board Recognition: Ambassador Awards, Custodial and Maintenance Department Employees:

The Board of Trustees honored outstanding employees who exemplify excellence and provide exceptional service to the District with Ambassador Awards. The following Custodial and Maintenance Department employees received the award for their extraordinary dedication to their job:

- Justin MacDonald
- Jack Crumes
- Sergio DonJuan Quijano
- Marina Castro
- Maribel Hernandez
- Roy Gill
- Lucia Chavarria

Special Board Recognition: Life Saving Award:

The Board of Trustees gave special recognition to Brianna Peart, a second grader at Kaufman Elementary, and Amanda Adams, a teacher at Kaufman Elementary, for their life-saving actions. When Brianna recognized another student in distress she notified Mrs. Adams immediately and life-saving actions were administered to the student.

CITIZEN PARTICIPATION

The following citizen(s) addressed the Board:

- Erica Lawrence
- Diane Daniels
- Garrett Costello
- Kristin Johnson
- Cody Bartlett
- Linda Long
- Truly Heiskell

CONSENT AGENDA

Motion #7138

Dale Inman, seconded by Datren Williams, moved: That the Board of Trustees approve the following items on the consent agenda:

- Consider Approval of Minutes
- Consider Amendment to the 2021-2022 Budget
- Receive Human Resources Report and Consider Employment of Professional Personnel
- Consider Approval of Canine Detection Service Agreements with Humble ISD and Cold Spring ISD

Carried unanimously by a vote of 7-0.

Consider Approval of Interlocal Agreement between the University of Texas at Austin and Conroe ISD for the 2022-2023 OnRamps Program:

Motion #7139

Ray Sanders, seconded by Scott Moore, moved: That the Board of Trustees approve an Interlocal Agreement with University of Texas at Austin that will allow the District to continue to participate in the OnRamps Program. OnRamps will continue to operate at CCHS for the reduced cost of $1,800 for the 2022-2023 school year. Funding will be provided through Title IIA funds.

Carried unanimously by a vote of 7-0.

HUMAN RESOURCES

Name Principal of Oak Ridge High School Ninth Grade Campus:

Motion #7140

Scott Moore, seconded by Dale Inman, moved: That the Board of Trustees name Ms. Shalanda Burks as Principal of Oak Ridge High School Ninth Grade Campus. Ms. Burks is currently an Assistant Principal at Conroe High School.

Carried unanimously by a vote of 7-0.

ADMINISTRATION

Discuss Possible Names for New Conroe ISD Campuses and Facilities:

The Board of Trustees discussed possible names for consideration in the naming of Conroe ISD campuses and District facilities.

Consider Naming New Elementary in the Grand Oaks Feeder Zone:

Motion #7141

Ray Sanders, seconded by Dale Inman, moved: That the Board of Trustees name the New Elementary in the Grand Oaks Feeder Zone (Flex 22) Christopher J. Hines Elementary.

Carried unanimously by a vote of 7-0.

Consider Naming New Elementary in the Caney Creek and Conroe Feeder Zones:

Motion #7142

Ray Sanders, seconded by Dale Inman, moved: That the Board of Trustees name the New Elementary in the Caney Creek and Conroe Feeder Zones (Flex 23) Janet K. Bartlett Elementary.

Carried unanimously by a vote of 6-0.
Theresa Wagaman abstained from voting.

Consider Naming District Facilities:

Motion #7143

Ray Sanders, seconded by Scott Moore, moved: That the Board of Trustees name the Conroe ISD Police Command Center the William J. Harness Police Command Center.

Carried unanimously by a vote of 7-0.

Motion #7144
Scott Moore, seconded by Ray Sanders, moved: That the Board of Trustees name the Conroe ISD Natatorium the Laura Wilkinson Natatorium.

Carried unanimously by a vote of 7-0.

TEACHING AND LEARNING

Consider Approval Use of TEA CTE Innovative Courses for Alignment with the Conroe ISD Lone Star College Conroe Center Drone Program:
Motion #7145
Scott Moore, seconded by Datren Williams, moved: That the Board of Trustees approve the District's use of TEA approved innovative courses as part of the Conroe ISD-Lone Star College-Conroe Center Drone Program. Conroe ISD will partner with Lone Star College Conroe Center to provide another career pathway in the area of Transportation, Distribution, and Logistics to students. The following are the TEA Approved Innovative Courses to offer in 2022-2023:

- Introduction to Aerospace and Aviation (N1304672)
- Introduction to Unmanned Aerial Vehicle Flight (N1304670)
- Introduction to Aerospace and Aviation (N1304672)
- Introduction to Unmanned Aerial Vehicle Flight (N1304670)

Carried unanimously by a vote of 6-0.
Dale Inman abstained from voting.

PLANNING AND CONSTRUCTION

Consider Granting an Access Easement to DML Conroe Plaza LP and Delegating Authority to the Superintendent to Execute the Necessary Documents:
Motion #7146
Datren Williams, seconded by Scott Moore, moved: That the Board of Trustees approve to grant an access easement to DML Conroe Plaza LP and grant authority to Dr. Null to execute the necessary documents. The access easement will allow DML Conroe Plaza LP to have a secondary access point to their development. In return for granting these easements, the District will receive compensation in the amount of $37,452 (12,484 square feet at $3.00 per foot.) The easement will not impact District operations.

Carried unanimously by a vote of 7-0.

Consider Authorizing Payment to the Texas Department of Transportation for the Relocation of a Sewer Line near Moorhead Junior High School:
Motion #7147
Ray Sanders, seconded by Datren Williams, moved: That the Board of Trustees approve payment to the Texas Department of Transportation in the amount of $61,140.76 for the relocation of a sewer line near Moorhead Junior High School.

During the Texas Department of Transportation's bridge expansion near Moorhead Junior High, a sewer pipe that serves Grangerland area schools was struck and broken. The sewer pipe, which was installed by the District in 1995, had not been properly recorded in county records. So as not to interfere with their project, the Texas Department of Transportation agreed to relocate the sewer pipe and bill the District for the cost.

Carried unanimously by a vote of 7-0.

Receive Capital Improvements Update:
The Board of Trustees received information regarding the progress and status of current capital improvement projects by Easy Foster, Director of Planning and Construction.

PURCHASING

Consider Award of RFP ##22-04-03 Towing Services:

Motion #7148
Datren Williams, seconded by Ray Sanders, moved: That the Board of Trustees award RFP#22-04-03 Towing Services to the vendors listed below for an estimated annual expenditure of $75,000 and authorize the Superintendent to execute any documents necessary to effectuate purchases.

- Speedy's Auto Service
- Milstead Automotive Ltd
- Miller Towing & Recovery LLC

Carried unanimously by a vote of 7-0.

Consider Award of RFP #22-03-01 Trash Collection & Recycling:
Motion #7149
Scott Moore, seconded by Ray Sanders, moved: That the Board of Trustees award RFP# 22-03-01 Trash Collection and & Recycling (Reverse Auction) to Waste Connections of Texas for an estimated annual expenditure of $900,000 and authorize the Superintendent to execute any documents necessary to effectuate purchases.

Carried unanimously by a vote of 7-0.

Ratification of Selection of Job Order Contracting as the Procurement Method for the 2022 Emergency Moorhead Water Well Replacement Project, and the Selection of Joeris General Contractors, Inc. as the Vendor to Provide the Materials and Services for the Project:
Motion #7150
Datren Williams, seconded by Ray Sanders, moved: That the Board of Trustees approve the ratification of the District's selection of Job Order Contracting (JOC) as the procurement method that provides the best value for the District for the purchase of materials and services for the 2022 Emergency Moorhead Water Well Replacement Project as well as the selection of Joeris General Contractors, Inc. to provide both the materials and services for the Project.

In May 2022, one of the two water wells currently serving Caney Creek High School, Milam Elementary, and Grangerland Intermediate failed. This created an emergency, as the District's remaining water well could not sustain providing water to these campuses. Because the repair had to be made as expeditiously as possible, the administration determined that the Project had to move forward. The District determined that Job Order Contracting (JOC) would be the best method to utilize to obtain the materials and services needed for the emergency project. The District also determined that Joeris General Contractors, Inc., the general contractor the Board selected to build the New Moorhead Junior High School, and who is already on site, would be in the best position to complete the project in a timely manner. Joeris General Contractors is also an awarded vendor within the District's JOC program. It is for these reasons that ratification by the Board of administration's decisions relating to both the procurement method utilized as well as the selection of the vendor is necessary. The estimated cost for the Project is $485,000.00. Funding comes from the General Fund.

Carried unanimously by a vote of 7-0.

BUSINESS / FINANCE

Receive Financial Reports:
The Board accepted the year-to-date financial report for information as presented by Karen Garza, Director of Finance.

EXECUTIVE SESSION

The Open Session recessed at 8:15 p.m.

The Board Of Trustees Conducted A Closed Or Executive Meeting Or Session In Accordance With The Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D And E. Before The Closed Meeting Convened, The Presiding Officer Publicly Identified The Following Sections Of The Act Authorizing The Closed Meeting:

§551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matter authorized by law, including board governance; §551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property; §551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee including the annual appraisal of the Superintendent and Superintendent Contract and naming the Principal of Oak Ridge High School Ninth Grade Campus; or to hear complaints or charges against a public officer or employee; §551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices; §551.089 - Deliberation regarding security devices or security audits

The Open Session reconvened at 9:15 p.m.

Action on Executive Session:
No action taken.

LEGAL

Receive Information Regarding Local Policies EF Instructional Resources, EFA Instructional Resources - Instructional Materials, and EFB Instructional Resources - Library Materials:
The Board of Trustees received information regarding revisions to Local Policies EF *Instructional Resources*, *EFA Instructional Resources – Instructional Materials*, and EFB *Instructional Resources – Library Materials.* These policy revision will potentially be presented to the Board for approval at the July 19, 2022 Regular Board of Trustees meeting.

Receive Information Regarding Local Policy Manual Update 119 and Revisions to Board Policy DFBB:
The Board of Trustees received Local Policy Manual Update 119 for review along with revisions to Local Board Policy DFBB.

Complete Annual Evaluation of the Superintendent and Consider Revisions to the Superintendent Contract:
Motion #7151
Datren Williams, seconded by Scott Moore, moved: That the Board of Trustees approve the Superintendent's amended contract as follows:

- Approve and additional year through June 1, 2027
- Approve a three percent raise to base salary
- Approve an additional five vacation days per year
- Approve an $800 increase in monthly expense allowance to $2300 per month
- Approve a yearly supplemental retirement contribution of $27,000 with a vestry schedule as set forth in the contract

Carried unanimously by a vote of 7-0.

ADJOURNMENT

Motion #7152
Scott Moore, seconded by Datren Williams moved: That the meeting be adjourned. President Hubert adjourned the meeting at 9:25 p.m.

Approved: July 19, 2022 by:

Skeeter Hubert	Ray Sanders
President, Board of Trustees	Secretary, Board of Trustees

Consider Amendment to the 2021-2022 Budget

Recommendation:
That the Conroe Independent School District Board of Trustees approve an amendment to the 2021-2022 Official Budget, as reflected in the summary below and detailed in the following pages, as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Revenues:	*Current Budget*	*Amendment*	*Amended Budget*
General Fund	$ 589,318,000.00		$ 589,318,000.00
Campus Donations	292,023.40	18,705.19	310,728.59
Total Revenue Increase, General Funds	589,610,023.40	18,705.19	589,628,728.59
All Other Funds			
IDEA-B Formula	-	10,623,592.00	10,623,592.00
IDEA-B Discretionary Deaf	-	90,188.00	90,188.00
IDEA-B Preschool	-	122,951.00	122,951.00
Title I, Part A	-	9,853,462.00	9,853,462.00
Title I, Part D	-	136,608.00	136,608.00
Title II, Part A	-	1,561,449.00	1,561,449.00
Title III, Part A	-	1,143,143.00	1,143,143.00
Title III, Immigrant	-	346,385.00	346,385.00
Title IV, Part A	-	628,461.00	628,461.00
Total Revenue Increase, All Funds	$ 589,610,023.40	$ 24,524,944.19	$ 614,134,967.59
Appropriations:			
General Fund	$ 619,115,025.16		$ 619,115,025.16
Campus Donations	292,023.40	18,705.19	310,728.59
Total Appropriation Increase, General Funds	619,407,048.56	18,705.19	619,425,753.75
All Other Funds			
IDEA-B Formula	-	10,623,592.00	10,623,592.00
IDEA-B Discretionary Deaf	-	90,188.00	90,188.00
IDEA-B Preschool	-	122,951.00	122,951.00
Title I, Part A	-	9,853,462.00	9,853,462.00
Title I, Part D	-	136,608.00	136,608.00
Title II, Part A	-	1,561,449.00	1,561,449.00
Title III, Part A	-	1,143,143.00	1,143,143.00
Title III, Immigrant	-	346,385.00	346,385.00
Title IV, Part A	-	628,461.00	628,461.00
Total Appropriation Increase, All Funds	$ 619,407,048.56	$ 24,524,944.19	$ 643,931,992.75

In the General Fund, adjustments include campus donations from Suchma Elementary School.

Increases requested for All Other Funds account for new or revised state, federal and local grant allocations and the debt service fund.

Policy Reference: Legal and Local Board Policy CE

Recommended by: Submitted by:

Dr. Curtis Null
Superintendent of Schools

Darrin Rice
Chief Financial Officer

July 19, 2022

Budget Amendment Executive Summary

The budget amendment for the month of July includes both budget amendments and budget transfers.

Budget Amendment

The budget amendment for the month of July totals $24,524,944.19 in revenues and $24,524,944.19 in appropriations. The budget amendment is broken down into two categories, 1) General Fund (the district's operating fund), and 2) All Other Funds.

1) The budget amendment in the General Fund for the month of July includes activity fund donations totaling $18,705.19.

    - Suchma Elementary ($18,705.19 for Playground Shade Structure)

2) The budget amendment in All Other Funds of $24,506,239 includes amounts for new or revised state, federal and local grant allocations. Revised funding may be due to federal reallocations, roll forward and maximum entitlements. The roll forward is the unspent portion of the previous year's federal allocation. The maximum entitlement is the final distribution of total unallocated funding by the federal government.

The budget amendment contains the new federal grants awarded for the 2022-2023 fiscal year. The amounts awarded include: Title I, Part A for $9,853,462; Title I, Part D for $136,608; Title II, Part A (Teacher and Principal Training and Recruiting) for $1,561,449; Title III, Part A (Limited English Proficient) for $1,143,143; Title III, Immigrant for $346,385; Title IV, Part A SSAEP for $628,461; IDEA-B Formula for $10,623,592; IDEA-B Preschool for $122,951; and IDEA-B Discretionary Deaf for $90,188.

Budget Transfers

Budget transfers consist of funds transferred within the same fund but changing functions. These transfers are found within the General Fund and All Other Funds. The total amount of all transfers is $1,542,594.13. Approximately 17% or $266,344.13 of the transfers is found in the general fund. The remaining $1,276,250.00 is located within the District's grant funds.

Policy Reference: Legal and Local Board Policy CE

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
NONE 00				
OTHER USES	8900	16,500,000.82	.00	16,500,000.82
		16,500,000.82	.00	16,500,000.82
INSTRUCTION 11				
TOTAL PAYROLL	6100	402,471,690.81	6,982,297.00	409,453,987.81
CONTRACTED SERVICES	6200	3,499,964.32	765,795.00	4,265,759.32
SUPPLIES AND MATERIALS	6300	53,466,565.55	1,977,100.23	55,443,665.78
OTHER OPERATING EXPEND	6400	1,657,936.79	413,785.00	2,071,721.79
CAPITAL OUTLAY	6600	213,983.69	50,000.00	263,983.69
		461,310,141.16	10,188,977.23	471,499,118.39
MEDIA SERVICES 12				
TOTAL PAYROLL	6100	5,644,475.44	10,250.00	5,654,725.44
CONTRACTED SERVICES	6200	45,208.45	.00	45,208.45
SUPPLIES AND MATERIALS	6300	690,726.14	.00	690,726.14
OTHER OPERATING EXPEND	6400	7,531.56	.00	7,531.56
CAPITAL OUTLAY	6600	1,554.19	.00	1,554.19
		6,389,495.78	10,250.00	6,399,745.78
CURR & INST STAFF DEV 13				
TOTAL PAYROLL	6100	19,584,170.96	5,643,933.00	25,228,103.96
CONTRACTED SERVICES	6200	2,701,983.09	601,037.00	3,303,020.09
SUPPLIES AND MATERIALS	6300	887,824.64	372,488.70	1,260,313.34
OTHER OPERATING EXPEND	6400	519,677.40	247,993.52	767,670.92
CAPITAL OUTLAY	6600	.00	.00	.00
		23,693,656.09	6,865,452.22	30,559,108.31
INSTRUCTIONAL ADMIN 21				
TOTAL PAYROLL	6100	6,140,512.24	238,545.00	6,379,057.24
CONTRACTED SERVICES	6200	331,912.32	8,595.00	340,507.32
SUPPLIES AND MATERIALS	6300	624,366.52	215,967.00	840,333.52
OTHER OPERATING EXPEND	6400	378,392.53	79,145.00	457,537.53
CAPITAL OUTLAY	6600	.00	.00	.00
		7,475,183.61	542,252.00	8,017,435.61
SCHL ADMINISTRATION 23				
TOTAL PAYROLL	6100	40,967,762.40	-1,242,750.00	39,725,012.40
CONTRACTED SERVICES	6200	141,894.09	10,900.00	152,794.09
SUPPLIES AND MATERIALS	6300	228,956.16	35,355.00	264,311.16
OTHER OPERATING EXPEND	6400	94,081.32	33,498.00	127,579.32
CAPITAL OUTLAY	6600	75.00	.00	75.00
		41,432,768.97	-1,162,997.00	40,269,771.97
GUIDANCE & COUNSELING 31				
TOTAL PAYROLL	6100	33,634,545.67	6,750,842.00	40,385,387.67

MAJOR OBJECT DESCRIPTION		MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GUIDANCE & COUNSELING	31				
CONTRACTED SERVICES		6200	386,636.43	208,000.00	594,636.43
SUPPLIES AND MATERIALS		6300	1,715,004.34	482,590.00	2,197,594.34
OTHER OPERATING EXPEND		6400	159,782.11	150,000.00	309,782.11
CAPITAL OUTLAY		6600	.00	.00	.00
			35,895,968.55	7,591,432.00	43,487,400.55
SOCIAL WORK	32				
TOTAL PAYROLL		6100	1,865,086.73	96,172.00	1,961,258.73
CONTRACTED SERVICES		6200	600,867.00	.00	600,867.00
SUPPLIES AND MATERIALS		6300	97,358.00	.00	97,358.00
OTHER OPERATING EXPEND		6400	57,299.09	.00	57,299.09
			2,620,610.82	96,172.00	2,716,782.82
HEALTH	33				
TOTAL PAYROLL		6100	20,809,277.58	38,000.00	20,847,277.58
CONTRACTED SERVICES		6200	74,968.41	500.00	75,468.41
SUPPLIES AND MATERIALS		6300	400,922.01	20,034.00	420,956.01
OTHER OPERATING EXPEND		6400	32,517.31	12,601.00	45,118.31
CAPITAL OUTLAY		6600	.00	.00	.00
			21,317,685.31	71,135.00	21,388,820.31
STUDENT TRANS	34				
TOTAL PAYROLL		6100	26,183,496.00	.00	26,183,496.00
CONTRACTED SERVICES		6200	664,948.32	.00	664,948.32
SUPPLIES AND MATERIALS		6300	6,983,299.82	8,233.31	6,991,533.13
OTHER OPERATING EXPEND		6400	600,718.23	.00	600,718.23
CAPITAL OUTLAY		6600	880,649.61	.00	880,649.61
			35,313,111.98	8,233.31	35,321,345.29
CHILD NUTRITION	35				
TOTAL PAYROLL		6100	9,430,000.00	.00	9,430,000.00
CONTRACTED SERVICES		6200	619,889.50	.00	619,889.50
SUPPLIES AND MATERIALS		6300	21,790,702.62	.00	21,790,702.62
OTHER OPERATING EXPEND		6400	40,000.11	.00	40,000.11
CAPITAL OUTLAY		6600	150,260.00	.00	150,260.00
			32,030,852.23	.00	32,030,852.23
COCURR ACTIVITIES	36				
TOTAL PAYROLL		6100	8,406,396.54	750.00	8,407,146.54
CONTRACTED SERVICES		6200	718,061.27	.00	718,061.27
SUPPLIES AND MATERIALS		6300	1,496,459.68	.00	1,496,459.68
OTHER OPERATING EXPEND		6400	2,398,707.45	-9,538.96	2,389,168.49
CAPITAL OUTLAY		6600	63,828.67	.00	63,828.67
			13,083,453.61	-8,788.96	13,074,664.65

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GENERAL ADMIN 41				
TOTAL PAYROLL	6100	7,865,670.00	30,091.00	7,895,761.00
CONTRACTED SERVICES	6200	1,766,179.29	18,670.00	1,784,849.29
SUPPLIES AND MATERIALS	6300	357,933.37	143,923.10	501,856.47
OTHER OPERATING EXPEND	6400	583,537.62	-90,000.00	493,537.62
CAPITAL OUTLAY	6600	53,700.00	.00	53,700.00
		10,627,020.28	102,684.10	10,729,704.38
MAINTENANCE & OPERATIONS 51				
TOTAL PAYROLL	6100	31,900,622.00	.00	31,900,622.00
CONTRACTED SERVICES	6200	26,741,043.18	-35,149.90	26,705,893.28
SUPPLIES AND MATERIALS	6300	4,710,899.62	.00	4,710,899.62
OTHER OPERATING EXPEND	6400	2,894,048.19	.00	2,894,048.19
CAPITAL OUTLAY	6600	2,113,374.93	18,705.19	2,132,080.12
		68,359,987.92	-16,444.71	68,343,543.21
SECURITY 52				
TOTAL PAYROLL	6100	8,697,461.16	.00	8,697,461.16
CONTRACTED SERVICES	6200	166,696.42	.00	166,696.42
SUPPLIES AND MATERIALS	6300	418,383.25	77,035.00	495,418.25
OTHER OPERATING EXPEND	6400	45,248.10	.00	45,248.10
CAPITAL OUTLAY	6600	208,550.00	.00	208,550.00
		9,536,338.93	77,035.00	9,613,373.93
TECHNOLOGY 53				
TOTAL PAYROLL	6100	5,447,768.00	.00	5,447,768.00
CONTRACTED SERVICES	6200	2,582,601.93	.00	2,582,601.93
SUPPLIES AND MATERIALS	6300	1,214,020.57	35.00	1,214,055.57
OTHER OPERATING EXPEND	6400	34,637.72	.00	34,637.72
CAPITAL OUTLAY	6600	8,259,212.44	.00	8,259,212.44
		17,538,240.66	35.00	17,538,275.66
COMMUNITY SERVICES 61				
TOTAL PAYROLL	6100	875,239.96	61,620.00	936,859.96
CONTRACTED SERVICES	6200	18,000.00	500.00	18,500.00
SUPPLIES AND MATERIALS	6300	91,513.59	89,202.00	180,715.59
OTHER OPERATING EXPEND	6400	17,814.84	8,195.00	26,009.84
		1,002,568.39	159,517.00	1,162,085.39
DEBT SERVICES 71				
DEBT SERVICE	6500	109,229,578.68	.00	109,229,578.68
		109,229,578.68	.00	109,229,578.68
FACILITIES ACQ 81				
CONTRACTED SERVICES	6200	602,342.72	.00	602,342.72

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
FACILITIES ACQ	81			
SUPPLIES AND MATERIALS	6300	9,596,594.68	.00	9,596,594.68
OTHER OPERATING EXPEND	6400	.00	.00	.00
CAPITAL OUTLAY	6600	384,808,126.85	.00	384,808,126.85
		395,007,064.25	.00	395,007,064.25
OTHER INTERGOVERNMENTAL	99			
CONTRACTED SERVICES	6200	3,900,000.00	.00	3,900,000.00
		3,900,000.00	.00	3,900,000.00
DO NOT USE	ZZ			
CAPITAL OUTLAY	6600	.00	.00	.00
		.00	.00	.00
TOTAL EXPENSES		1,312,263,728.04	24,524,944.19	1,336,788,672.23

CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET AMENDMENTS DETAIL LISTING

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	2113110004530000-6118	1,131.00	JULY APPROVED AMENDMENT	A9		H
	2113110004530000-6125	25,969.00	JULY APPROVED AMENDMENT	A9		H
	2113110006830000-6112	2,714.00	JULY APPROVED AMENDMENT	A9		H
	2113110006830000-6119	84,084.00	JULY APPROVED AMENDMENT	A9		H
	2113110006830000-6125	89,518.00	JULY APPROVED AMENDMENT	A9		H
	2113110006930000-6112	4,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110006930000-6118	1,500.00	JULY APPROVED AMENDMENT	A9		H
	2113110007030000-6112	86,075.00	JULY APPROVED AMENDMENT	A9		H
	2113110007030000-6117	18,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110007030000-6119	62,985.00	JULY APPROVED AMENDMENT	A9		H
	2113110007030000-6125	24,499.00	JULY APPROVED AMENDMENT	A9		H
	2113110007330000-6119	86,697.00	JULY APPROVED AMENDMENT	A9		H
	2113110007330000-6125	24,499.00	JULY APPROVED AMENDMENT	A9		H
	2113110007830000-6112	11,310.00	JULY APPROVED AMENDMENT	A9		H
	2113110007830000-6118	11,310.00	JULY APPROVED AMENDMENT	A9		H
	2113110007830000-6119	129,211.00	JULY APPROVED AMENDMENT	A9		H
	2113110007830000-6121	10,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110010130000-6119	93,777.00	JULY APPROVED AMENDMENT	A9		H
	2113110010130000-6125	25,969.00	JULY APPROVED AMENDMENT	A9		H
	2113110010230000-6119	157,466.00	JULY APPROVED AMENDMENT	A9		H
	2113110010330000-6112	8,453.00	JULY APPROVED AMENDMENT	A9		H
	2113110010330000-6118	11,270.00	JULY APPROVED AMENDMENT	A9		H
	2113110010330000-6125	24,989.00	JULY APPROVED AMENDMENT	A9		H
	2113110010430000-6112	2,705.00	JULY APPROVED AMENDMENT	A9		H
	2113110010430000-6118	24,794.00	JULY APPROVED AMENDMENT	A9		H
	2113110010430000-6119	85,453.00	JULY APPROVED AMENDMENT	A9		H
	2113110010530000-6118	5,635.00	JULY APPROVED AMENDMENT	A9		H
	2113110010630000-6119	79,729.00	JULY APPROVED AMENDMENT	A9		H
	2113110010730000-6118	14,082.00	JULY APPROVED AMENDMENT	A9		H
	2113110010730000-6119	193,667.00	JULY APPROVED AMENDMENT	A9		H
	2113110010830000-6118	5,860.00	JULY APPROVED AMENDMENT	A9		H
	2113110010830000-6125	30,261.00	JULY APPROVED AMENDMENT	A9		H
	2113110010930000-6112	15,269.00	JULY APPROVED AMENDMENT	A9		H
	2113110010930000-6119	86,697.00	JULY APPROVED AMENDMENT	A9		H
	2113110011130000-6112	6,762.00	JULY APPROVED AMENDMENT	A9		H
	2113110011130000-6118	5,581.00	JULY APPROVED AMENDMENT	A9		H
	2113110011130000-6125	56,283.00	JULY APPROVED AMENDMENT	A9		H
	2113110011230000-6112	11,270.00	JULY APPROVED AMENDMENT	A9		H
	2113110011230000-6118	16,905.00	JULY APPROVED AMENDMENT	A9		H
	2113110011230000-6125	51,938.00	JULY APPROVED AMENDMENT	A9		H
	2113110011330000-6112	1,074.00	JULY APPROVED AMENDMENT	A9		H
	2113110011330000-6119	81,222.00	JULY APPROVED AMENDMENT	A9		H
	2113110011330000-6125	21,115.00	JULY APPROVED AMENDMENT	A9		H
	2113110011430000-6112	3,033.00	JULY APPROVED AMENDMENT	A9		H
	2113110011530000-6119	78,598.00	JULY APPROVED AMENDMENT	A9		H
	2113110011630000-6119	61,473.00	JULY APPROVED AMENDMENT	A9		H
	2113110011930000-6125	56,328.00	JULY APPROVED AMENDMENT	A9		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	2113110012430000-6112	20,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110012430000-6119	79,729.00	JULY APPROVED AMENDMENT	A9		H
	2113110012430000-6125	24,499.00	JULY APPROVED AMENDMENT	A9		H
	2113110012630000-6118	11,270.00	JULY APPROVED AMENDMENT	A9		H
	2113110012830000-6119	76,095.00	JULY APPROVED AMENDMENT	A9		H
	2113110012830000-6125	83,689.00	JULY APPROVED AMENDMENT	A9		H
	2113110013330000-6118	5,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110013330000-6119	153,186.00	JULY APPROVED AMENDMENT	A9		H
	2113110013330000-6125	20,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110013430000-6118	16,965.00	JULY APPROVED AMENDMENT	A9		H
	2113110013530000-6118	7,182.00	JULY APPROVED AMENDMENT	A9		H
	2113110013530000-6119	97,600.00	JULY APPROVED AMENDMENT	A9		H
	2113110020024000-6117	20,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110069924000-6118	560,095.00	JULY APPROVED AMENDMENT	A9		H
	2113110069924000-6121	15,000.00	JULY APPROVED AMENDMENT	A9		H
	2153110020124000-6118	28,175.00	JULY APPROVED AMENDMENT	A4		H
	2153110020124000-6125	34,391.00	JULY APPROVED AMENDMENT	A4		H
	2243112287723000-6119	1,220,000.00	JULY APPROVED AMENDMENT	A5		H
	2243112287723000-6125	270,000.00	JULY APPROVED AMENDMENT	A5		H
	2253112210133000-6119	70,000.00	JULY APPROVED AMENDMENT	A1		H
	2253112210133000-6125	25,000.00	JULY APPROVED AMENDMENT	A1		H
	2553110087424000-6112	2,062.00	JULY APPROVED AMENDMENT	A7		H
	25531100874240PL-6112	4,124.00	JULY APPROVED AMENDMENT	A7		H
	2553110088024RTI-6112	23,713.00	JULY APPROVED AMENDMENT	A7		H
	2553113987424000-6112	41,240.00	JULY APPROVED AMENDMENT	A7		H
	2553114987424000-6112	1,031.00	JULY APPROVED AMENDMENT	A7		H
	2553115487424000-6112	15,465.00	JULY APPROVED AMENDMENT	A7		H
	2553116687424000-6112	15,465.00	JULY APPROVED AMENDMENT	A7		H
	2553116987424000-6112	8,248.00	JULY APPROVED AMENDMENT	A7		H
	25531169874240EL-6112	52,066.00	JULY APPROVED AMENDMENT	A7		H
	25531169874240EL-6118	6,786.00	JULY APPROVED AMENDMENT	A7		H
	2553117487424000-6112	4,124.00	JULY APPROVED AMENDMENT	A7		H
	2553117887424000-6112	18,558.00	JULY APPROVED AMENDMENT	A7		H
	25531178874240EL-6112	20,000.00	JULY APPROVED AMENDMENT	A7		H
	2633112100125000-6118	8,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112100225000-6118	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112100325000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112100525000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112101025000-6118	800.00	JULY APPROVED AMENDMENT	A8		H
	2633112101125000-6118	4,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101125000-6125	30,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112101425000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112101625000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104125000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112104525000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104625000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104925000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	2633112105025000-6118	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112105125000-6118	4,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105325000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112105425000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112105525000-6118	4,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106725000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106825000-6118	4,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106925000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112107025000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112107125000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107325000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107425000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112107725000-6118	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112107825000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112108025000-6118	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110125000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110125000-6125	30,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110225000-6118	4,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110325000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110425000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110525000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112110625000-6118	4,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110725000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110825000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112110825000-6125	30,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110925000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112111125000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111225000-6118	4,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112111325000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111425000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111525000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112111625000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111725000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111825000-6118	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112111925000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112025000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112125000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112225000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112325000-6118	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112112425000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112112525000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112625000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112725000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112825000-6118	4,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112925000-6118	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113025000-6118	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112113125000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	2633112113225000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113325000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113425000-6118	3,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112113525000-6118	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112169925000-6118	176,900.00	JULY APPROVED AMENDMENT	A8		H
	2633112169925000-6121	59,345.00	JULY APPROVED AMENDMENT	A8		H
	2633112187425000-6118	50,000.00	JULY APPROVED AMENDMENT	A8		H
	263311IM00225000-6119	60,000.00	JULY APPROVED AMENDMENT	A3		H
	263311IM00225000-6125	30,000.00	JULY APPROVED AMENDMENT	A3		H
	263311IM00925000-6125	30,000.00	JULY APPROVED AMENDMENT	A3		H
	263311IM01125000-6125	30,000.00	JULY APPROVED AMENDMENT	A3		H
	288311TI73024000-6125	42,634.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	5,787,797.00				
6200	2113110006830000-6248	2,607.00	JULY APPROVED AMENDMENT	A9		H
	2153110020124000-6248	2,000.00	JULY APPROVED AMENDMENT	A4		H
	2153110020124000-6269	2,000.00	JULY APPROVED AMENDMENT	A4		H
	2153110020124000-6299	2,000.00	JULY APPROVED AMENDMENT	A4		H
	2243112287723000-6223	100,000.00	JULY APPROVED AMENDMENT	A5		H
	2243112287723000-6299	600,000.00	JULY APPROVED AMENDMENT	A5		H
	288311EO87424000-6299	15,000.00	JULY APPROVED AMENDMENT	A6		H
	3153112787723000-6245	2,000.00	JULY APPROVED AMENDMENT	A2		H
	3153112787723000-6299	40,188.00	JULY APPROVED AMENDMENT	A2		H
	MAJOR OBJECT TOTAL	765,795.00				
6300	2113110004530000-6325	20,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110004530000-6399	63,524.00	JULY APPROVED AMENDMENT	A9		H
	2113110006830000-6317	30,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110006830000-6325	3,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110006830000-6395	500.00	JULY APPROVED AMENDMENT	A9		H
	2113110006830000-6399	14,899.00	JULY APPROVED AMENDMENT	A9		H
	2113110006930000-6399	33,994.00	JULY APPROVED AMENDMENT	A9		H
	2113110007030000-6325	2,500.00	JULY APPROVED AMENDMENT	A9		H
	2113110007030000-6399	23,798.00	JULY APPROVED AMENDMENT	A9		H
	2113110007330000-6399	18,672.00	JULY APPROVED AMENDMENT	A9		H
	2113110007830000-6325	2,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110007830000-6399	9,571.00	JULY APPROVED AMENDMENT	A9		H
	2113110010130000-6399	107,534.00	JULY APPROVED AMENDMENT	A9		H
	2113110010230000-6399	45,422.00	JULY APPROVED AMENDMENT	A9		H
	2113110010330000-6399	10,797.00	JULY APPROVED AMENDMENT	A9		H
	2113110010430000-6317	64,798.00	JULY APPROVED AMENDMENT	A9		H
	2113110010430000-6399	777.00	JULY APPROVED AMENDMENT	A9		H
	2113110010530000-6317	24,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110010530000-6325	12,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110010530000-6329	4,400.00	JULY APPROVED AMENDMENT	A9		H
	2113110010530000-6399	20,174.00	JULY APPROVED AMENDMENT	A9		H
	2113110010630000-6317	25,000.00	JULY APPROVED AMENDMENT	A9		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6300	2113110010630000-6325	30,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110010630000-6399	90,529.00	JULY APPROVED AMENDMENT	A9		H
	2113110010730000-6317	5,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110010730000-6399	24,822.00	JULY APPROVED AMENDMENT	A9		H
	2113110010830000-6317	614.00	JULY APPROVED AMENDMENT	A9		H
	2113110010830000-6325	14,094.00	JULY APPROVED AMENDMENT	A9		H
	2113110010830000-6399	7,140.00	JULY APPROVED AMENDMENT	A9		H
	2113110010930000-6317	7,500.00	JULY APPROVED AMENDMENT	A9		H
	2113110010930000-6399	23,451.00	JULY APPROVED AMENDMENT	A9		H
	2113110011230000-6399	79,121.00	JULY APPROVED AMENDMENT	A9		H
	2113110011330000-6399	11,147.00	JULY APPROVED AMENDMENT	A9		H
	2113110011430000-6317	1,200.00	JULY APPROVED AMENDMENT	A9		H
	2113110011430000-6325	5,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110011430000-6399	42,547.00	JULY APPROVED AMENDMENT	A9		H
	2113110011630000-6325	9,394.00	JULY APPROVED AMENDMENT	A9		H
	2113110011930000-6399	19,552.00	JULY APPROVED AMENDMENT	A9		H
	2113110012430000-6399	20,423.00	JULY APPROVED AMENDMENT	A9		H
	2113110012630000-6399	31,797.00	JULY APPROVED AMENDMENT	A9		H
	2113110012830000-6399	19,307.00	JULY APPROVED AMENDMENT	A9		H
	2113110013330000-6317	20,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110013330000-6399	24,514.00	JULY APPROVED AMENDMENT	A9		H
	2113110013430000-6325	21,713.00	JULY APPROVED AMENDMENT	A9		H
	2113110013430000-6399	16,000.00	JULY APPROVED AMENDMENT	A9		H
	2113110020024000-6399	500.00	JULY APPROVED AMENDMENT	A9		H
	2113110069924000-6399	100,000.00	JULY APPROVED AMENDMENT	A9		H
	21131100874240FC-6399	300.00	JULY APPROVED AMENDMENT	A9		H
	2153110020124000-6317	35,823.00	JULY APPROVED AMENDMENT	A4		H
	2153110020124000-6325	10,000.00	JULY APPROVED AMENDMENT	A4		H
	2153110020124000-6395	1,000.00	JULY APPROVED AMENDMENT	A4		H
	2153110020124000-6399	21,219.00	JULY APPROVED AMENDMENT	A4		H
	2243112287723000-6399	500,000.00	JULY APPROVED AMENDMENT	A5		H
	2253112287723000-6399	27,951.00	JULY APPROVED AMENDMENT	A1		H
	2633112100125000-6317	1,600.00	JULY APPROVED AMENDMENT	A8		H
	2633112100125000-6325	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112100125000-6399	3,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112100225000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112100225000-6325	250.00	JULY APPROVED AMENDMENT	A8		H
	2633112100225000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112100325000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112100325000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112100325000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112100525000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112100525000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112100525000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101025000-6317	450.00	JULY APPROVED AMENDMENT	A8		H
	2633112101025000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101125000-6317	600.00	JULY APPROVED AMENDMENT	A8		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6300	2633112101125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101125000-6399	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101425000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112101425000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101425000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101625000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112101625000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112101625000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104125000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112104125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104125000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104525000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104525000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104525000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104625000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104625000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104625000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104925000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104925000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112104925000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105025000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105025000-6325	250.00	JULY APPROVED AMENDMENT	A8		H
	2633112105025000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105125000-6317	600.00	JULY APPROVED AMENDMENT	A8		H
	2633112105125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105125000-6399	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105325000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112105325000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105325000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105425000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112105425000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105425000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105525000-6317	600.00	JULY APPROVED AMENDMENT	A8		H
	2633112105525000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112105525000-6399	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106725000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106725000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112106725000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106825000-6317	600.00	JULY APPROVED AMENDMENT	A8		H
	2633112106825000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106825000-6399	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106925000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112106925000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112106925000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107025000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112107025000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107025000-6399	500.00	JULY APPROVED AMENDMENT	A8		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6300	2633112107125000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107125000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107325000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107325000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107325000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107425000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112107425000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107425000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107725000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107725000-6325	250.00	JULY APPROVED AMENDMENT	A8		H
	2633112107725000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107825000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112107825000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112107825000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112108025000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112108025000-6325	250.00	JULY APPROVED AMENDMENT	A8		H
	2633112108025000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110125000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110125000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110225000-6317	600.00	JULY APPROVED AMENDMENT	A8		H
	2633112110225000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110225000-6399	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110325000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110325000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110325000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110425000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110425000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110425000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110525000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112110525000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110525000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110625000-6317	600.00	JULY APPROVED AMENDMENT	A8		H
	2633112110625000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110625000-6399	2,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110725000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112110725000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110725000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110825000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112110825000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110825000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110925000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112110925000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112110925000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111125000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6300	2633112111125000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111225000-6317	1,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112111225000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111225000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111325000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111325000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112111325000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111425000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111425000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111425000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111525000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112111525000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111525000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111625000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111625000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111625000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111725000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111725000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112111725000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111825000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111825000-6325	250.00	JULY APPROVED AMENDMENT	A8		H
	2633112111825000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111925000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112111925000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112111925000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112025000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112025000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112112025000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112125000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112125000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112225000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112225000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112112225000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112325000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112325000-6325	250.00	JULY APPROVED AMENDMENT	A8		H
	2633112112325000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112425000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112112425000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112425000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112525000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112525000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112112525000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112625000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112625000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112112625000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112725000-6317	500.00	JULY APPROVED AMENDMENT	A8		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6300	2633112112725000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112725000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112825000-6317	600.00	JULY APPROVED AMENDMENT	A8		H
	2633112112825000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112825000-6399	1,500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112925000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112112925000-6325	350.00	JULY APPROVED AMENDMENT	A8		H
	2633112112925000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113025000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113025000-6325	250.00	JULY APPROVED AMENDMENT	A8		H
	2633112113025000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113125000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113125000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113125000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113225000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113225000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113225000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113325000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113325000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113325000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113425000-6317	400.00	JULY APPROVED AMENDMENT	A8		H
	2633112113425000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113425000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113525000-6317	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113525000-6325	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112113525000-6399	500.00	JULY APPROVED AMENDMENT	A8		H
	2633112169925000-6395	2,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112169925000-6399	10,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112187425000-6325	5,000.00	JULY APPROVED AMENDMENT	A8		H
	2633112187425000-6399	119,036.00	JULY APPROVED AMENDMENT	A8		H
	288311EO20024000-6325	4,500.00	JULY APPROVED AMENDMENT	A6		H
	288311EO20024000-6399	4,500.00	JULY APPROVED AMENDMENT	A6		H
	3153112787723000-6317	4,000.00	JULY APPROVED AMENDMENT	A2		H
	3153112787723000-6399	11,000.00	JULY APPROVED AMENDMENT	A2		H
	MAJOR OBJECT TOTAL	2,026,854.00				
6400	2113110069924000-6412	300,000.00	JULY APPROVED AMENDMENT	A9		H
	2243112287723000-6411	50,000.00	JULY APPROVED AMENDMENT	A5		H
	2633112169925000-6412	8,000.00	JULY APPROVED AMENDMENT	A8		H
	263311IM69925000-6412	22,785.00	JULY APPROVED AMENDMENT	A3		H
	3153112787723000-6411	30,000.00	JULY APPROVED AMENDMENT	A2		H
	3153112787723000-6412	3,000.00	JULY APPROVED AMENDMENT	A2		H
	MAJOR OBJECT TOTAL	413,785.00				
6600	2243112287723000-6639	50,000.00	JULY APPROVED AMENDMENT	A5		H
	MAJOR OBJECT TOTAL	50,000.00				
	FUNCTION TOTAL	9,044,231.00				

CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET AMENDMENTS DETAIL LISTING

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 12						
6100	2113122869924000-6121	10,000.00	JULY APPROVED AMENDMENT	A9		H
	MAJOR OBJECT TOTAL	10,000.00				
	FUNCTION TOTAL	10,000.00				
FUNCTION 13						
6100	2113130004530000-6119	80,226.00	JULY APPROVED AMENDMENT	A9		H
	2113130006830000-6118	1,417.00	JULY APPROVED AMENDMENT	A9		H
	2113130006830000-6119	233,461.00	JULY APPROVED AMENDMENT	A9		H
	2113130006930000-6119	154,206.00	JULY APPROVED AMENDMENT	A9		H
	2113130007030000-6118	6,702.00	JULY APPROVED AMENDMENT	A9		H
	2113130007030000-6119	207,418.00	JULY APPROVED AMENDMENT	A9		H
	2113130007330000-6119	75,722.00	JULY APPROVED AMENDMENT	A9		H
	2113130007830000-6119	162,048.00	JULY APPROVED AMENDMENT	A9		H
	2113130010130000-6119	87,320.00	JULY APPROVED AMENDMENT	A9		H
	2113130010230000-6119	237,195.00	JULY APPROVED AMENDMENT	A9		H
	2113130010330000-6119	232,691.00	JULY APPROVED AMENDMENT	A9		H
	2113130010430000-6118	4,124.00	JULY APPROVED AMENDMENT	A9		H
	2113130010430000-6119	146,799.00	JULY APPROVED AMENDMENT	A9		H
	2113130010530000-6118	2,062.00	JULY APPROVED AMENDMENT	A9		H
	2113130010530000-6119	157,979.00	JULY APPROVED AMENDMENT	A9		H
	2113130010630000-6119	162,942.00	JULY APPROVED AMENDMENT	A9		H
	2113130010730000-6119	150,724.00	JULY APPROVED AMENDMENT	A9		H
	2113130010830000-6119	79,231.00	JULY APPROVED AMENDMENT	A9		H
	2113130010930000-6119	78,733.00	JULY APPROVED AMENDMENT	A9		H
	2113130011130000-6119	141,574.00	JULY APPROVED AMENDMENT	A9		H
	2113130011230000-6119	157,566.00	JULY APPROVED AMENDMENT	A9		H
	2113130011330000-6119	76,842.00	JULY APPROVED AMENDMENT	A9		H
	2113130011430000-6119	125,020.00	JULY APPROVED AMENDMENT	A9		H
	2113130011530000-6119	159,002.00	JULY APPROVED AMENDMENT	A9		H
	2113130011630000-6119	78,733.00	JULY APPROVED AMENDMENT	A9		H
	2113130011930000-6119	81,720.00	JULY APPROVED AMENDMENT	A9		H
	2113130012430000-6119	155,699.00	JULY APPROVED AMENDMENT	A9		H
	2113130012630000-6119	153,683.00	JULY APPROVED AMENDMENT	A9		H
	2113130012830000-6119	170,159.00	JULY APPROVED AMENDMENT	A9		H
	2113130013330000-6118	5,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130013430000-6119	158,722.00	JULY APPROVED AMENDMENT	A9		H
	2113130069924000-6118	20,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130088024000-6119	172,684.00	JULY APPROVED AMENDMENT	A9		H
	2113130287424000-6119	44,658.00	JULY APPROVED AMENDMENT	A9		H
	2113133987424000-6119	88,551.00	JULY APPROVED AMENDMENT	A9		H
	2113135887424000-6119	174,261.00	JULY APPROVED AMENDMENT	A9		H
	2113136987424000-6119	236,824.00	JULY APPROVED AMENDMENT	A9		H
	211313TI87424000-6119	44,197.00	JULY APPROVED AMENDMENT	A9		H
	2553130087424000-6118	50,895.00	JULY APPROVED AMENDMENT	A7		H
	25531300874240PL-6118	2,262.00	JULY APPROVED AMENDMENT	A7		H

CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET AMENDMENTS DETAIL LISTING

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 13						
6100	2553130088024RTI-6118	7,500.00	JULY APPROVED AMENDMENT	A7		H
	2553130287424000-6119	44,609.00	JULY APPROVED AMENDMENT	A7		H
	2553133987424000-6118	1,697.00	JULY APPROVED AMENDMENT	A7		H
	2553133987424000-6119	135,870.00	JULY APPROVED AMENDMENT	A7		H
	2553134987424000-6118	1,131.00	JULY APPROVED AMENDMENT	A7		H
	2553135487424000-6118	8,143.00	JULY APPROVED AMENDMENT	A7		H
	2553136687424000-6118	13,572.00	JULY APPROVED AMENDMENT	A7		H
	2553136987424000-6118	7,804.00	JULY APPROVED AMENDMENT	A7		H
	2553136987424000-6119	122,481.00	JULY APPROVED AMENDMENT	A7		H
	2553137387424000-6118	1,696.00	JULY APPROVED AMENDMENT	A7		H
	2553137487424000-6118	3,958.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6118	2,488.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6119	88,331.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424OEL-6118	18,322.00	JULY APPROVED AMENDMENT	A7		H
	255313DX87424000-6118	1,131.00	JULY APPROVED AMENDMENT	A7		H
	2633132187425000-6112	10,000.00	JULY APPROVED AMENDMENT	A8		H
	2633132187425000-6119	256,200.00	JULY APPROVED AMENDMENT	A8		H
	263313IM87425000-6119	89,100.00	JULY APPROVED AMENDMENT	A3		H
	288313EO87424000-6119	90,348.00	JULY APPROVED AMENDMENT	A6		H
	288313TR874240T2-6119	88,331.00	JULY APPROVED AMENDMENT	A6		H
	288313TR879240T2-6119	92,169.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	5,643,933.00				
6200	2113130006930000-6299	34,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130007330000-6299	11,310.00	JULY APPROVED AMENDMENT	A9		H
	2113130010530000-6299	2,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130010630000-6299	30,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130010830000-6299	30,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130010930000-6299	10,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130011130000-6299	28,500.00	JULY APPROVED AMENDMENT	A9		H
	2113130011430000-6299	30,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130012630000-6299	38,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130013530000-6299	35,000.00	JULY APPROVED AMENDMENT	A9		H
	2243132287723000-6299	50,000.00	JULY APPROVED AMENDMENT	A5		H
	2553130020024000-6299	3,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6248	3,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6299	72,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424OPL-6299	85,000.00	JULY APPROVED AMENDMENT	A7		H
	2553134987424000-6299	4,000.00	JULY APPROVED AMENDMENT	A7		H
	2553136687424000-6299	5,000.00	JULY APPROVED AMENDMENT	A7		H
	2553136987424000-6299	5,800.00	JULY APPROVED AMENDMENT	A7		H
	2553137387424000-6299	12,000.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424OEL-6248	12,427.00	JULY APPROVED AMENDMENT	A7		H
	2633132187425000-6299	18,000.00	JULY APPROVED AMENDMENT	A8		H
	288313SS88024000-6299	82,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	601,037.00				

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 13						
6300	2113130006830000-6399	2,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130012430000-6325	2,000.00	JULY APPROVED AMENDMENT	A9		H
	2242132287723000-6318	75,000.00	JULY APPROVED AMENDMENT	A5		H
	2553130020024000-6325	6,500.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6317	7,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6325	35,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6395	5,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6399	37,542.00	JULY APPROVED AMENDMENT	A7		H
	255313008742400PL-6317	4,500.00	JULY APPROVED AMENDMENT	A7		H
	255313008742400PL-6325	20,000.00	JULY APPROVED AMENDMENT	A7		H
	255313008742400PL-6395	2,000.00	JULY APPROVED AMENDMENT	A7		H
	255313008742400PL-6399	4,000.00	JULY APPROVED AMENDMENT	A7		H
	255313008802400TI-6317	3,000.00	JULY APPROVED AMENDMENT	A7		H
	255313008802400TI-6325	2,000.00	JULY APPROVED AMENDMENT	A7		H
	255313008802400TI-6395	2,000.00	JULY APPROVED AMENDMENT	A7		H
	255313008802400TI-6399	5,145.00	JULY APPROVED AMENDMENT	A7		H
	2553133987424000-6399	1,368.00	JULY APPROVED AMENDMENT	A7		H
	2553134987424000-6325	500.00	JULY APPROVED AMENDMENT	A7		H
	2553134987424000-6395	500.00	JULY APPROVED AMENDMENT	A7		H
	2553134987424000-6399	3,518.00	JULY APPROVED AMENDMENT	A7		H
	2553135487424000-6395	424.00	JULY APPROVED AMENDMENT	A7		H
	2553135487424000-6399	653.00	JULY APPROVED AMENDMENT	A7		H
	2553136687424000-6325	5,000.00	JULY APPROVED AMENDMENT	A7		H
	2553136687424000-6395	3,100.00	JULY APPROVED AMENDMENT	A7		H
	2553136687424000-6399	3,363.00	JULY APPROVED AMENDMENT	A7		H
	2553136987424000-6325	288.00	JULY APPROVED AMENDMENT	A7		H
	2553136987424000-6395	1,000.00	JULY APPROVED AMENDMENT	A7		H
	2553136987424000-6399	8,000.00	JULY APPROVED AMENDMENT	A7		H
	255313698742400EL-6325	8,000.00	JULY APPROVED AMENDMENT	A7		H
	255313698742400EL-6395	5,000.00	JULY APPROVED AMENDMENT	A7		H
	255313698742400EL-6399	10,148.00	JULY APPROVED AMENDMENT	A7		H
	2553137387424000-6325	2,200.00	JULY APPROVED AMENDMENT	A7		H
	2553137387424000-6395	500.00	JULY APPROVED AMENDMENT	A7		H
	2553137487424000-6399	1,450.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6317	1,000.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6325	4,000.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6395	1,000.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6399	2,000.00	JULY APPROVED AMENDMENT	A7		H
	255313788742400EL-6325	17,500.00	JULY APPROVED AMENDMENT	A7		H
	255313788742400EL-6395	2,500.00	JULY APPROVED AMENDMENT	A7		H
	255313788742400EL-6399	3,200.00	JULY APPROVED AMENDMENT	A7		H
	255313DX87424000-6325	3,869.00	JULY APPROVED AMENDMENT	A7		H
	255313DX87424000-6395	500.00	JULY APPROVED AMENDMENT	A7		H
	255313DX87424000-6399	5,000.00	JULY APPROVED AMENDMENT	A7		H
	255313NT87424000-6317	1,200.00	JULY APPROVED AMENDMENT	A7		H
	255313NT87424000-6325	10,000.00	JULY APPROVED AMENDMENT	A7		H
	255313NT87424000-6395	3,000.00	JULY APPROVED AMENDMENT	A7		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 13						
6300	255313NT87424000-6399	5,300.00	JULY APPROVED AMENDMENT	A7		H
	255313SS87424000-6399	7,500.00	JULY APPROVED AMENDMENT	A7		H
	2633132187425000-6325	13,000.00	JULY APPROVED AMENDMENT	A8		H
	2633132187425000-6395	2,000.00	JULY APPROVED AMENDMENT	A8		H
	2633132187425000-6399	5,000.00	JULY APPROVED AMENDMENT	A8		H
	288313EO87424000-6399	1,000.00	JULY APPROVED AMENDMENT	A6		H
	288313SS88024000-6399	15,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	371,268.00				
6400	2113130006830000-6411	7,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130006930000-6411	5,800.00	JULY APPROVED AMENDMENT	A9		H
	2113130007030000-6411	7,500.00	JULY APPROVED AMENDMENT	A9		H
	2113130007330000-6411	2,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130010630000-6411	10,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130010730000-6411	5,512.00	JULY APPROVED AMENDMENT	A9		H
	2113130011930000-6411	12,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130012430000-6411	25,000.00	JULY APPROVED AMENDMENT	A9		H
	2113130012630000-6411	4,500.00	JULY APPROVED AMENDMENT	A9		H
	2243132287723000-6411	75,000.00	JULY APPROVED AMENDMENT	A5		H
	2553130020024000-6419	6,500.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6411	5,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130087424000-6495	750.00	JULY APPROVED AMENDMENT	A7		H
	25531300874240PL-6411	1,000.00	JULY APPROVED AMENDMENT	A7		H
	2553130088024RTI-6411	5,000.00	JULY APPROVED AMENDMENT	A7		H
	2553133987424000-6411	4,200.00	JULY APPROVED AMENDMENT	A7		H
	2553133987424000-6495	120.00	JULY APPROVED AMENDMENT	A7		H
	2553134987424000-6411	7,000.00	JULY APPROVED AMENDMENT	A7		H
	2553135487424000-6411	4,815.00	JULY APPROVED AMENDMENT	A7		H
	2553136687424000-6411	3,300.00	JULY APPROVED AMENDMENT	A7		H
	2553136987424000-6411	7,000.00	JULY APPROVED AMENDMENT	A7		H
	25531369874240EL-6411	10,000.00	JULY APPROVED AMENDMENT	A7		H
	2553137387424000-6411	453.00	JULY APPROVED AMENDMENT	A7		H
	2553137387424000-6495	1,000.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6411	4,954.00	JULY APPROVED AMENDMENT	A7		H
	2553137887424000-6495	3,000.00	JULY APPROVED AMENDMENT	A7		H
	25531378874240EL-6411	16,800.00	JULY APPROVED AMENDMENT	A7		H
	255313DX87424000-6411	8,000.00	JULY APPROVED AMENDMENT	A7		H
	255313NT87424000-6411	500.00	JULY APPROVED AMENDMENT	A7		H
	2633132187425000-6411	11,000.00	JULY APPROVED AMENDMENT	A8		H
	288313EO20024000-6411	1,000.00	JULY APPROVED AMENDMENT	A6		H
	288313EO87424000-6411	1,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	256,704.00				
	FUNCTION TOTAL	6,872,942.00				
FUNCTION 21						
6100	2113210087424000-6119	218.00	JULY APPROVED AMENDMENT	A9		H

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 21						
6100	2113210087424000-6125	37,785.00	JULY APPROVED AMENDMENT	A9		H
	2553210087424000-6119	15,208.00	JULY APPROVED AMENDMENT	A7		H
	2553210087424000-6125	93,411.00	JULY APPROVED AMENDMENT	A7		H
	2553216987424000-6125	11,776.00	JULY APPROVED AMENDMENT	A7		H
	2633212187425000-6125	13,303.00	JULY APPROVED AMENDMENT	A8		H
	288321EO87424000-6119	52,844.00	JULY APPROVED AMENDMENT	A6		H
	288321TR874240T2-6125	14,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	238,545.00				
6200	2113210087424000-6299	8,595.00	JULY APPROVED AMENDMENT	A9		H
	MAJOR OBJECT TOTAL	8,595.00				
6300	2113210087424000-6395	500.00	JULY APPROVED AMENDMENT	A9		H
	2113210087424000-6399	8,750.00	JULY APPROVED AMENDMENT	A9		H
	2242212287723000-6399	200,000.00	JULY APPROVED AMENDMENT	A5		H
	2633212187425000-6399	9,559.00	JULY APPROVED AMENDMENT	A8		H
	288321EO87424000-6399	1,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	219,809.00				
6400	2113210087424000-6411	3,000.00	JULY APPROVED AMENDMENT	A9		H
	2113210087424000-6491	250.00	JULY APPROVED AMENDMENT	A9		H
	2113210087424000-6495	500.00	JULY APPROVED AMENDMENT	A9		H
	2243212287723000-6411	20,000.00	JULY APPROVED AMENDMENT	A5		H
	2553210087424000-6411	8,000.00	JULY APPROVED AMENDMENT	A7		H
	2553210087424000-6495	1,500.00	JULY APPROVED AMENDMENT	A7		H
	255321008742 4OPL-6411	2,114.00	JULY APPROVED AMENDMENT	A7		H
	2553210088024RTI-6411	600.00	JULY APPROVED AMENDMENT	A7		H
	2553210088024RTI-6495	59.00	JULY APPROVED AMENDMENT	A7		H
	2553213987424000-6411	1,200.00	JULY APPROVED AMENDMENT	A7		H
	2553213987424000-6495	175.00	JULY APPROVED AMENDMENT	A7		H
	2553214987424000-6411	2,200.00	JULY APPROVED AMENDMENT	A7		H
	2553214987424000-6495	120.00	JULY APPROVED AMENDMENT	A7		H
	2553215487424000-6411	500.00	JULY APPROVED AMENDMENT	A7		H
	2553216687424000-6411	1,200.00	JULY APPROVED AMENDMENT	A7		H
	2553216987424000-6411	1,800.00	JULY APPROVED AMENDMENT	A7		H
	2553216987424000-6495	60.00	JULY APPROVED AMENDMENT	A7		H
	255321698742 4OEL-6411	3,000.00	JULY APPROVED AMENDMENT	A7		H
	2553217387424000-6411	7,000.00	JULY APPROVED AMENDMENT	A7		H
	2553217387424000-6495	150.00	JULY APPROVED AMENDMENT	A7		H
	2553217487424000-6495	467.00	JULY APPROVED AMENDMENT	A7		H
	2553217887424000-6411	3,000.00	JULY APPROVED AMENDMENT	A7		H
	255321788742 4OEL-6411	1,250.00	JULY APPROVED AMENDMENT	A7		H
	255321DX87424000-6411	1,500.00	JULY APPROVED AMENDMENT	A7		H
	255321LD87424000-6411	16,000.00	JULY APPROVED AMENDMENT	A7		H
	255321SS87424000-6411	2,500.00	JULY APPROVED AMENDMENT	A7		H
	288321EO87424000-6411	1,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	79,145.00				
	FUNCTION TOTAL	546,094.00				

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 23						
6100	2113230006830000-6118	2,000.00	JULY APPROVED AMENDMENT	A9		H
	2113230069924000-6118	30,000.00	JULY APPROVED AMENDMENT	A9		H
	MAJOR OBJECT TOTAL	32,000.00				
6200	2113230006930000-6299	900.00	JULY APPROVED AMENDMENT	A9		H
	255323LD87424000-6299	10,000.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	10,900.00				
6300	255323LD87424000-6317	5,000.00	JULY APPROVED AMENDMENT	A7		H
	255323LD87424000-6325	10,000.00	JULY APPROVED AMENDMENT	A7		H
	255323LD87424000-6399	19,000.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	34,000.00				
6400	2113230006830000-6411	7,000.00	JULY APPROVED AMENDMENT	A9		H
	2113230006930000-6411	2,100.00	JULY APPROVED AMENDMENT	A9		H
	2113230007030000-6411	1,598.00	JULY APPROVED AMENDMENT	A9		H
	2113230007830000-6411	1,800.00	JULY APPROVED AMENDMENT	A9		H
	2113230010630000-6411	3,000.00	JULY APPROVED AMENDMENT	A9		H
	2113230011930000-6411	2,000.00	JULY APPROVED AMENDMENT	A9		H
	2113230012430000-6411	1,000.00	JULY APPROVED AMENDMENT	A9		H
	255323LD87424000-6411	15,000.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	33,498.00				
	FUNCTION TOTAL	110,398.00				
FUNCTION 31						
6100	2113310006830000-6119	500.00	JULY APPROVED AMENDMENT	A9		H
	2113310007830000-6119	1,000.00	JULY APPROVED AMENDMENT	A9		H
	2113310069924000-6118	15,000.00	JULY APPROVED AMENDMENT	A9		H
	2242312287723000-6119	6,638,592.00	JULY APPROVED AMENDMENT	A5		H
	288331SS87524000-6118	15,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	6,670,092.00				
6200	2242312287723000-6299	150,000.00	JULY APPROVED AMENDMENT	A5		H
	288331SS87524000-6299	58,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	208,000.00				
6300	2242312287723000-6339	175,000.00	JULY APPROVED AMENDMENT	A5		H
	2242312287723000-6399	300,000.00	JULY APPROVED AMENDMENT	A5		H
	288331SS87524000-6325	4,000.00	JULY APPROVED AMENDMENT	A6		H
	288331SS87524000-6399	4,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	483,000.00				
6400	2242312287723000-6411	150,000.00	JULY APPROVED AMENDMENT	A5		H
	MAJOR OBJECT TOTAL	150,000.00				
	FUNCTION TOTAL	7,511,092.00				

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 32						
6100	2113320087424000-6119	11,672.00	JULY APPROVED AMENDMENT	A9		H
	263332IM012250NC-6119	84,500.00	JULY APPROVED AMENDMENT	A3		H
	MAJOR OBJECT TOTAL	96,172.00				
	FUNCTION TOTAL	96,172.00				
FUNCTION 33						
6100	2113330069924000-6118	15,000.00	JULY APPROVED AMENDMENT	A9		H
	288333SS87224000-6112	3,000.00	JULY APPROVED AMENDMENT	A6		H
	288333SS87224000-6118	20,000.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	38,000.00				
6200	288333SS87224000-6299	500.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	500.00				
6300	2553330087224000-6399	2,399.00	JULY APPROVED AMENDMENT	A7		H
	288333SS87224000-6325	6,883.00	JULY APPROVED AMENDMENT	A6		H
	288333SS87224000-6395	750.00	JULY APPROVED AMENDMENT	A6		H
	288333SS87224000-6399	10,002.00	JULY APPROVED AMENDMENT	A6		H
	MAJOR OBJECT TOTAL	20,034.00				
6400	2553330087224000-6495	12,601.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	12,601.00				
	FUNCTION TOTAL	71,135.00				
FUNCTION 41						
6100	2113410072624000-6125	15,219.00	JULY APPROVED AMENDMENT	A9		H
	2113410072624000-6127	9,919.00	JULY APPROVED AMENDMENT	A9		H
	2113410072624000-6139	4,501.00	JULY APPROVED AMENDMENT	A9		H
	2553410072624000-6118	452.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	30,091.00				
6200	2113410072624000-6211	12,000.00	JULY APPROVED AMENDMENT	A9		H
	2553410072624000-6248	5,920.00	JULY APPROVED AMENDMENT	A7		H
	2553410072624000-6299	750.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	18,670.00				
6300	2113410072624000-6399	2,019.00	JULY APPROVED AMENDMENT	A9		H
	2553410072624000-6317	4,000.00	JULY APPROVED AMENDMENT	A7		H
	2553410072624000-6325	250.00	JULY APPROVED AMENDMENT	A7		H
	2553410072624000-6395	4,800.00	JULY APPROVED AMENDMENT	A7		H
	2553410072624000-6399	14,828.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	25,897.00				

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 41						
6400	2113410072624000-6411	1,000.00	JULY APPROVED AMENDMENT	A9		H
	2553410072624000-6411	7,000.00	JULY APPROVED AMENDMENT	A7		H
	2553410072624000-6495	2,000.00	JULY APPROVED AMENDMENT	A7		H
	MAJOR OBJECT TOTAL	10,000.00				
	FUNCTION TOTAL	84,658.00				
FUNCTION 51						
6600	199251AF13399000-6639	18,705.19	JULY APPROVED AMENDMENT	A10		H
	MAJOR OBJECT TOTAL	18,705.19				
	FUNCTION TOTAL	18,705.19				
FUNCTION 61						
6100	211361PT10430000-6119	60,489.00	JULY APPROVED AMENDMENT	A9		H
	211361PT13530000-6121	1,131.00	JULY APPROVED AMENDMENT	A9		H
	MAJOR OBJECT TOTAL	61,620.00				
6200	211361PT13530000-6299	500.00	JULY APPROVED AMENDMENT	A9		H
	MAJOR OBJECT TOTAL	500.00				
6300	211361PT04530000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT06830000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT06930000-6399	2,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT07030000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT07330000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10130000-6399	3,345.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10230000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10330000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10430000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10530000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10630000-6325	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10730000-6399	2,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10830000-6325	1,700.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10830000-6399	1,820.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10930000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11130000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11230000-6399	2,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11330000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11430000-6399	2,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11530000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11630000-6399	3,020.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11930000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT12430000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT12630000-6325	1,500.00	JULY APPROVED AMENDMENT	A9		H

CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET AMENDMENTS DETAIL LISTING

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 61						
6300	211361PT12630000-6399	2,020.00	JULY APPROVED AMENDMENT	A9		H
	211361PT12830000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT13330000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT13430000-6399	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT13530000-6325	1,512.00	JULY APPROVED AMENDMENT	A9		H
	211361PT13530000-6399	845.00	JULY APPROVED AMENDMENT	A9		H
	MAJOR OBJECT TOTAL	89,202.00				
6400	211361PT06930000-6499	1,000.00	JULY APPROVED AMENDMENT	A9		H
	211361PT07830000-6499	3,520.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10130000-6499	175.00	JULY APPROVED AMENDMENT	A9		H
	211361PT10730000-6499	1,000.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11230000-6499	1,000.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11430000-6499	1,000.00	JULY APPROVED AMENDMENT	A9		H
	211361PT11630000-6499	500.00	JULY APPROVED AMENDMENT	A9		H
	MAJOR OBJECT TOTAL	8,195.00				
	FUNCTION TOTAL	159,517.00				
	TOTAL EXPENSES	24,524,944.19				

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	25521169874240EL-6112	1,500.00	JULY APPROVED TRANSFER	JULY 22	T11-7	H
	281111SP99811000-6119	1,193,000.00	JULY APPROVED TRANSFER	JULY 22	T11-4	H
	MAJOR OBJECT TOTAL	1,194,500.00				
6300	1992110004911000-6399	-474.84	JULY APPROVED TRANSFER	JULY 22	T11-2	H
	1992110005511000-6399	5,182.50	JULY APPROVED TRANSFER	JULY 22	T11-1	H
	1992110099811000-6399	-102,153.11	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	1992112287723000-6399	-500.00	JULY APPROVED TRANSFER	JULY 22	T11-3	H
	19921189874220PI-6399	48,691.68	JULY APPROVED TRANSFER	JULY 22	T 11-6	H
	19921189874220PI-6399	-500.00	JULY APPROVED TRANSFER	JULY 22	T11-3	H
	MAJOR OBJECT TOTAL	-49,753.77				
	FUNCTION TOTAL	1,144,746.23				
FUNCTION 12						
6100	281112SP99811000-6119	250.00	JULY APPROVED TRANSFER	JULY 22	T11-4	H
	MAJOR OBJECT TOTAL	250.00				
	FUNCTION TOTAL	250.00				
FUNCTION 13						
6300	1992130073011O0J-6399	-500.00	JULY APPROVED TRANSFER	JULY 22	T11-3	H
	1992130099811000-6399	3,220.70	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	25521369874240EL-6399	-1,500.00	JULY APPROVED TRANSFER	JULY 22	T11-7	H
	MAJOR OBJECT TOTAL	1,220.70				
6400	19921389874220PI-6411	-8,710.48	JULY APPROVED TRANSFER	JULY 22	T 11-6	H
	MAJOR OBJECT TOTAL	-8,710.48				
	FUNCTION TOTAL	-7,489.78				
FUNCTION 21						
6300	1992210087499000-6399	2,000.00	JULY APPROVED TRANSFER	JULY 22	T11-3	H
	1992210099899000-6399	-5,842.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	-3,842.00				
	FUNCTION TOTAL	-3,842.00				
FUNCTION 23						
6100	281123SP99899000-6119	-1,274,750.00	JULY APPROVED TRANSFER	JULY 22	T11-4	H
	MAJOR OBJECT TOTAL	-1,274,750.00				
6300	1992230099899000-6399	1,355.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	1,355.00				
	FUNCTION TOTAL	-1,273,395.00				

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 31						
6100	281131SP99899000-6119	80,750.00	JULY APPROVED TRANSFER	JULY 22	T11-4	H
	MAJOR OBJECT TOTAL	80,750.00				
6300	1992310087999000-6399	-500.00	JULY APPROVED TRANSFER	JULY 22	T11-3	H
	1992310099899000-6399	90.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	-410.00				
	FUNCTION TOTAL	80,340.00				
FUNCTION 34						
6300	1992340099899000-6399	8,233.31	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	8,233.31				
	FUNCTION TOTAL	8,233.31				
FUNCTION 36						
6100	281136SP99899000-6119	750.00	JULY APPROVED TRANSFER	JULY 22	T11-4	H
	MAJOR OBJECT TOTAL	750.00				
6400	1992360005599000-6412	-5,182.50	JULY APPROVED TRANSFER	JULY 22	T11-1	H
	19923689874220PI-6411	-4,356.46	JULY APPROVED TRANSFER	JULY 22	T 11-6	H
	MAJOR OBJECT TOTAL	-9,538.96				
	FUNCTION TOTAL	-8,788.96				
FUNCTION 41						
6300	1992410099899000-6399	118,026.10	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	118,026.10				
6400	199241BR99899000-6411	-100,000.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	-100,000.00				
	FUNCTION TOTAL	18,026.10				
FUNCTION 51						
6200	1992510004999000-6246	474.84	JULY APPROVED TRANSFER	JULY 22	T11-2	H
	1992510099899000-6245	-2,000.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	1992510099899000-6246	2,000.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	19925101003220PI-6259	-5,132.04	JULY APPROVED TRANSFER	JULY 22	T 11-6	H
	19925101005220PI-6259	-6,739.72	JULY APPROVED TRANSFER	JULY 22	T 11-6	H
	19925124046220PI-6246	-23,500.00	JULY APPROVED TRANSFER	JULY 22	T 11-6	H
	19925189874220PI-6246	-252.98	JULY APPROVED TRANSFER	JULY 22	T 11-6	H
	MAJOR OBJECT TOTAL	-35,149.90				
	FUNCTION TOTAL	-35,149.90				

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 52						
6300	1992520099899000-6399	77,035.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	77,035.00				
	FUNCTION TOTAL	77,035.00				
FUNCTION 53						
6300	1992530099899000-6399	35.00	JULY APPROVED TRANSFER	JULY 22	T11-5	H
	MAJOR OBJECT TOTAL	35.00				
	FUNCTION TOTAL	35.00				
	TOTAL EXPENSES	.00				

Receive Human Resources Department Report and Consider Employment of Professional Personnel August 2, 2022

Recommendation:
That the Conroe Independent School District Board of Trustees approve the Human Resources report as submitted by Paula Green, Director of Human Resources, and as recommended by Dr. Curtis Null, Superintendent of Schools:

Explanation:
As follows, you will find personnel resignations, retirements, employment of professional personnel and employment of substitute teachers:

Personnel Resignations (*Information Only*)

Austin Elementary School
Lisa Ayo, Second Grade

Bozman Intermediate School
Chandra Gonzales, Art
Taren Land, Campus Instructional Coach
Lemmis Stephens, Language Arts

Broadway Elementary School
Brittany Cabrera, Campus Instructional Coach
Katie Michalk, Kindergarten
Judy Salazar, Special Education

Bush Elementary School
Mindy Eschenburg, Kindergarten
Melissa Roberson, Physical Education

Caney Creek High School
Carrie Cannon, Biology
Julie Lackey, Special Education
Cari Lehman, English
Jeffrey Matthews, English
Reza Talabi, Science Composite

Clark Intermediate School
Faith Hoisager, Art

Collins Intermediate School
Julienne Berg, Science/Social Studies
Sara Courser, Language Arts

Conroe High School
Nana Ankamah, Social Studies
Forest Craig, Math
Charles Hopkins, CTE Auto Repair
Hara Johnson, Chemistry
Michael Manning, Social Studies
Keila Roman, Special Education
Timothy Wiley, CTE Agricultural Science

Conroe High School – Ninth Grade Campus
Cliff Jordan Abney, Biology

Cox Intermediate School
Ashley Brazil, Language Arts

Creighton Elementary School
Heather Gallagher, Nurse

Cryar Intermediate School
Stephanie Cooke, Choir
Catherine Delaune, Art
Ashley Harris, Language Arts

Finance Department
Rachel Garrison, Payroll Benefits Accountant

Galatas Elementary School
Leigh Jordan, Third Grade

Giesinger Elementary School
Victoria Reed, Third Grade

Grand Oaks High School
Amanda Brimberry, Biology
Savannah Gentry, CTE Family Consumer Science
Travis Meador, Theater Arts
Destinee Milton, CTE Family Consumer Science
Brittney Myers, CTE Agricultural Science
Natalie Stewart, CTE Childcare/Parental
Travis Subda, Biology

Hailey Elementary School
Eileen Masterson, Speech Language Pathologist

Houser Elementary School
Shelley Wells, Academic Interventionist

Houston Elementary School
Catherine Pells, Librarian

Irons Junior High School
Cody Chapman, Special Education
Steven Cunigan, Health
Jada Dyson, Social Studies
Sydnie King, Math
Sandra Mikush, Counselor
Evelyn Surgers, Language Arts
Marci Williams, Language Arts

McCullough Junior High School
Cassandra Bianca, School Nurse
Kamesha Sellers, English as a Second Language
Tiffany Stevenson, Licensed Specialist in School Psychology
Latoya Washington, Student Success Manager

Mitchell Intermediate School
Stephanie Dufresne, Language Arts/Social Studies

Moorhead Junior High School
Lindsey Moore, Math

Oak Ridge Elementary School
Viridiana Valdez, Bilingual Second Grade

Oak Ridge High School
Kelli Boudreaux, Campus Instructional Coach
Jennifer Hansen, Chemistry

Lilronnie Jones, Special Education

Oak Ridge High School – Ninth Grade Campus
Brandon Martinez, Geography

Peet Junior High School
Eric Purgason, Math
Tomell Walton, Special Education

Powell Elementary School
Meghan Schuetz, Diagnostician
Maureen Swenson, Special Education

Reaves Elementary School
Barbi Stimac, Special Education
Amanda Williams, Bilingual Kindergarten

Rice Elementary School
Debra Dodd, Assistant Principal

San Jacinto Elementary School
Joanne Humphrey, Special Education

Snyder Elementary School
Juliet Herrera, Third Grade
Jocelyn Lam, Licensed Specialist in School Psychology
John McCloud, Third Grade
Alyssa Porter, Music

Special Education Department
Diane Forney, Licensed Specialist in School Psychology
Heather Hebert, Facilitator
Stephanie Jensen, Licensed Specialist in School Psychology
Stephany Pinales, Bilingual Licensed Specialist in School Psychology

Stewart Elementary School
Wendy Massey, Fourth Grade

Stockton Junior High School
John Ahearn, Special Education
Georgia Barnes, English as a Second Language
Haley Debaugh, Art
Jennifer Fleming, Language Arts
David Ramirez, Teen Leadership

Student Support Services Department
Heather Rubio, District Instructional Coach

Technology Department
Sarah Boelsche, PEIMS Assistant Manager

Tough Elementary School
Kimberly Sebaugh, Second Grade

TRAILS
Stacey Cortez, Life Skills

Transportation Department
Aric Taylor, Assistant Director

Travis Intermediate School
Megan Parman, Language Arts

The Woodlands College Park High School
Ryan Garrison, Social Studies
Brett Washburn, Social Studies
Jacquetta Wilson, Chemistry

The Woodlands High School
Kelly Garver, CTE Family Consumer Science
Angie McNeal, Counselor
Alexander Yoakum, Debate

Vogel Intermediate School
Sara Cook, Campus Instructional Coach
Paula Hall, Science/Social Studies
Amber Harris, Math
Patrick Mills, Art

York Junior High School
Danielle Greene, Theater Arts
Heather Jager, Social Studies
Mikala Rice, Science
Brian Stafford, Investigating Careers Technology

Personnel Retirements (*Information Only*)

Oak Ridge High School – Ninth Grade Campus
Melissa O'Brien-Yu, Diagnostician

The Woodlands College Park High School
Christopher Garrison, Social Studies

Employment of Professional Personnel

Anderson Elementary School
Ashley Barrera, First Grade
Lisa Harmon, Special Education
Yesenia Hernandez, Bilingual Pre-Kindergarten
Maria Redyke, Special Education

Armstrong Elementary School
Jazmin Arzate, Special Education
Tracy Balagtas, Kindergarten
Ashley Bourgeois, Campus Instructional Coach
Amanda Cronauer, Second Grade
Lucero Duarte-Hernandez, Counselor
Samantha Macheska, Fourth Grade
Gabriela Rangel Aguilar, Bilingual Second Grade
Sara Smith, Pre-Kindergarten

Austin Elementary School
Janina Allum, Counselor
Katherine Brentlinger, Second Grade
Yesenia Herrera, Bilingual First Grade
Taylor Klein, Third Grade
Rebecca Strother, Second Grade
Yunuen Ugarte, Bilingual First Grade

Birnham Woods Elementary School
Beverly Biondo, Third Grade
Tobias Cambron, Art
Crystal Carrizales, First Grade
Matthew Dean, Fourth Grade
Kirralee Dunn, Librarian

Terica Jobe, Second Grade
Andrea Kelley, Third Grade
Laura Siragusa, Fourth Grade

Bozman Intermediate School
Whitney Campbell, Art
Alan Culbert, Science/Social Studies
Misti Etheredge, Language Arts
Abbey Freeman, Language Arts
Paeton Mrosko, Science/Social Studies
Mechelle Perkins, Language Arts
Maria San Miguel, Bilingual Fifth Grade

Bradley Elementary School
Marsha Crawshay, First Grade
Oxserio Defrancis, Second Grade
Katie Fowler, Fourth Grade
Sara Goolsby, Second Grade
Tiffany Wimberley, Kindergarten

Broadway Elementary School
Jessica Cales, Kindergarten
Ashleigh Cephus, First Grade
Janelle Durbin, Second Grade
Kiley Hansen, Kindergarten
Monica Hunter, Second Grade
Julie Kortenhoeven, Fourth Grade
Kari Oswald, Third Grade
Calla Paduano, Second Grade
Cheree Renner, First Grade
Charlotte Robel, Second Grade
Christina Stanford, Licensed Specialist in School Psychology
Amber Veuleman, Special Education

Buckalew Elementary School
Lori La Bone, Special Education

Bush Elementary School
Katie Abshire, Second Grade
Dean Bowers, Physical Education
Molly McAnear, Fourth Grade

Caney Creek High School
Stacey Brown, English
Makaela Cork, CTE Agricultural Science
Ryan De Roque, Science
Kolean Gudalj, English
Margaret Henthorn, Special Education
Courtney Johnson, Science
Maya Morales, Social Studies
Jarred Morris, Social Studies
Robbi Ndebi, Science
Wendy Nifong, Math
Chiddy Nwaeze, Special Education
Tracy Petersen, English
James Teafatiller, Special Education
Sheila Willingham, Special Education

Child Nutrition Department
Tonia Pogue, Quality Improvement Supervisor

Clark Intermediate School
Ariel Amador, Language Arts

Collins Intermediate School
Kelly Marksberry, Academic Interventionist
Leslie Martinez, Science/Social Studies

Conroe High School
Jason Bone, Social Studies
Joseph Cleveland, Math
Chloe Coleman, Social Studies
Joe Davis, Agricultural Science
Joseph Goffney I, Student Success Manager
Christopher Haggard, Counselor
Brittney Hammons, Social Studies
Thomas Hartley, English
Rhonda Johnson, Chemistry
Brittany Longoria, Social Studies
Shanika Love, Special Education
Gabriela Lynn, English
Jewell McKinney, Special Education
Amy Nabors, Math
Anna Ntasin, 504/IAT Coordinator
Oscar Rivera, Math
Jennifer Slatton, English
Tiffani Troy, Special Education
Brittany Vinson, CTE Business

Conroe High School – Ninth Grade Campus
Gretchen Bass, Biology
Amanda Gutierrez, Theater Arts
Emily Mendoza, Dance
Kristin O'Flaherty, Biology
Raymond Page, Social Studies
Leigh Powers, English
Patrick Resby, Physical Education
Jennifer Swisher, Math

Cox Intermediate School
Brandy Clifton, Science/Social Studies
Noe Hernandez Jr., Math
Yamilee Nielsen, Science/Social Studies
Karisa Schramm, Science/Social Studies
Stephanie Shaw, Art
Sarah Williams, Special Education
Katherine Zotos, Language Arts

Creighton Elementary School
Alicia Becerra, Bilingual Fourth Grade
Estela Garza, Bilingual Third Grade

Cryar Intermediate School
Kasey Beauchamp, Math/Science
Brittney Covington, Language Arts/Social Studies
Darren Esparza, Science/Social Studies
Siobhain Freel, Science/Social Studies
Joseph Gurka, Language Arts/Social Studies
Gretta Irchirl, Special Education
Catherine Pells, Art

David Elementary School
Meghan McGrenera, Kindergarten

Deretchin Elementary School
Kasey Borski, First Grade
Andrea Miller, Second Grade
Jodie Monk, Second Grade
Norma Velasco De Ruiz, Dual Language Kindergarten
Samara Winters, Second Grade
Genevie Wyatt, Academic Interventionist

Finance Department
Ryah Clary, Payroll Benefits Accountant

Ford Elementary School
Lori Anderson, Fourth Grade
Sarah Barnum, First Grade
Andrelyn Brenek, First Grade
Ana Frey, Bilingual Third Grade
Heather Harris, Music
Leila Martinez, Kindergarten
Dian Newkirk, First Grade
Josie Walker, Special Education
Lakesha Winfree, Fourth Grade

Galatas Elementary School
Caitlyn Bibza, Second Grade
Blakely Jones, Kindergarten
Shawna Meyer, Third Grade
Donna Perry, Special Education
Wendy Wells, Third Grade

Giesinger Elementary School
Shelby Cordova, Third Grade
Roslyn Gainey, Kindergarten
Ruth Gentle, First Grade
Christi Soileau, Special Education

Glen Loch Elementary School
Tara Bleecker, Fourth Grade
Elizabeth Briner, Music
Olga Cabrera, Second Grade
Alisha Calloway, Third Grade
Rachel Dahlstrom, Second Grade
Dunor Dickerson, First Grade
Kris Feldman, Third Grade
Nora O'Hagan, Fourth Grade
Vanessa Palomino, Bilingual Second Grade
Jessica Picciotti, First Grade

Gordon-Reed Elementary School
Katelyn Hebert, Kindergarten
Gracen Owens, Kindergarten
Kay Powell, Special Education
Jennifer Ramos, Math/Science
Heather Self, Physical Education
Toni Sommers, Art

Grand Oaks High School
Jacob Averitt, CTE Business
Patrick Barrera, CTE Audio/Video Productions
Asia Carrington, Social Studies
Michael Casagrande, Orchestra
Chrisanne Christensen, Special Education
Lea Cini, Orchestra

Melissa Clark, English
Joseph Dubose, Physics
Lyana Garcia, Spanish
Nicole Guillory, English
Sarah Kersh, Art
Kelly Maurer, Consumer Science
Kelley McLean, Special Education
Jerron Myers, Special Education
Leila Own, CTE Childcare/Parental
Alyssa Reiss, English
Jeffrey Rollins, English
Heather Rostad, Theater Arts
Terricka Wallace, CTE Business
Diera Wright, CTE Childcare/Parental

Grangerland Intermediate School
Melissa Bishop, Special Education
Kelley Childs, Math Interventionist
Sharon Courtenay, Art
Nia Ford, Language Arts/Social Studies
Riman Gharazeddine, Math
Miranda Nickelson, Math/Science
Sarah Phillips, Language Arts/Social Studies
Keleigh-Shea Schmidt, Physical Education
Rhonda Taylor, Special Education
Yoheily Toro, Bilingual Sixth Grade
Jacqueline Wise, Math/Science

Hailey Elementary School
Rossana Garcia Mussio, Pre-Kindergarten
Megan Stransky, Kindergarten

Health Services Department
Melissa Ferrand, Nurse
Abigail Hastings, Nurse
Nancy Jorlando, Nurse

Hope Elementary School
Natalie Kizzee, Special Education
Leandra Nix, Campus Instructional Coach

Houser Elementary School
Thiry Kincaid, Second Grade
Kendyl Lewis, Kindergarten
Christina Salinas, Academic Interventionist

Houston Elementary School
Cheri Crader, Special Education
Charity Stokes, Kindergarten

Irons Junior High School
Lauren Dennis, History
Amita Gilotra, Math
Mindi Maturin, Science
Abbey Sykes, Counselor
Erin Thompson, Math Interventionist
Michael Webb, Health

Knox Junior High School
Adrian Aldana, Physical Education
Shanyn Strickland, Special Education
Shayne Turgeon, Science

Kel Wiltshire, Investigating Careers Technology

Lamar Elementary School
Margaret Ruiz, Special Education
Kristin Walker, Campus Instructional Coach

McCullough Junior High School
Misty Almasi, Diagnostician
Emily Beekman, Art
Samantha Cliett, Social Studies
Julie Dearen, Special Education
Tonya Moreland, Language Arts
Sarah Pitre, Science
Carlene Ragusa, Language Arts
Angela Seale, Language Arts
Deanna Smith, Social Studies
Charlene Walker, Math

Milam Elementary School
Stella Chen, Second Grade
Gabriela Coelho, Special Education
Mayra Lopez, Bilingual Second Grade
Patricia Oughton, Fourth Grade
Ciara Pena-Garcia, Second Grade
Kurstin Townsend, Fourth Grade

Mitchell Intermediate School
Jennifer Burdette, Social Studies

Moorhead Junior High School
Monica Nieto, Spanish

Oak Ridge Elementary School
Monique Jones, Special Education
Jenni Pereyra, Second Grade
Erin Peterson, Fourth Grade

Oak Ridge High School
Wesley Adams, Science
Jolene Daily, 504/IAT Coordinator
Duane Dirk, Special Education
Victoria Estrada, Special Education
Kimberly Hasenbein, CTE Cosmetology
Fiona Haskins, Diagnostician
Joseph Kerzic, JROTC
Steven Salinas, Special Education
Charles Sanders, Math
Tennille Williams, Counselor

Oak Ridge High School – Ninth Grade Campus
Maria Donati, Spanish
Bryanna Harris, Theater Arts

Patterson Elementary School
Ana Ruvalcaba, Bilingual Kindergarten
Maria Salinas, Academic Interventionist

Peet Junior High School
Erin Brumley, Special Education
Hillary Munoz, Science
Heidi Ross, Math
Brandi Utley, Special Education

Powell Elementary School
Lauri Dietz, Kindergarten
Heather Hallbert, Special Education
Sitwat Mubashar, First Grade
Rebecca Sheppard, Kindergarten
Linda Wright, Fourth Grade

Reaves Elementary School
Melissa Bernu, Counselor
Nelly Castillo, Bilingual First Grade
Monica Hernandez, Pre-Kindergarten
Gloria Rosas, Bilingual Kindergarten
Angela Wood, Special Education

Rice Elementary School
Jennifer Huffmeister, Third Grade
Vivian Le, Kindergarten
Patricia Walrath, Fourth Grade

Ride Elementary School
Kimberly Turner, Special Education

Runyan Elementary School
Kristal Acuna, Special Education
Taylor Austin, Fourth Grade
Yiselis Noriega-Valdeolla, Bilingual First Grade
James Radford, Physical Education
Courtney Ray, First Grade

San Jacinto Elementary School
Carolina Gardin, Bilingual Fourth Grade
Rhea Garen, Second Grade
Amanda Heiner, Fourth Grade
Melissa Hiles, Nurse
Sheila Siddall, Special Education

Snyder Elementary School
Bridgette Bane, Fourth Grade
Danielle Callens, Fourth Grade
Lisa Donahey, Speech Language Pathologist
Keri Duarte, Second Grade
Paola Francis, First Grade
George Lafleur, Pre-Kindergarten
Kathryn Lafon, Third Grade
Kathline Lindsey, Art
Theresa Portillo, First Grade
Amanda Rice, First Grade
Carol Rodgers, Third Grade
Nancee Standley, Kindergarten
Rachel Ann Weg, Third Grade

Special Education Department
Emelia Avila, Bilingual Diagnostician
Mary Broussard, Occupational Therapist
Molly Cole, Facilitator
Nikole Crowder, Special Education Parent Liaison
Amanda Evans, Board Certified Behavior Analyst
Bonnie Farinella, Speech Language Pathologist
Ashton Fritz, Speech Language Pathologist
Evelyn Garza, Diagnostician
Susan Grubbs, Diagnostician
Alma Lucio, Diagnostician

Emily Matney, Speech Language Pathologist
Melissa McClure, Speech Language Pathologist
Laura Sim, Licensed Specialist in School Psychology
Evelyn Turcios, Licensed Specialist in School Psychology

Stewart Elementary School
Samantha Deming, Kindergarten
Abigail Johnson, Second Grade
Nichole Liefer, Fourth Grade
Catherine Lopez, Math/Science
Jessica Marler, Math/Science

Stockton Junior High School
Natishia Freeny, Health
Caitlyn Gosselin, Special Education
Angelica Horton, Language Arts
Joshua Jones, Special Education
Ricky Kimbrough, Special Education
Yvette Perry, History
Mathis Rieck, History
Myke Rucker, Special Education
Valerie Smith, College and Career Readiness
Quinton Spears, Teen Leadership
Jimmy Swain, Teen Leadership

Student Support Services Department
Lindsey Haft, District Instructional Coach

Suchma Elementary School
Abigail Acompanado, First Grade
Brinelle, Lewis, Third Grade
Christy Robbins, Special Education
Rafaela Washington, Math
Delvin White, Science/Social Studies

Teaching and Learning Department
Laura Crow, District Instructional Coach, Secondary Math
Crystal Deville, District Instructional Coach, Secondary Science
Kasandra Elvir, Elementary Language Arts Reading Specialist
Kaylin Griham, District Instructional Coach, Elementary Language Arts
Wendy Pittman, District Instructional Coach, Early Childhood
Elizabeth Smith, District Instructional Coach, Elementary Language Arts

Tough Elementary School
Chelsea Britten, Math
Carmen Campbell, Language Arts
Kimberly, Sebaugh, Second Grade
Alyssa Shuman, Kindergarten
Gwen Stroud, First Grade
Kelly Tallah, First Grade

Transportation Department
Perry Russell, Assistant Director

Travis Intermediate School
Tonya Carson, Academic Interventionist
Kally Evans, Campus Instructional Coach
Nancy Henriquez, Counselor
Charla High, Language Arts/Social Studies
Joshua Shokorzadeh, Special Education

The Woodlands College Park High School
Jaime Acosta, Social Studies
Joshua Bruce, Math
Karen Cahill, Academic Interventionist
Jacob Cooksey, Social Studies
Ricki Fodor, English
Jarrod Fredericks, Social Studies
Jennifer Harper, Special Education
Anna Harvey, Math
Andrew Lantrip, Special Education
Jessica Luis, Social Studies
Stephanie Mayeux, Consumer Science
Adreanna Mendoza, Social Studies
Erin O'Connor, English
Kris Tesh, Science
Jesse Villalobos, Social Studies

The Woodlands High School
Melanie Barrickman, Special Education
David Dillon, Math
Carter Frederick, Band
Rachel Kincaid, CTE Agricultural Science
Johnny Mancillas, Math
Chelsea McCracken, Special Education
Rachel Phoenix, English
Christian Ponce, Orchestra
Jeffery Rayome, Special Education
Silvia Razo, Spanish
Aaron Stickley, Band
Brooke Stowers, Health
Kathryn Walters, English
Jihan Zubi, English as a Second Language

The Woodlands High School – Ninth Grade Campus
Vanessa Enciso, Special Education

Virtual Academy
Wendy Caffey, Math
Brittany Page, Language Arts/Social Studies
Dialys Riley, Science

Vogel Intermediate School
Kayci Banks, Math
Stephanie Cobb, Science/Social Studies
Heather Lyon, Science/Social Studies
Arlyn Pineda, Language Arts
Maura Price, Language Arts
Emmalee Waggoner, Math

Wilkerson Intermediate School
Andrew Clemens, Language Arts
Lisette Delgado, Bilingual Sixth Grade
Keri Doane, Science/Social Studies
Jessica Fish, Science/Social Studies
Karen McCormick, Language Arts

Wilkinson Elementary School
Natalie Bowman, Kindergarten
Panagiota Georgopoulou, Special Education
Megan Masiel, Student Success Manager
Laura Matte, Librarian
Megan Ortiz, Third Grade

Angelina Williams, Academic Interventionist

York Junior High School
Dana Barker, Special Education
Katherine Beukema, Language Arts
Lisa Birth, Investigating Careers, Technology
Jessica Foederer, Language Arts
Joseph Fulkerson, Science
Anne Gaber, Language Arts
Henrietta Haynes, Theater Arts
Jamie Johnson, Language Arts
Sharon Kelly-Hyath, Language Arts
Becky Leahy, Special Education
Jordan Marsh, Special Education
Timothy Matthews, Assistant Principal
Lionel Mitchell Jr., Special Education
Jill Nelson, Language Arts
Brittany Roberson, Science
Brandon Sanchez Gonzalez, Social Studies
Robert Smith, Language Arts
Maria Stowell, Spanish
Della Tantillo, Science
Sharon Telfer, Special Education
Lemans Wells, Social Studies
Heather Wofford, Art

Employment of Substitute Teachers (*Information Only)*

Robin Allison
Sandy Anastasi
Cathy Atkinson-Vanalstyne
Angel Avila
Mary Baker
Caitlin Beshears
Edwin Bigsby, Jr.
Sydney Bishop
Tamera Bosticbigsby
Cintia Camargo
Elisabeth Cantrell
Regina Charpentier
Lucious Clemmons
Angelica Cruz
Gilberta Cruz
Maddison Dozal
Jennyffer Ebert
Laura Evans
Russell Gonzales
Amy Gorenflo
Tiffany Hawkins
Shannon Hebert
Claire Hildebrand
Sally Hunt
Anna James
Tamika Jin
Jessica King
Alexis Kurtz
Hallye Leleux
Patricia Mancha
Erika Mauz
Jennifer May
Katherine McMurrin
Katherine Mejia
Kayla Mickens
Christina Morton
Christopher Nalepa
Zhandra Nava De Chavez
Cielo Perez
Michael Perez
Diane Peterson
Judy Reed
Fatima Rodriguez
Jennifer Sample
Cynthia Specht
Leslie Sterling
Renalda Straughter
Ashley Tax
Grace Thomas
Lauryn Tijerina
Rebekka Trevino
Lindsey Von Holten
Christi Wasdin
Anthony Williams
Ray Williams, Jr.
Jennifer Wilson
Brianna Wyatt

Board Acceptance is requested:
Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Paula Green
Director of Human Resources

Consider Adoption of the *2022-2023 Student Code of Conduct*

Recommendation:
That the Conroe Independent School District Board of Trustees approve the *2022-2023 Student Code of Conduct*, as submitted by Carrie Galatas, General Counsel and Dr. Curtis Null, Superintendent of Schools.

Explanation:
Texas Education Code §37.001 sets out the required components of the *Code of Conduct*, including the circumstances under which students will be removed from classrooms for disciplinary reasons, the conditions that require a student to be placed in the District's Disciplinary Alternative Education Program or the Juvenile Justice Alternative Education Program, and the factors that are considered when assigning disciplinary consequences.

State law requires that the Board of Trustees annually approve the *Student Code of Conduct*. No changes were made to this year's *Code of Conduct*, because much of the information included in the *Code of Conduct* is dictated by state law and the legislature did not meet this year.

The *Code of Conduct* was presented to and approved by the District Level Planning and Decision Making Committee as required by state law and is recommended for your approval.

Policy Reference: FO Legal and Local

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Carrie Galatas
General Counsel

2022-
2023

Student Code of Conduct

CONROE
INDEPENDENT
SCHOOL DISTRICT

Accessibility

If you have difficulty accessing the information in this document because of a disability, please contact the District's Communications Department at 936-709-7752.

Table of Contents

Accessibility 1
Student Code of Conduct 5
Purpose 5
School District Authority and Jurisdiction 5
Standards for Student Conduct 7
General Conduct Violations 7
Disregard for Authority 7
Mistreatment of Others 8
Property Offenses 8
Possession of Prohibited Items 8
Possession of Telecommunications or Other Electronic Devices 9
Illegal, Prescription, and Over-the-Counter Drugs 9
Misuse of Technology Resources and the Internet 10
Safety Transgressions 10
Miscellaneous Offenses 10
Discipline Management Techniques 11
Students with Disabilities 11
Techniques 11
Prohibited Aversive Techniques 12
Notification 13
Appeals 13
Removal from the School Bus 13
Removal from the Regular Educational Setting 14
Formal Removal 14
Returning a Student to the Classroom 14
Out-of-School Suspension 14
Misconduct 14
Process 15
Coursework During Suspension 15
Disciplinary Alternative Education Program (DAEP) Placement 16
Discretionary Placement: Misconduct That May Result in DAEP Placement 16
Misconduct Identified in State Law 16

Mandatory Placement: Misconduct That Requires DAEP Placement 17
Sexual Assault and Campus Assignments 18
Process 18
Conference 18
Consideration of Mitigating Factors 18
Placement Order 19
Length of Placement 19
Appeals 20
Restrictions During Placement 20
Placement Review 20
Additional Misconduct 20
Notice of Criminal Proceedings 20
Withdrawal During Process 21
Newly Enrolled Students 21
Emergency Placement Procedure 21
Transition Services 22
Placement and/or Expulsion for Certain Offenses 22
Registered Sex Offenders 22
Review Committee 22
Newly Enrolled Student 22
Appeal 22
Certain Felonies 23
Hearing and Required Findings 23
Length of Placement 23
Placement Review 23
Newly Enrolled Students 24
Expulsion 24
Discretionary Expulsion: Misconduct That May Result in Expulsion 24
Any Location 24
At School, Within 300 Feet, or at a School Event 25
Within 300 Feet of School 25
Property of Another District 25
While in DAEP 26

Mandatory Expulsion: Misconduct That Requires Expulsion 26
Under Federal Law 26
Under the Penal Code 26
Under Age Ten 27
Process 27
Hearing 27
Board Review of Expulsion 27
Expulsion Order 28
Length of Expulsion 28
Withdrawal During Process 28
Additional Misconduct 29
Restrictions During Expulsion 29
Newly Enrolled Students 29
Emergency Expulsion Procedures 29
DAEP Placement of Expelled Students 29
Transition Services 30
Glossary 31

Student Code of Conduct

Purpose

The Student Code of Conduct (Code) is the Conroe Independent School 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), placement in a juvenile justice alternative education program (JJAEP) or expulsion from school.

This Student Code of Conduct has been adopted by the District's 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 of Trustees 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/campus behavior coordinator and posted on the District's website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

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.

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

Please Note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act of 2004 and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

As required by law, administrators at each District school are designated to serve as campus behavior coordinators. The District posts on its website and in the Student Handbook, for each campus, the email address and telephone number of the staff members serving as campus behavior coordinators. A campus behavior coordinator is primarily responsible for maintaining student discipline.

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, board member or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as provided by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another District in Texas;
10. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
11. When the student is required to register as a sex offender.

The campus behavior coordinator or other appropriate administrator will work closely with the campus Threat Assessment Safe and Supportive School Team to implement the District's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

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

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

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

To ensure sufficient security and protection of students, staff, and property, the board employs police officers. In accordance with law, the board has coordinated with the campus behavior coordinator and other District employees to ensure appropriate law enforcement duties are assigned to its police officers. The law enforcement duties of District police officers are listed in policy CKE(LOCAL). The law enforcement duties of school police officers include protecting the safety and welfare of the District's staff, students, visitors, and facilities, investigating criminal activity, and serving as liaisons with outside law enforcement agencies.

The principal/campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus. The District has the right to limit a student's participation in graduation activities for violating the District's Code. In order to be considered as an eligible student speaker at graduation ceremonies, 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 DAEP, or expulsion during the semester immediately preceding graduation.

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

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

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

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, 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, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in 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, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- 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 Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)
- Enter, without authorization, District facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;

- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- Knuckles;
- A club;
- A stun gun;
- A location –restricted knife;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- A pocketknife or any other smaller knife;
- A firearm;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device, including a vaping device;
- 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 telecommunications devices, including cellular telephones, or other electronic devices in violation of District and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

Misuse of Technology Resources and the Internet

Students shall not:

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

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 or campus rules.
- Cheat or copy the work of another.
- Gamble.

- Engage in academic dishonesty, which includes, cheating, or copying the work of another student, plagiarism, and unauthorized communication between students during as examination.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Violate extracurricular standards of behavior.
- 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, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

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, the District shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF (Legal).

In accordance with the Texas Education Code, a student who is enrolled in a special education program may not be disciplined for conduct meeting the definition of bullying, cyberbullying, 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, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicle 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.
- 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.
- Loss of participation in senior privileges including prom and graduation ceremonies.

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by District policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.

- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The principal/campus behavior coordinator or other appropriate administrator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The principal/campus behavior coordinator or appropriate administrator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the principal/campus behavior coordinator or appropriate administrator shall send written notification by U.S. Mail. If the principal/campus behavior coordinator or appropriate administrator is not able to provide notice to the parent, the principal or designee shall provide the notice. Before the principal or appropriate administrator assigns a student under 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or principal/campus behavior coordinator, as appropriate. Appeals of the assignment of disciplinary consequences must be made to the campus principal whose decision is final. Consequences are not delayed while a student or parent pursues an appeal or during the complaint process.

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

Removal from the School Bus

A bus driver may refer a student to the principal's/campus behavior coordinator's or appropriate administrator's office to maintain effective discipline on the bus. The principal/campus behavior coordinator or appropriate administrator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges. Since the District's primary responsibility in transporting student in District vehicles it 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/campus behavior coordinator or appropriate administrator may restrict or revoke a student's transportation privilege, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal. A routine referral occurs when a teacher sends a student to the principal's/campus behavior coordinator's or appropriate administrator's office as a discipline management technique. The principal/campus behavior coordinator or appropriate administrator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

- 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
- The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

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

At the conference, the principal/campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations. When a student is removed from the regular classroom by a teacher and a conference is pending, the principal/campus behavior coordinator or other administrator may place the student in another appropriate classroom, in-school suspension, out-of-school suspension or DAEP. A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

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.

The District shall not use out-of-school suspension for student in grade 2 or below unless the conduct meets the requirements established in law.

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

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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 principal/campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision. The campus behavior coordinator or other appropriate administrator shall determine the number of days of a student's suspension, not to exceed three school days. In deciding whether to order out-of-school suspension, the principal/campus behavior coordinator or appropriate administrator shall take into consideration:

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

Any work missed during suspension must be made up in accordance with campus and classroom rules. The appropriate administrator will determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities. The decision to suspend a student is appealable to the campus principal. The decision of the campus principal is final.

Coursework During Suspension

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

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course

the student was enrolled in at the time of removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The District will not charge the student for any method of completion provided by the District.

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 6 and secondary classification shall be grades 7-12. Summer programs provided by the District shall serve students assigned to a DAEP in conjunction with other students. A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion. In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the principal/campus behavior coordinator or appropriate administrator shall take into consideration:

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years or age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Criminal mischief, not punishable as 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 in Title 5 (see glossary) of the 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 principal/campus behavior coordinator or 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 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. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (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 conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- 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 Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
    - The student receives deferred prosecution (see glossary),

- A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
- The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

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

Process

Removals to a DAEP shall be made by the principal/campus behavior coordinator or other appropriate administrator.

Conference

When a student is removed from class for a DAEP offense, the principal/campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal. At the conference, the principal/campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal. Following valid attempts to require attendance, the District may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference. Until the conference is held, the principal may place a student in another appropriate classroom, in-school suspension or out-of-school suspension.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the principal/campus behavior coordinator or appropriate administrator shall take into consideration:

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

Placement Order

After the conference, if the student is placed in the DAEP, the principal/campus behavior coordinator or 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.

Length of Placement

The campus behavior coordinator or other appropriate administrator shall determine the duration of a student's placement in a DAEP The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements. The maximum period of DAEP placement shall be 15 successful school days, unless a recommendation is made by the campus principal and approved by the appropriate assistant superintendent for a longer placement, not to exceed one school year. Unless otherwise specified, days absent from DAEP shall not count toward fulfilling the total number of days the student is assigned to DAEP. 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. 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 principal/campus behavior coordinator, appropriate administrator or the Board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see glossary) that violates the District's Code.

Exceeds 60 Days

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration. Student or parent appeals regarding a student's placement in a DAEP that does not extend beyond the end of the next grading period following placement in a DAEP or into the next school year shall be made to the campus principal in accordance with policy FOC(LEGAL and LOCAL). The decision of the campus principal is final. Student or parent complaints regarding the process used for the placement decision, such as issues related to the administration's handling of the conference or proper notice being provided, should be addressed in accordance with policy FNG(LOCAL). Copies of these policies can be obtained from the principal's office or on the District's Web site. Disciplinary consequences shall not be delayed pending the outcome of an appeal or during the complaint process. 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. The District shall provide transportation to students in DAEP. For seniors who are eligible to graduate and are assigned to DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall not 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 principal/campus behavior coordinator or Board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall 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 conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the principal/campus behavior coordinator or appropriate administrator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

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

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

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

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers. The student or the student's parent may appeal the superintendent's decision to the Board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the Board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The Board shall make a record of the proceedings. If the Board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the District's Code 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 principal/campus behavior coordinator or other appropriate administrator 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 principal/campus behavior coordinator, other 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 continue the DAEP placement of a student who enrolls in the District and was assigned to a DAEP in an open-enrollment charter school or another District. 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 15 successful school days. 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 is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

If the student is under any form of court supervision, including probation, community supervision, or parole, the 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, principal/campus behavior coordinator or appropriate administrator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- 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.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator, an appropriate administrator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's

progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the principal/campus behavior coordinator or appropriate administrator will take into consideration:

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See DAEP Placement)

Any Location

A student may be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. (See glossary)
- Engaging in conduct that contains the elements of one of the following offenses against another student:
    - Aggravated assault.
    - Sexual assault.
    - Aggravated sexual assault.
    - Murder.
    - Capital murder.
    - Criminal attempt to commit murder or capital murder.
    - Aggravated robbery.

- 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. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for "under the influence.")
- Selling giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serous 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.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun, or location-restricted knife, as these terms are defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary.)
- Possession of a firearm, as defined by federal law. (See glossary.)

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:

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the District's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary.)

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in a manner prohibited by Penal Code 46.02:
    - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an 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.
    - A location-restricted knife, as defined by state law. (See glossary.).
    - Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
    - Aggravated assault, sexual assault, or aggravated sexual assault.
    - Arson. (See glossary.)
    - Murder, capital murder, or criminal attempt to commit murder or capital murder.
    - Indecency with a child.
    - 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.

Process

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

Until a hearing can be held, the principal/campus behavior coordinator or appropriate administrator 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 District's witnesses.

After providing notice to the student and parent of the hearing, the District may hold the hearing regardless of whether the student or the student's parent attends. The Board of Trustees has designated to a hearing officer the authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the Board review the expulsion decision. 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. Consequence shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the Board, principal/campus behavior coordinator or appropriate administrator shall take into consideration:

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

If the student is expelled, the Board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student. Not later than the second business day after the hearing, the hearing officer shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code. If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

When a student has violated the District's Code in a way that requires or permits expulsion from the District and the student withdraws from the District before the expulsion hearing takes place, the

District may conduct the hearing after sending written notice to the parent and student. If the student then reenrolls in the District during the same or subsequent school year, the District may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another District. If the principal/campus behavior coordinator, appropriate administrator the Board, or the Board's designee 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 misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the principal/campus behavior coordinator, appropriate administrator, the Board, or the Board's designee 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 continue the expulsion of any newly enrolled student expelled from another District or an open-enrollment charter school until the period of the expulsion is completed. If a student expelled in another state enrolls in the District, the District may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

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

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

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

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

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

Abuse is improper or excessive use.

Aggravated robbery is defined in part by 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 defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

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:
        i. Knowing that it is within the limits of an incorporated city or town,
        ii. Knowing that it is insured against damage or destruction,
        iii. Knowing that it is subject to a mortgage or other security interest,
        iv. Knowing that it is located on property belonging to another,
        v. Knowing that it has located within it property belonging to another, or
        vi. 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 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.

Breach of Computer Security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf

of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 38.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

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

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

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

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

Club is defined by Penal Code 36.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, mace, and tomahawk are in the same category.

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

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

Cyberbullying is defined by Section 37.0832 of the Texas Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social medial application, an Internet website, or any other Internet-based communication tool.

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

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

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

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

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

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

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

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

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

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

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

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

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

Such term does not include an antique firearm.

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

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

Harassment includes:

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

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

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

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

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

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

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

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

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

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

Machine gun as defined by Penal Code 46.01is 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 school property used by the student, including but not limited to a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

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

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

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

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest 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 Penal Code 21.07.;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Personal hazing under Penal Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or District employee.

Serious or persistent misbehavior includes but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the District as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete 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 defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

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

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

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

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02-19.05;

- Kidnapping under 20.03;
- Trafficking of persons under Section 20A.02, Texas Penal Codes;
- Smuggling or continuous smuggling of persons under Sections 20.05-.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper Relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15,;
- Disclosure or promotion of intimate visual material, under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person under Section 22.04;
- Abandoning or endangering a child under Section 22.041, e;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09. [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 defined by Penal Code 46.01 as 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.

2022-2023

Código de conducta del estudiante

CONROE INDEPENDENT SCHOOL DISTRICT

Accesibilidad

Si tiene alguna dificultad para consultar esta información debido a una discapacidad, favor de contactar con el Departamento de Comunicaciones del Distrito al 936-709-7752.

Table of Contents

Accesibilidad 1
Código de conducta del estudiante 5
Propósito 5
Autoridad y jurisdicción del Distrito escolar 5
Normas de conducta del estudiante 7
Infracciones generales de conducta 7
Hacer caso omiso de la autoridad 8
Maltrato a otros 8
Delitos contra bienes 8
Posesión de artículos prohibidos 9
Posesión de dispositivos de telecomunicaciones u otros aparatos electrónicos 9
Drogas ilegales, medicamentos recetados y de venta libre 9
Uso inapropiado de computadoras e Internet 10
Transgresiones de la seguridad 10
Delitos varios 10
Técnicas de administración de la disciplina 11
Estudiantes con discapacidades 11
Técnicas 11
Técnicas de aversión prohibidas 12
Notificación 13
Apelaciones 13
Remoción del autobús escolar 13
Retiro del ambiente escolar regular 14
Retiro formal 14
Regreso del estudiante al salón de clases 14
Suspensión fuera de la escuela 15
Conducta inapropiada 15
Proceso 15
Trabajo escolar durante una suspensión 15
Colocación en el Programa Alternativo Educativo Disciplinario (DAEP) 16
Colocación discrecional: conducta inapropiada que puede resultar en colocación en DAEP 16
Conducta inapropiada identificada en las leyes estatales 16

Colocación obligatoria: Conducta inapropiada que exige colocación en DAEP 17
Agresión sexual y cambio de escuela 18
Proceso 18
Conferencia 18
Consideración de factores atenuantes 18
Orden de colocación 18
Duración de la colocación 19
Apelaciones 19
Restricciones durante la colocación 20
Evaluación de colocación 20
Conducta inapropiada adicional 20
Notificación de enjuiciamiento criminal 20
Retiro durante el proceso 21
Estudiantes matriculados nuevos 21
Procedimiento de colocación de emergencia 21
Servicios de transición 21
Colocación y/o expulsión debido a infracciones específicas 21
Delincuentes sexuales registrados 22
Comité de revisión 22
Estudiantes matriculados nuevos 22
Apelación 22
Delitos específicos graves 22
Audiencia y fallo necesario 23
Duración de la asignación alternativa 23
Revisión de la colocación 23
Estudiantes matriculados nuevos 23
Expulsión 24
Expulsión discrecional: conducta inapropiada que puede resultar en expulsión 24
De cualquier lugar 24
En la escuela, a menos de 300 pies o en algún evento escolar 24
A 300 pies de la escuela 25
Propiedad de otro Distrito 25
Estando en DAEP 25

Expulsión obligatoria: conducta inapropiada que requiera expulsión 26
Según lo establece la ley federal 26
Según el Código Penal de Texas 26
Menor de diez años de edad 27
Proceso 27
Audiencia 27
Evaluación de la expulsión por el Consejo 27
Orden de expulsión 27
Duración de la expulsión 28
Baja de la escuela durante el proceso 28
Mala conducta adicional 28
Restricciones durante la expulsión 29
Estudiantes matriculados nuevos 29
Procedimientos para una expulsión de emergencia 29
Colocación de estudiantes expulsados en DAEP 29
Servicios de transición 29
Glosario 30

Código de conducta del estudiante

Propósito

El Código de Conducta del estudiante (código) es la respuesta del Distrito Escolar Independiente de Conroe a las exigencias del Capítulo 37 del Código de Educación de Texas.

El Código establece métodos y opciones para manejar a los estudiantes en el salón de clases y en la escuela, disciplinar a los estudiantes y prevenir e intervenir en los problemas disciplinarios de los estudiantes.

Las leyes exigen que el Distrito defina el concepto de mala conducta que puede -o debe- dar como resultado una gama de consecuencias disciplinarias específicas que incluyen desde retirar al estudiante de un salón de clases o de la escuela, asignar suspensión fuera de la escuela, colocación en un programa educativo alternativo disciplinario (DAEP), colocación en un programa de educación alternativa de justicia juvenil (JJAEP) o expulsión de la escuela.

Este Código de Conducta del estudiante fue adoptado por el Consejo Administrativo del Distrito Escolar Independiente de Conroe y fue preparado bajo la asesoría del comité de Distrito. Este Código ofrece información a los padres y estudiantes respecto de las normas de conducta, consecuencias por mala conducta y procedimientos para administrar disciplina. Se mantiene en efecto durante la escuela de verano y en todos los eventos relacionados con la escuela y actividades fuera del año escolar hasta que una versión actualizada adoptada por el Consejo Administrativo entra en efecto para el siguiente año escolar.

De acuerdo con las leyes estatales, el Código se publicará en cada escuela o estará disponible para su lectura en la oficina del director de la escuela/coordinador de comportamiento del campus y también estará disponible en la página del sitio electrónico del Distrito. Los padres serán notificados de cualquier infracción de conducta que pueda tener como resultado la suspensión, colocación en DAEP colocado en un DAEP o JJAEP, expulsado o puesto en custodia por un oficial de reforzamiento de la ley bajo el Capítulo 37 del Código de Educación.

Debido a que el Código de Conducta del estudiante fue adoptado por el Consejo Administrativo del Distrito, es el documento de norma; por lo tanto, en caso de haber conflicto entre el Código y el manual del estudiante, el Código prevalecerá.

A través del Código de Conducta del estudiante y políticas disciplinarias relacionadas, el término “padre de familia” incluye a los padres, tutores legales, o cualquier otra persona que tenga el control legal de un niño(a).

Nota aclaratoria: La disciplina de estudiantes con discapacidades que reciben servicios según las leyes federales (Ley de Educación de Individuos con Discapacidades de 2004 y la Sección 504 de la Ley de Rehabilitación de 1973) está sujeta a las disposiciones de dichas leyes.

Autoridad y jurisdicción del Distrito escolar

Según lo exige la ley, cada campus deberá contar con una persona designada para servir como coordinador de la conducta de dicha escuela. La persona designada puede ser el director de la escuela o cualquier otro administrador del campus asignado por el director. El coordinador de conducta de la escuela es básicamente responsable de vigilar la disciplina de los estudiantes. El director de cada campus es el coordinador de comportamiento de su escuela.

Las normas de la escuela y la autoridad del Distrito para administrar disciplina se aplicarán cuando los intereses del Distrito se vean afectados, dentro o fuera de la escuela, en conjunto con o independientemente de las clases y actividades organizadas por la escuela.

El Distrito tiene autoridad disciplinaria sobre un estudiante:

1. Durante el día escolar regular y mientras el estudiante va a la escuela o regresa de la escuela o una actividad patrocinada por o relacionada con la escuela en el transporte del Distrito;
2. Durante los períodos de almuerzo en los cuales se permite que un estudiante salga de la escuela;
3. Cuando el estudiante asista a cualquier actividad relacionada con la escuela, sin importar la hora o la ubicación;
4. Por cualquier mal comportamiento relacionado con la escuela, sin importar la hora o la ubicación;
5. Cuando se tomen represalias o se amenace a un empleado o voluntario de la escuela, sin que importe la hora o la ubicación;
6. Cuando el estudiante se involucre en ciberacoso tal como lo describe el Código de Educación de Texas 37.0832;
7. Cuando se haya cometido un delito dentro o fuera de la escuela o en un evento relacionado con la escuela;
8. Por delitos específicos cometidos a menos de 300 pies de la propiedad escolar medidos desde cualquier punto en la línea límite de la escuela;
9. Por infracciones específicas cometidas en la propiedad escolar o mientras se asista a una actividad organizada o relacionada con la escuela en otro Distrito en Texas;
10. Cuando el estudiante cometa un delito grave, tal como lo indica el Código de Educación de Texas 37.006 ó 37.0081; y,
11. Cuando el estudiante se deba registrar como delincuente sexual.

El coordinador de conducta de la escuela o cualquier otro administrador trabajará con el Equipo Escolar de Seguridad y Apoyo de Evaluación de Amenaza para implementar políticas y procedimientos de evaluación de amenaza del Distrito, tal como lo requiere la ley, y tomará acciones disciplinarias adecuadas de acuerdo con el Código de Conducta.

Los oficiales del Distrito pueden llevar a cabo revisiones a los estudiantes, sus pertenencias y sus vehículos de acuerdo a la ley estatal y federal y a las políticas del Distrito. Las revisiones a los estudiantes se harán de manera razonable y no discriminatoria. Para mayor información acerca de las investigaciones y revisiones, favor de referirse a las políticas FNF (LEGAL) y FNF (LOCAL).

El Distrito tiene derecho a revisar cualquier vehículo conducido a la escuela por un estudiante y estacionado en las instalaciones de la escuela si existe causa razonable para creer que contiene artículos o materiales prohibidos por el Distrito.

El Distrito tiene derecho a registrar el casillero, el pupitre y los dispositivos de tecnología del distrito asigandos al estudiante sin previo aviso.

Para garantizar suficiente seguridad y protección de los estudiantes, personal y propiedad, el Consejo emplea oficiales de policía. De acuerdo con la ley, el Consejo se coordina con el coordinador de conducta de la escuela y otros empleados del Distrito para garantizar el cumplimiento de las labores asignadas a ellos. La labor de cumplimiento de la ley de la policía del Distrito se describe en la política CKE(LOCAL). La labor de la ley de la

policía de los oficilaes policiacos de la escuela incluye proteger la seguridad y bienestar del personal, estudiantes, visitas e instalaciones del Distrito, investigar las actividades delictuosas y ser enlaces con las agencias del cumplimiento de la ley externas.

El director/coordinador de conducta de cada escuela y otros administradores escolares, según sea el caso, deberán reportar los delitos según sea exigido por la ley y deberán llamar a los encargados del cumplimiento de la ley local cuando sospechen que se ha cometido un crimen en la escuela. El Distrito tiene derecho a limitar la participación de los estudiantes en las actividades de la graduación por violar el Código de Conducta del Distrito. Para ser candidato a fungir como el estudiante orador en la ceremonia de graduación, el estudiante no debe tener ningún registro de mala conducta por violar el Código del Distrito que haya dado como resultado expulsión de la escuela, expulsión a DAEP o cualquier expulsión durante sus dos últimos semestres.

De acuerdo con el Código de Educación de Texas 37.105, un administrador escolar, un oficial de seguridad escolar (SRO) o un oficial policiaco del Distrito tiene la autoridad para negar la entrada o retirar a una persona de la propiedad del Distrito si la persona se niega a irse pacíficamente cuando se le pide y:

1. La persona representa un riego potencial de daño a cualquier otra persona; o,
2. La persona se comporta de manera inapropiada para un escenario escolar y la persona persiste con dicho comportamiento después de haber recibido una advertencia verbal acerca de su comportamiento inapropiado, y pueda resultar en negar el acceso o retiro.

Las apelaciones acerca de la negación de acceso o retiro de la propiedad del Distrito pueden presentarse de acuerdo con FNG (LOCAL) o GF (LOCAL), de manera conveniente.

Normas de conducta del estudiante

Se espera que cada estudiante:

- Demuestre cortesía, aun cuando los demás no lo hagan.
- Se comporte de manera responsable, siempre ejerciendo la autodisciplina.
- Asista a todas las clases regular y puntualmente.
- Se prepare para cada clase; y que lleve los materiales y tareas apropiadas.
- Cumpla con las normas de vestir y aseo personal del Distrito y de la escuela.
- Obedezca todas las reglas de la escuela y del salón de clases.
- Respete los derechos y privilegios de los estudiantes, maestros y del resto del personal y voluntarios del Distrito.
- Respete la propiedad de otros, incluyendo la propiedad e instalaciones del Distrito.
- Coopere y ayude al personal escolar a mantener la seguridad, el orden y la disciplina.
- Cumpla con los requisitos del Código de Conducta del estudiante.

Infracciones generales de conducta

Las siguientes categorías de conducta están prohibidas en la escuela, en vehículos que pertenecen o que son operados por el Distrito, y en todas las actividades relacionadas con la escuela; sin embargo, la lista no incluye los delitos más severos. En las secciones siguientes sobre Suspensión fuera de la Escuela, colocación en el Programa Educativo Alternativo Disciplinario (DAEP) y Colocación y/o Expulsión debido a Cierto Delitos y Expulsión en General, se dará una lista de delitos específicos que conllevan o permiten consecuencias

específicas. Sin embargo, cualquier infracción puede ser suficientemente severa para Retirar al estudiante del Entorno Educativo Regular como se detalla en la sección correspondiente.

Hacer caso omiso de la autoridad

El Distrito prohíbe lo siguiente:

- Dejar de cumplir con las instrucciones dadas por el personal de la escuela (insubordinación).
- Salir sin permiso de la escuela o de los eventos patrocinados por la escuela.
- Desobedecer las reglas escolares concernientes a la conducta en vehículos del Distrito.
- Rehusar aceptar las medidas de manejo de disciplina asignadas por el maestro o director.

Maltrato a otros

Los estudiantes no deben:

- Decir groserías o vulgaridades o hacer gestos obscenos.
- Pelear o luchar. (Para agresión física, consulte las secciones de asignación en DAEP y de expulsión)
- Amenazar a otro estudiante o empleado del Distrito dentro o fuera de la escuela.
- Participar en intimidación o acoso escolar (bullying), ciberacoso, acoso y preparar listas de víctimas. (Consultar el glosario para los cuatro términos)
- Publicar o amenazar con publicar material visual privado de un menor o de un estudiante de 18 años o mayor sin el consentimiento del estudiante.
- Comportarse de una manera que constituya acoso sexual o acoso basado en el género o abuso sexual, ya sea verbal, por gestos o cualquier otra conducta, incluso solicitar favores sexuales a otro estudiante o a un empleado, miembro del Consejo Administrativo o voluntario del Distrito.
- Participar en cualquier conducta que constituya violencia en el noviazgo. (Consultar el glosario)
- Participar en la exhibición inapropiada o indecente de partes privadas del cuerpo.
- Participar en bromas de iniciación (hazing). (Consultar el glosario)
- Influenciar a alguien para que actúe mediante el uso de o amenaza por la fuerza (coerción).
- Extorsionar o chantajear (obtener dinero u otro objeto de valor contra la voluntad de su propietario).
- Comportarse en forma verbal, física o sexual inapropiada hacia otro estudiante o empleado del Distrito.
- Grabar la voz o la imagen de otro sin el previo consentimiento de aquellos individuos que son grabados o en cualquier otra forma que altere el ambiente educativo o invada la privacidad de otros.

Delitos contra bienes

Los estudiantes no deben:

- Dañar o destruir la propiedad de otros (para delitos criminales considerados delitos graves, consulte la sección de colocación en DAEP o de expulsión).
- Dañar o destruir la propiedad escolar, incluso textos de estudio, tecnología y recursos electrónicos, casilleros, muebles u otro equipo, con grafiti u otros medios.
- Robar a los estudiantes, al personal o la escuela.
- Cometer o ser cómplice de un atraco o robo, aún si no constituye un delito grave conforme al Código Penal de Texas (para atraco o robo que constituye delito grave, consulte la sección de colocación en DAEP y de expulsión).
- Entrar, sin autorización, a las instalaciones del Distrito que no estén abiertas para su operación.

Posesión de artículos prohibidos

Los estudiantes no deben portar o usar:

- fuegos artificiales de cualquier tipo, bombas de humo o de olor o cualquier otro dispositivo pirotécnico.
- navajas, cuchillas para abrir cajas o cualquier otro objeto utilizado de forma que amenace o produzca lesiones corporales a otra persona;
- objetos que "parezcan" armas que estén planeadas usar como armas o pudieran razonablemente percibirse como armas;
- pistolas de aire comprimido o rifles de postas;
- municiones;
- pistolas paralizadoras;
- cuchillo común restringido;
- un instrumento hecho a mano diseñado para cortar o apuñalar a alguien más al ser lanzado;
- un supresor o silenciador de arma de fuego;
- una navaja o cualquier otro cuchillo pequeño;
- arma de fuego;
- un maso o gas paralizante para defensa personal;
- material pornográfico;
- productos del tabaco, cigarros, cigarros electrónicos, y cualquier componente, parte, o accesorio para un dispositivo de cigarro electrónico,
- cerillos o un encendedor;
- apuntador de láser para un uso distinto al aprobado; o
- cualquier artículo que generalmente no se considere como arma, incluso accesorios escolares, cuando el director o su representante determine que existe un peligro (para armas comunes y armas de fuego, consulte las secciones de asignación a DAEP y de expulsión).

Posesión de dispositivos de telecomunicaciones u otros aparatos electrónicos

Los estudiantes no deben usar dispositivos de telecomunicación incluyendo teléfono celular o cualquier otro dispositivo que viole las reglas del Distrito ni de la escuela.

Drogas ilegales, medicamentos recetados y de venta libre

Los estudiantes no deben:

- Poseer, usar, dar o vender alcohol o alguna droga ilegal (consultar asignación a DAEP y de expulsión para consecuencias obligatorias y permisivas bajo la ley estatal).
- Poseer o vender semillas de marihuana o hierba de marihuana aun y cuando sea en cantidades menores a las utilizables.
- Poseer, utilizar, dar o vender parafernalia relacionada con una sustancia prohibida (consultar "parafernalia" en el glosario).
- Poseer, usar, abusar, o vender sustancias o artículos que parezcan drogas o que se hagan pasar como drogas o contrabando.
- Abusar de medicamentos que pueden ser adquiridos sin prescripción médica (consultar "abuso" en el glosario).
- Estar bajo la influencia de medicamentos adquiridos con o sin prescripción médica que causen alteración de las facultades físicas o mentales (consultar "abuso" en el glosario).

- Poseer o tomar medicamentos en la escuela, adquiridos con o sin prescripción médica, excepto en la forma indicada en la norma del Distrito.

Uso inapropiado de computadoras e Internet

Los estudiantes no deben:

- Violar las normas, reglas o acuerdos con respecto al uso de computadoras firmados por el estudiante y/u otros acuerdos firmados por los padres del estudiante.
- Intentar acceder o eludir contraseñas o alguna otra información relativa a la seguridad del Distrito, los estudiantes o empleados o cargar o crear virus informáticos, incluyendo propiedad fuera de la escuela si la conducta provoca un descontrol sustancial al ambiente educativo.
- Intentar alterar, destruir o deshabilitar equipo de cómputo del Distrito, información del Distrito, la información de otros, u otras redes conectadas al sistema del Distrito, incluyendo propiedad fuera de la escuela si la conducta provoca un descontrol sustancial al ambiente educativo.
- Utilizar Internet u otras comunicaciones electrónicas para amenazar estudiantes, empleados, miembros del Consejo Administrativo o voluntarios o interrumpir el programa educativo, incluyendo propiedad fuera de la escuela si la conducta provoca un descontrol sustancial al ambiente educativo o infringe los derechos de otro estudiante en la escuela.
- Enviar, publicar, entregar o poseer mensajes electrónicos abusivos, obscenos, de contenido sexual, amenazadores, acosadores, perjudiciales para la reputación de otra persona o ilegales, incluyendo el ciberacoso y el “sexteo”, ya sea dentro o fuera de la escuela, si dicha conducta ocasiona una obstrucción sustancial al ambiente educativo o infringe los derechos de otro estudiante en la escuela.
- Utilizar el Internet u otra comunicación electrónica para fomentar o participar en un comportamiento ilegal o amenazar la seguridad escolar, incluyendo propiedad escolar externa si la conducta altera el ambiente educativo o infringir los derechos de otro estudiante en la escuela.

Transgresiones de la seguridad

Los estudiantes no deben:

- Poseer materiales publicados o electrónicos diseñados para fomentar o promover el comportamiento ilegal o que pudiesen amenazar la seguridad escolar.
- Participar en discusiones verbales (orales o escritas) que amenacen la seguridad de otro estudiante, de un empleado de la escuela o de la escuela misma.
- Hacer acusaciones falsas o hacer bromas con respecto a la seguridad escolar.
- Comportarse de forma que los funcionarios escolares piensen razonablemente que interrumpirá sustancialmente el programa escolar o que incitará a la violencia.
- Lanzar objetos que puedan causar lesiones corporales o daños a la propiedad.
- Descargar un extintor de incendios sin una razón válida.

Delitos varios

Los estudiantes no deben:

- Violar las normas de vestir y aseo personal indicadas en el manual del estudiante o reglamento de la escuela.
- Hacer trampa o copiar el trabajo de otro estudiante.
- Apostar.

- Incurrir en deshonestidad académica la cual incluye hacer trampa o copiar el trabajo de otro trabajo, plagio y comunicación sin autorización entre los estudiantes durante algún examen.
- Falsificar registros, pases u otros documentos escolares.
- Participar en acciones o demostraciones que interrumpen o interfieren sustancialmente con las actividades escolares.
- Violar repetidamente otras normas de conducta en el plantel o en la sala de clases que hayan sido comunicadas.
- Violar las normas de comportamiento extracurriculares.

El Distrito podrá imponer reglas del plantel o de la sala de clases además de aquellas indicadas en el Código. Estas reglas pueden publicarse en los salones de clases o distribuirse a los estudiantes, y pueden o no constituir infracciones del Código.

Técnicas de administración de la disciplina

La disciplina se establecerá para mejorar la conducta y fomentar las responsabilidades de los estudiantes como miembros de la comunidad escolar. Las medidas disciplinarias se basarán en el juicio profesional de los maestros y administradores y en una variedad de técnicas de administración de disciplina, incluyendo las prácticas restauradoras de disciplina. La disciplina se correlacionará con la gravedad de la falta, la edad del estudiante y su nivel de grado, la frecuencia del mal comportamiento, la actitud del estudiante, el efecto del mal comportamiento sobre el ambiente escolar, y los requisitos legales. A causa de estos factores, la disciplina para una ofensa en particular, incluyendo la mala conducta en un vehículo del Distrito ya sea que pertenezca a o que sea operado por el Distrito, a menos que la ley lo especifique de algún otro modo, podrá traer a consideración diversas técnicas y acciones.

Estudiantes con discapacidades

La disciplina de estudiantes con discapacidades está sujeta a las leyes estatales y federales pertinentes, además del Código de Conducta del estudiante. En la medida que exista un conflicto, las leyes estatales y/o federales prevalecerán. De acuerdo con el Código de Educación de Texas, un estudiante que recibe servicios de educación especial no puede ser disciplinado por conducta que cumpla con la definición de intimidación, ciberacoso, acoso o preparación de listas de víctimas (ver el glosario) hasta que el comité ARD (admisión, revisión y retiro) haya evaluado la conducta. Para decidir si existe orden de suspensión, colocación en DAEP o expulsión, el Distrito tomará en consideración aquella discapacidad que afecte sustancialmente la capacidad del estudiante para apreciar la improcedencia de su conducta.

Técnicas

Se pueden utilizar las siguientes técnicas de administración de disciplina, por sí solas o en combinación, o como parte de intervenciones progresivas para el comportamiento prohibido por el Código de Conducta del estudiante o por las reglas de la escuela o del salón de clases:

- Corrección verbal (oral o escrita).
- Tiempo de enfriamiento o “tiempo de reflexión”.
- Cambio de asiento en el salón de clase o vehículo poseído u operado por el Distrito.
- Confiscación temporal de artículos que perturban el proceso educativo.
- Recompensas o sanciones.
- Contratos de comportamiento.

- Asesoría por los maestros, consejeros de la escuela, o personal administrativo.
- Conferencias del maestro con los padres.
- Reducción de grado por copiar, plagio, y según lo permitan las normas.
- Detención, incluyendo horas regulares fuera de la escuela.
- Envío del estudiante a la oficina o a otra área asignada o a una suspensión dentro de la escuela.
- Asignación de deberes escolares como limpiar o recoger basura.
- Retiro de privilegios, tales como la participación en actividades extracurriculares, derecho a postular u ocupar cargos honorarios o formar parte de clubes y organizaciones patrocinadas por la escuela.
- Sanciones identificadas en las normas de comportamiento extracurricular de organizaciones estudiantiles individuales.
- Restricción o revocación de los privilegios de transporte del Distrito.
- Período de prueba asignado y administrado por la escuela.
- Suspensión fuera de la escuela, tal como se especifica en la sección de suspensión de este Código.
- Colocación en DAEP, tal como se especifica en la sección DAEP de este Código.
- Colocación y/o expulsión a un ambiente educativo alterno, tal y como se especifica en la sección del Código relativa a Colocación y/o Expulsión por Delitos específicos.
- Expulsión, tal como se especifica en la sección de Expulsión de este Código.
- Remisión a una agencia externa o a una autoridad legal para enjuiciamiento, además de las medidas disciplinarias impuestas por el Distrito.
- Otras estrategias y consecuencias determinadas por los funcionarios escolares.
- Retiro de los privilegios de los estudiantes del grado 12; por ejemplo, no poder participar en la fiesta o en la ceremonia de graduación.

Técnicas de aversión prohibidas

Éstas se definen como técnicas o intervenciones que pretenden reducer la recurrencia de un comportamiento al inflingir intencionalmente malestar o daño físico o emocional. Se prohíbe el uso de dichas técnicas en almnos. Las técnicas aversivas incluyen:

- Usar técnicas diseñadas o que puedan causar dolor físico, cualquier otro castigo físico que permita las políticas del Distrito. [Ver política FO(LOCAL).]
- Usar técnicas diseñadas o que puedan causar dolor físico debido a un choque eléctrico o cualquier otro procedimiento que involucre puntos de presión o llaves de las articulaciones.
- Descargar aerosol, agua nebulizada u otra sustancia nociva, tóxica o desagradable directamente a la cara de un estudiante.
- Negar comida, agua, sueño, abrigo, cobijo, confort físico, supervision o acceso al baño del edificio.
- Ridiculizar o humillar a un estudiante de manera que afecte o ponga en peligro negativamente el aprendizaje o salud mental del estudiante o que constituya un abuso verbal.
- Usar un aparato, material u objeto que inmobilice las cuatro extremidades del estudiante, incluyendo el control boda arriba o boca abajo en el piso.
- Afectar la capacidad de resporar, incluyendo aplicar presión al torso o cuello del alumno o encimarse en o sobre la boca o nariz del estudiante o cubrir su cara.
- Restringir la circulación del estudiante.
- Atar a un estudiante a un objeto estacionario mientras el estudiante esté parado o sentado.
- Inhibir, reducir o entorpecer la habilidad de comunicación del estudiante.

- Usar químicos para controlar.
- Usar el “tiempo fuera” de manera que prevenga que el estudiante se involucre y progrese adecuadamente en el plan escolar o cualquier otra meta de un programa de educación individual (IEP), incluyendo aislar al estudiante con el uso de barreras físicas.
- Privar al estudiante de uno o más sentidos, a menos que la técnica no cause que el estudiante sienta incómodo o que cumpla con el IEP o el plan de intervención de comportamiento (BIP) del estudiante.

Notificación

El director/coordinador de conducta de la escuela u otro administrador correspondiente deberá notificar inmediatamente a los padres de un estudiante por teléfono o en persona sobre cualquier violación que pudiera resultar en una suspensión ya sea dentro o fuera de la escuela, colocación en un DAEP, ubicación en un JJAEP, o en expulsión. El director/coordinador de conducta de la escuela o administrador correspondiente deberá también notificar a los padres del estudiante si éste último es llevado en custodia por un oficial de reforzamiento de la ley bajo las provisiones disciplinarias del Código de educación. Se deberá hacer un esfuerzo de buena fe el mismo día en que se realice dicha acción de proporcionar al estudiante una notificación de la acción disciplinaria por escrito, misma que éste deberá entregar a sus padres. En caso de que no se haya podido localizar a los padres de familia ya sea por teléfono o en persona a más tardar a las 5:00 p.m. del primer día hábil posterior a la realización de la acción disciplinaria. El director/coordinador de conducta de la escuela o administrador correspondiente deberá enviar una notificación por escrito utilizando el Servicio postal de los Estados Unidos. Si el director/coordinador de conducta del campus o administrador correspondiente no pudiera dar aviso al padre de familia, el director o persona designada deberá encargarse de dar aviso. Antes de que el director o administrador correspondiente asigne a un estudiante menor de 18 años una detención fuera del horario regular de escuela, se deberá dar aviso a los padres del mismo informándoles sobre la razón de la detención y arreglos del permiso para que se utilice el transporte que resulte necesario.

Apelaciones

Las preguntas de los padres concernientes a las medidas disciplinarias deberán ser dirigidas al maestro, a la administración del plantel, o al director/coordinador de conducta del campus, según sea el caso. Las apelaciones sobre la asignación de consecuencias disciplinarias deberán dirigirse al director de la escuela cuya decisión será inapelable. No se diferirán las consecuencias en espera de los resultados de una apelación o durante el proceso de queja.

El Distrito no podrá negar una consecuencia disciplinaria mientras el estudiante o padre meta una queja. En dado caso que un estudiante que sea acusado de conducta que cumpla con la definición de acoso sexual como lo define el Título IX, el Distrito seguirá la ley federal que aplique, incluyendo el proceso formal de queja del Título IX. Favor de ver las políticas FFH (LEGAL) y (LOCAL).

Remoción del autobús escolar

Los choferes de autobús podrán referir estudiantes al director/coordinador de conducta del campus u oficina del administrador correspondiente para mantener la disciplina en el autobús. El director/coordinador de conducta del campus o administrador correspondiente deberá emplear técnicas adicionales para manejo de la disciplina, según sea apropiado, las cuales pueden incluir la restricción o revocación de los derechos de un estudiante de utilizar el servicio de transporte escolar. Ya que la responsabilidad principal del Distrito al transportar estudiantes en los vehículos del Distrito es hacerlo ofreciendo tanta seguridad a los estudiantes como sea posible, el operador del vehículo deberá enfocarse en manejar sin tener que distraerse para atender el mal

comportamiento de los estudiantes. Por lo tanto, cuando las técnicas apropiadas para el manejo de la disciplina no logran hacer que el comportamiento del estudiante mejore o cuando cierta conducta inapropiada justifica la remoción inmediata, el director/coordinador de la conducta del campus o administrador correspondiente podrá restringir o revocar el privilegio del uso de transporte de un estudiante, según lo estipula la ley.

Retiro del ambiente escolar regular

Además de otras técnicas de manejo de la disciplina, la mala conducta puede resultar en el retiro del ambiente regular educativo como sanción de rutina o retiro formal. Una sanción de rutina ocurre cuando el maestro envía al estudiante a la oficina correspondiente (director o encargado de la disciplina) como técnica de manejo de la conducta. El director/coordinador del manejo de la disciplina o el administrador adecuado emplearán técnicas alternativas de manejo de disciplina, incluyendo intervenciones progresivas. El maestro o administrador pueden retirar a un estudiante de la clase por una conducta que infrinja este Código con el fin de mantener la disciplina del aula

Retiro formal

Un maestro puede iniciar un retiro formal de la clase si:

- El maestro ha documentado que el comportamiento del estudiante ha interferido en repetidas ocasiones con la capacidad del maestro para dar clase, o con la habilidad de sus compañeros de aprender; o
- El comportamiento es tan indisciplinado, perturbador o abusivo que el maestro no puede enseñar y los estudiantes en el salón de clases no pueden aprender.

Dentro de los tres días escolares posteriores a la remoción, el director/coordinador de conducta del campus o administrador correspondiente deberá programar una conferencia con el padre o madre del estudiante, el estudiante, el maestro que retiró al estudiante de clases y cualquier otro administrador.

En la conferencia, el director/coordinador de la conducta del campus o administrador correspondiente deberá informar al estudiante sobre la mala conducta debido a la cual el mismo está siendo acusado, así como las consecuencias. El estudiante debe tener la oportunidad de expresar su versión del incidente. En aquellos casos en que un estudiante sea removido del salón de clase regular por un maestro y no se haya llevado a cabo todavía la conferencia, el director/coordinador de conducta del campus u otro administrador podrá colocar al estudiante en otro salón que sea apropiado, suspensión dentro de la escuela, suspensión fura de la escuela o DAEP. Los maestros o administradores deberán remover al estudiante de clase si éste presenta un comportamiento el cual bajo el Código de educación requiera o permita que el estudiante sea ubicado en un DAEP o expulsado. En aquellos casos en que el estudiante sea removido por esas razones, los procedimientos en las secciones subsecuentes en el DAEP o expulsión deberán ser seguidos.

Regreso del estudiante al salón de clases

Cuando un maestro ha retirado formalmente a un estudiante del salón de clases por un problema de conducta distinto al que se menciona en el siguiente párrafo, el estudiante podrá ser asignado nuevamente a la clase del maestro sin el consentimiento de este último, si el comité de evaluación de colocación determina que la clase del maestro es la mejor o la única alternativa disponible. Sin embargo, cuando un maestro ha retirado formalmente a un estudiante por un problema de conducta contra el profesor según se indica en la Sección 37.006(a)(2)(B) o 37.007(a)(2)(A) o (b)(2)(c), el estudiante no podrá ser asignado nuevamente a la clase del maestro sin el consentimiento de este último.

Suspensión fuera de la escuela

Conducta inapropiada

Los estudiantes pueden ser suspendidos por cualquier comportamiento indicado en el Código como violación de conducta general, infracciones en DAEP o infracciones que ameriten expulsión.

El Distrito no deberá usar la suspensión fuera de la escuela para estudiantes de segundo grado o anteriores a menos que la conducta cumpla con los requerimientos de la ley.

Un estudiante en segundo grado o anteriores no deberá ser suspendido fuera de la escuela a menos que, dentro de la propiedad escolar o durante la asistencia a un evento escolar o actividad relacionada con la escuela dentro o fuera de la propiedad escolar, el estudiante se involucre en:

- Conducta relacionada con los elementos de delitos con armas, como lo dicta el Código Penal Sección 46.02 o 46.05;
- Conducta relacionada con los elementos de agresión, agresión sexual, agresión grave o agresión sexual con agravante como lo dicta el Código Penal; o,
- Vender, dar o entregar a otra persona o poseer, usar o estar bajo la influencia de cualquier cantidad de marihuana, bebida alcohólica o sustancia controlada o droga peligrosa como lo define la ley federal o estatal.

Proceso

Las leyes estatales permiten suspender a un estudiante por no más de tres días de escuela por violación de comportamiento, sin límite en cuanto a la cantidad de veces que un estudiante puede ser suspendido en un semestre o año escolar. Antes de ser suspendido, un estudiante tendrá una conferencia informal con el director/coordinador de conducta del campus o administrador apropiado, el cual le informará sobre la conducta inapropiada de la cual se le acusa. El estudiante tendrá la oportunidad de explicar su versión del incidente antes de que el administrador tome su decisión. El número de días que un estudiante será suspendido será determinado por el director/coordinador de conducta del campus o administrador correspondiente, pero no deberá exceder tres días escolares. Al tomar la decisión sobre si asignará la suspensión fuera de la escuela, el director/coordinador de conducta del campus o administrador correspondiente deberá considerar:

1. Si se trató de defensa propia (ver el glosario);
2. La intención o ausencia de la misma en el momento en que el estudiante presentó dicha conducta; y
3. El historial de disciplina del estudiante; o

El trabajo no realizado durante la suspensión deberá recuperarse de acuerdo con las reglas del plantel y del salón de clases. El administrador apropiado determinará las restricciones con respecto a la participación del estudiante en actividades organizadas por la escuela o actividades extracurriculares y actividades co-curriculares, relacionadas con la escuela. La decisión de suspender a un estudiante puede apelarse al director de la escuela. La decisión del director de la escuela es definitiva.

Trabajo escolar durante una suspensión

El Distrito garantizará que el estudiante tendrá acceso al trabajo escolar de los cursos del currículo básico mientras esté en suspension interna o externa, incluyendo por lo menos un método de recibir este trabajo escolar que no requiera el uso de la red.

Aquel estudiante que sea retirado del aula regular a suspension interna o a otro lugar que no sea DAEP, tendrá la oportunidad de terminar, antes del inicio del siguiente ciclo escolar, los cursos en los que estaba inscrito al momento de la remoción del aula regular. El Distrito ofrecerá esta posibilidad mediante cualquier métodp disponible, incluyendo cursos por correspondencia, cualquier otra opción de clases a distancia o escuela de verano. El Distrito no cobrará al estudiante ningún servicio de recuperación de clases que le ofrezca.

Colocación en el Programa Alternativo Educativo Disciplinario (DAEP)

DAEP será ofrecido en un lugar diferente al aula regular del estudiante. Un estudiante de primaria no podrá ser colocado en DAEP con un estudiante que no sea estudiante de primaria. Para los fines de DAEP, la clasificación de Primaria será de kínder hasta el sexto grado y la clasificación para secundaria será de séptimo a doceavo grado (7-12). Los programas de verano que ofrezca el Distrito darán servicio a los estudiantes que estén en DAEP junto con los otros estudiantes. Aquel estudiante que sea expulsado por alguna falta que hubiera requerido la colocación en DAEP no tendrá que set enviado a DAEP además de la expulsión. Al decidir si se envía a DAEP a un estudiante, independientemente de si la acción es obligatoria o discrecional, el director o coordinador de disciplina del plantel tomarán en cuenta:

1. Defensa propia (ver glosario),
2. Intención o falta de ella cuando el estudiante se involucró en la conducta, y
3. El historial de disciplina del estudiante.
4. Una discapacidad que sustancialmente impida al estudiante estar consciente de su conducta equivocada.
5. Si el studiante está bajo la tutela del Departmento de Familias y Servicios de Protección (tutela temporal).
6. Si el estudiante está en situación de ausencia de vivienda.

Colocación discrecional: conducta inapropiada que puede resultar en colocación en DAEP

Un estudiante puede ser asignado a DAEP por comportamientos prohibidos en la sección de Infracciones Generales de Conducta de este Código.

Conducta inapropiada identificada en las leyes estatales

De acuerdo con las leyes estatales, un estudiante puede ser asignado a DAEP por cualquiera de las siguientes infracciones:

- Involucrarse en un acoso que aliente al estudiante a cometer o intentar cometer suicidio.
- Incitar violencia contra un estudiante a través de acoso grupal.
- Publicar o amenazar con publicar material visual privado de un menor o de un estudiante de 18 años o mayor sin consentimiento del estudiante.
- Formar parte de una fraternidad, hermandad femenina o sociedad secreta de una escuela pública, incluso como miembro o aspirante, o solicitar a otra persona hacerse aspirante o miembro de una fraternidad, hermandad femenina o sociedad secreta de una escuela pública (ver glosario).
- Delito criminal, que no se castiga como delito grave.
- Involucrarse en actividades delictivas de pandillas callejeras (ver glosario).
- Asalto (sin lesión corporal) con amenaza de lesión corporal inminente.
- Asalto por contacto físico ofensivo o provocativo.

De acuerdo con las leyes estatales, un estudiante puede ser asignado a DAEP si el superintendente o su representante está razonablemente convencido (consultar el glosario) que la conducta del estudiante es castigada como delito grave, distinto de robo agraviado o aquellos indicados como delitos según el Título 5 (ver el glosario) del Código Penal de Texas, que ocurre fuera de la escuela y no en una actividad organizada por la escuela o relacionada con la misma, si la presencia del estudiante en el salón de clases regular amenaza la seguridad de otros estudiantes o profesores o será perjudicial para el proceso educativo.

El director/coordinador de conducta del campus o administrador apropiado puede, pero no está obligado a trasladar a un estudiante a DAEP por un problema de conducta fuera de la escuela por el cual las leyes estatales exigen la asignación en DAEP, si el administrador no se entera de dicha conducta antes del primer aniversario de la fecha en la cual ocurrió.

Colocación obligatoria: Conducta inapropiada que exige colocación en DAEP

Un estudiante debe ser asignado a DAEP si:

- Su conducta se relaciona con una alarma o informe falso (incluso una amenaza de bomba) o una amenaza terrorista que involucre a una escuela pública. (Ver el glosario)
- Comete las siguientes infracciones en el plantel escolar o a menos de 300 pies de la escuela medidos desde cualquier punto en la línea límite de la escuela, o mientras asistía a una actividad organizada por la escuela o relacionada con la misma, dentro o fuera de la escuela:
- Se comporta de una manera que se castiga como delito grave.
- Comete una agresión grave (ver el glosario) según la sección 22.01(a) (1) del Código Penal.
- Vende, suministra o entrega a otra persona, o posee, utiliza o está bajo la influencia de la marihuana, una sustancia controlada o una droga peligrosa en una cantidad que no constituye un delito grave (las faltas asociadas con drogas consideradas como delito grave relacionadas con la escuela se consideran en la sección de Expulsión) (Ver el término “bajo la influencia” en el glosario).
- Vende, suministra o entrega a otra persona una bebida alcohólica; comete un acto o falta grave bajo la influencia del alcohol; o posee, utiliza o está bajo la influencia de alcohol, si tal conducta no se castiga como delito grave. Aquellos estudiantes que cuenten con una receta válida que les permita el uso de la marihuana medicinal con bajo contenido de tetrahidrocannabinol están autorizados según el Capítulo 487 del Código de salud y seguridad y no estarán violando esta provisión. (Las faltas asociadas con el alcohol consideradas como delito grave y relacionadas con la escuela se consideran en la sección de Expulsión) (Vea el glosario para “bajo la influencia”).
- Se comporta de una manera que corresponde a un delito relacionado con el abuso de sustancias químicas volátiles.
- Se comporta de una manera que corresponde al delito de lascivia pública o exhibición indecente.
- Tiene entre seis y nueve años de edad y su conducta merece expulsión.
- Tiene menos de seis años de edad y comete una infracción de las leyes federales de armas de fuego.
- Se comporta de una manera que corresponde al delito de represalia contra un empleado o voluntario de la escuela, ya sea dentro o fuera de la escuela (tomar represalias combinado con otra infracción que implique expulsión se considera en la sección relativa a Expulsión en este Código).
- Su conducta se castiga como delito grave indicado según el Título 5 (ver el glosario) del Código Penal de Texas cuando ocurre fuera de la escuela y no en un evento patrocinado por la escuela o relacionado con la misma y:
    - El estudiante recibe enjuiciamiento diferido (ver el glosario).

- Un tribunal o jurado considera que la conducta del estudiante fue delictuosa (ver el glosario) o
- El superintendente o su representante está razonablemente convencido (ver el glosario) que el estudiante se comportó de ese modo.

Agresión sexual y cambio de escuela

Si un estudiante ha sido condenado por abuso sexual continuo en contra de un menor o un individuo con discapacidad o ha recibido una sentencia diferida por agresión sexual o agresión sexual agravada contra otro estudiante en el mismo plantel escolar, y si la víctima o los padres de la víctima solicitan que el Consejo transfiera al agresor a otra escuela, el estudiante agresor será transferido a otra escuela en el Distrito. Si no hay otra escuela en el Distrito con el nivel de grado del estudiante agresor, entonces será asignado a DAEP.

Proceso

La remoción a un DAEP deberá realizarse por el director/coordinador de conducta del campus u otro administrador correspondiente.

Conferencia

Cuando se retiraun estudiante de una clase por haber cometido una infracción que amerite ir a DAEP, el director/coordinador de conducta del campus o administrador apropiado programará una conferencia telefónica o en persona en un periodo máximo de tres días escolares con los padres del estudiante, el estudiante y el maestro en caso de haber sido retirado por un maestro. En la conferencia, el director/coordinador de conducta del campus o administrador correspondiente informará al estudiante, en forma oral o por escrito, de las razones del retiro de la clase, le explicará el fundamento del retiro de la clase y le dará la oportunidad de responder a las razones del retiro. Después de intentos válidos de requerir la asistencia, el Distrito puede llevar a cabo la conferencia y tomar una decisión de colocación independientemente de si el estudiante o sus padres asisten a la conferencia. Hasta que se lleve a cabo la conferencia, el director puede colocar a un estudiante en otro salón de clases apropiado, en suspensión dentro de la escuela o en suspensión fuera de la escuela.

Consideración de factores atenuantes

Al decidir si se envía a DAEP a un estudiante, independientemente de si la acción es obligatoria o discrecional, el director o coordinador de disciplina del plantel tomarán en cuenta:

1. Defensa propia (ver glosario),
2. Intención o falta de ella cuando el estudiante se involucró en la conducta, y
3. El historial de disciplina del estudiante.
4. Una discapacidad que sustancialmente impida al estudiante estar consciente de su conducta equivocada.
5. Si el studiante está bajo la tutela del Departmento de Familias y Servicios de Protección (tutela temporal).
6. Si el estudiante está en situación de ausencia de vivienda.

Orden de colocación

Después de la conferencia, si un estudiante es asignado a DAEP, el director/coordinador de conducta del campus o administrador correspondiente escribirá una orden de asignación. Una copia de dicha orden será enviada al estudiante y a sus padres. A más tardar el segundo día hábil después de la conferencia, el administrador apropiado entregará al tribunal de menores una copia de la orden de colocación del estudiante y toda la información exigida por la Sección 52.04 del Código Familiar. Si el estudiante es asignado a DAEP y el período de

colocación es incompatible con las directivas incluidas en este Código, la orden de colocación debe indicar dicha incompatibilidad.

Duración de la colocación

El director/coordinador de conducta del campus u otro administrador correspondiente determinará la duración del período de asignación de un estudiante a DAEP. La duración del período de colocación de un estudiante será determinada individualmente en cada caso. La asignación en DAEP se correlacionará con la gravedad de la infracción, la edad y nivel de grado del estudiante, la frecuencia de la conducta inapropiada, la actitud de estudiante y los requisitos legales. El período máximo de colocación en DAEP será de 15 días de clases, a menos que el director de la escuela recomiende y el superintendente asistente apropiado apruebe un período más largo, sin exceder un año escolar. A menos que se especifique de otra manera, los días de ausencia en DAEP no deberán contar para completar el total de número de días a los que el estudiante sea asignado en DAEP. El Distrito debe administrar las evaluaciones anteriores y posteriores de los estudiantes en DAEP por un período de 90 días o más de acuerdo con lo establecido en los procedimientos administrativos del Distrito para administrar otras evaluaciones de diagnóstico o estándar. La asignación en DAEP puede exceder un año si el Distrito determina después de revisión que:

1. El estudiante es una amenaza para la seguridad de los otros estudiantes o de los empleados del Distrito; o
2. Prorrogar la asignación es lo que más conveniente para el estudiante.

Las limitaciones reglamentarias sobre la duración de la asignación en DAEP no corresponden a una colocación derivado de la decisión del Consejo de trasladar a DAEP a un estudiante que agredió sexualmente a otro estudiante de tal forma que los estudiantes no estén asignados al mismo plantel escolar.

Más de un año escolar

A los estudiantes que cometan delitos que requieran colocación en DAEP al final del año escolar, se les puede requerir que continúen su detención al comienzo del próximo año escolar para completar el término asignado de la detención.

Para que una detención en DAEP se extienda más allá del término del año escolar, el director/coordinador de conducta del campus, administrador correspondiente o representante del Consejo deberá determinar que:

1. La presencia del estudiante en el salón de clases regular o escuela representa un peligro o pone en riesgo físico a los demás estudiantes u otros; o
2. El estudiante ha presentado conducta inapropiada grave o persistente (ver el glosario), que infringe el Código del Distrito.

Más de 60 días

Para que una detención en DAEP se extienda más allá de 60 días o el final del próximo período de calificaciones, lo que ocurra primero, se dará aviso a los padres y se les dará la oportunidad de participar en un proceso ante quien designe el Consejo.

Apelaciones

Las preguntas de los padres de familia con respecto a las medidas disciplinarias deberán ser dirigidas al administrador del campus. Las apelaciones de estudiantes o padres de familia con respecto a la colocación de un estudiante en un DAEP, la cual no se extenderá más allá del fin del período de calificación siguiente siguiendo la colocación en un DAEP o hasta el año escolar siguiente deberán dirigirse al director del plantel según lo

establecido en la política FOC (LEGAL y LOCAL). La decisión del director de la escuela es inapelable. Las quejas del estudiante o padre de familia con respecto al proceso utilizado para la toma de la decisión de ubicación, tal como asuntos relacionados con la forma como la administración manejó la conferencia o aviso propio siendo provisto, deberán ser tratadas de conformidad con la política FNG(LOCAL). Usted podrá obtener una copia de estas políticas en la oficina del director o el sitio en internet del Distrito. No se diferirán las consecuencias disciplinarias en espera de los resultados de una apelación o durante el proceso de queja.

Restricciones durante la colocación

Las leyes estatales prohíben que un estudiante asignado a DAEP por las razones indicadas en dichas leyes asista o participe en actividades extracurriculares organizadas o relacionadas con la escuela. El Distrito proporcionará el transporte a los estudiantes en DAEP. En el caso de estudiantes del grado doce que cumplan con los requisitos para graduarse y que estén asignados a DAEP en el momento de la graduación, el último día de asignación al programa será el último día de enseñanza y no se le permitirá al estudiante que participe en la ceremonia de graduación ni en actividades relacionadas.

Evaluación de colocación

En el caso de un estudiante asignado a DAEP por un período mínimo de 120 días, el director/coordinador de conducta del campus o los funcionarios del Distrito evaluarán su estado, inclusive el estado académico, a intervalos que no excedan los 120 días. En el caso de un estudiante de secundaria, también se evaluará el progreso del estudiante hacia la graduación y el plan de graduación del estudiante. En la evaluación, el estudiante o sus padres tendrán la oportunidad de presentar argumentos para que el estudiante regrese a su salón de clases o plantel regular. El estudiante no podrá regresar al salón de clases del maestro que lo retiró, a menos que este último así lo consienta.

Conducta inapropiada adicional

Si durante el período de colocación en DAEP el estudiante comete otra infracción de conducta que exige o permite la asignación en DAEP o que exige o permite expulsión, se puede iniciar un proceso adicional y el director/coordinador de conducta del campus o administrador apropiado puede añadir otra medida disciplinaria como resultado de dicho proceso.

Notificación de enjuiciamiento criminal

Cuando se coloque en DAEP a un estudiante debido a ciertas ofensas, la fiscalía notificará al Distrito si:

1. El enjuiciamiento del caso de un estudiante fue rechazado debido a falta demérito para enjuiciar o evidencia insuficiente y no se iniciará ningún proceso formal, adjudicación diferida (ver el glosario) o enjuiciamiento diferido; o
2. El tribunal o jurado declaró al estudiante no culpable o determinó que el estudiante no tuvo una conducta delictuosa o conducta que indique una necesidad de supervisión y el caso fue rechazado con efecto de situación juzgada.

Si un estudiante fue asignado a DAEP debido a dicha conducta, al recibir la notificación del fiscal, el superintendente o su representante evaluarán la asignación del estudiante y programará una evaluación con los padres del estudiante a más tardar el tercer día después que el superintendente o su asignado reciba la notificación del fiscal. El estudiante no puede regresar al salón de clases regular en espera de la evaluación.

Después de evaluar la notificación y de recibir información de los padres del estudiante, el superintendente o su representante puede continuar con la asignación del estudiante si existe razón para creer que la presencia del

estudiante en el salón de clases regular amenaza la seguridad de los otros estudiantes o de los maestros. El estudiante o sus padres pueden apelar la decisión del superintendente al Consejo. El estudiante no puede regresar al salón de clases regular en espera de la apelación. En el caso de una apelación, el Consejo, en su próxima reunión programada, considerará la notificación del fiscal y recibirá información del estudiante, de los padres del estudiante y del superintendente o su asignado y confirmará o revocará la decisión del superintendente o su asignado. El Consejo llevará un registro del proceso. Si el Consejo confirma la decisión del superintendente o su asignado, el estudiante y los padres del estudiante pueden apelar al Comisionado de Educación. El estudiante no puede regresar al salón de clases regular en espera de la apelación.

Retiro durante el proceso

Cuando un estudiante viola el Código del Distrito de manera que se exige o se permite que el estudiante sea asignado a DAEP y el estudiante se retira del Distrito antes de haberse completado la orden de colocación, el director/coordinador de conducta del campus u otro administrador correspondiente puede completar el proceso y emitir una orden de colocación. Si más adelante el estudiante se matricula nuevamente en el Distrito durante el mismo año escolar o en un año posterior, el Distrito puede hacer cumplir la orden en ese momento, menos cualquier período de colocación que el estudiante haya completado durante su matrícula en otro Distrito. Si el director/coordinador de conducta del campus u otro administrador correspondiente, o el Consejo no emiten una orden de colocación después que el estudiante se retire, el siguiente Distrito en el cual el estudiante se matricule puede completar el proceso y emitir una orden de colocación.

Estudiantes matriculados nuevos

Un estudiante asignado a DAEP en una escuela pública especial de matrícula abierta u otro Distrito, inclusive un Distrito en otro estado (si la conducta es una razón de colocación en DAEP en el nuevo Distrito), en el momento de su matrícula en el Distrito será asignado directamente al DAEP del Distrito. Si un Distrito escolar en otro estado trasladó a un estudiante a DAEP durante un período de más de un año, este Distrito, conforme a las leyes estatales, reducirá el período de colocación de acuerdo con las directivas del Distrito de modo que la asignación no exceda 15 días de escuela. Sin embargo, después de una evaluación, la asignación puede extenderse más de los 15 días de escuela si el Distrito determina que el estudiante es una amenaza a la seguridad de otros estudiantes o empleados, o si la extensión del período es lo que más le conviene al estudiante.

Procedimiento de colocación de emergencia

Cuando una colocación de emergencia es necesaria porque el comportamiento del estudiante es muy rebelde, perturbador o abusivo el cual interfiera seriamente con las clases o la operación escolar, se notificará verbalmente al estudiante la razón de dicha acción. A más tardar diez días después de la fecha de la asignación, se realizará con el estudiante la conferencia apropiada requerida para la colocación en DAEP.

Servicios de transición

De conformidad con los procedimientos legales del Distrito el personal del plantel ofrecerá servicios de transición a aquel estudiante que regrese al aula regular luego de estar en un programa alternativo de educación, incluyendo DAEP. Ver política FOCA(LEGAL) para más información.

Colocación y/o expulsión debido a infracciones específicas

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

Delincuentes sexuales registrados

De acuerdo con la ley estatal, una vez recibida notificación de que un estudiante debe registrarse como delincuente sexual, la administración deberá retirar al estudiante del salón de clases regular y determinar dónde se le debe colocar, a menos que la corte ordene que sea colocado en JJAEP.

Si el estudiante se encuentra bajo cualquier forma de supervisión por parte de la corte, incluida libertad condicional, supervisión comunitaria o libertad bajo palabra, se le colocará en el programa de DAEP o JJAEP por lo menos durante un semestre.

Si el estudiante no está bajo ninguna forma de supervisión por parte de la corte, se le colocará en DAEP o

JJAEP por un semestre o podrá permanecer en el salón de clases regular. No podrá permanecer en el salón de clases regular si el Consejo de Administración o su representante determina que la presencia del estudiante:

1. Amenaza la seguridad de otros estudiantes o de los maestros;
2. Será en detrimento del proceso educativo; o
3. No conviene a los intereses de los estudiantes del Distrito.

Comité de revisión

Al final del primer semestre de la permanencia de un estudiante en un entorno educacional alternativo y antes del comienzo de cada año escolar para el que el estudiante deba permanecer en una escuela alternativa, el Distrito convocará a una reunión de comité, de conformidad con la ley estatal, para revisar la permanencia del estudiante.

El comité recomendará si el estudiante debe regresar al salón regular o si debe permanecer en el programa alternativo. De no existir recomendaciones especiales, el Consejo o su representante deberán seguir la recomendación del comité. La revisión de la permanencia de un estudiante con alguna discapacidad y que recibe servicios de educación especial deberá realizarla el comité ARD.

Estudiantes matriculados nuevos

Si un estudiante se debe matricular obligatoriamente en el Distrito como delincuente sexual registrado, el Distrito podrá revalidar el tiempo que el estudiante haya pasado en una estancia alternativa o podrá solicitar que el estudiante pase un semestre adicional en una estancia alternativa sin llevar a cabo una revisión del caso.

Apelación

El estudiante o sus padres pueden apelar la asignación alternativa por medio de una conferencia con el Consejo o su representante, el estudiante y sus padres. La conferencia se limitará a cuestionar el hecho de si el estudiante debe registrarse como delincuente sexual. Cualquier decisión del Consejo o su representante bajo esta sección será definitiva y no podrá ser apelada.

Delitos específicos graves

No obstante que sea necesaria la expulsión o la asignación alternativa por cualquiera de las razones expuestas en las secciones de Expulsión o Colocación en DAEP, de conformidad con el Código de Educación 37.0081, un estudiante podrá ser expulsado o colocado en DAEP o JJAEP si el Consejo, el director/coordinador de conducta del campus u otro administrador correspondiente encuentran que las siguientes circunstancias existen en relación con el delito grave tipificado en el Título 5 (ver glosario) del Código Penal de Texas. El estudiante debe:

- Haber recibido enjuiciamiento diferido por conducta definida como delito grave en el Título 5

- Haber sido encontrado culpable de un delito grave según el Título 5 por un tribunal o un jurado.
- Haber recibido cargos por participar en una conducta definida como delito grave en el Título 5.
- Haber sido enviado a un tribunal de menores por presuntamente participar en conductas delictivas tipificadas como delito grave según el Título 5.
- Haber recibido libertad condicional o sentencia aplazada o haber sido arrestado, tener cargos o haber sido condenado por un delito grave según el Título 5.

El Distrito puede expulsar al estudiante y ordenar colocación especial bajo las circunstancias anteriores, a pesar de:

1. La fecha en que el estudiante mostró la conducta del caso.
2. El lugar donde ocurrió el hecho.
3. Si el comportamiento sucedió mientras el estudiante estaba matriculado en el Distrito, o
4. Si el estudiante había cumplido exitosamente con cualquier disposición de la corte impuesta en relación con el comportamiento.

Audiencia y fallo necesario

El estudiante debe tener primeramente una audiencia ante el Consejo o su representante quien debe determinar que, adicionalmente a las circunstancias anteriores que obligaron a que se diera la expulsión, la presencia del estudiante en el salón de clases regular:

1. Amenaza la seguridad de otros estudiantes o maestros,
2. Será en detrimento del proceso educativo, o
3. No conviene a los intereses de los estudiantes del Distrito.

Cualquiera que sea la decisión del Consejo o su representante bajo esta sección será definitiva y no estará sujeta a apelación.

Duración de la asignación alternativa

El estudiante estará sujeto a estancia alternativa hasta que:

1. El estudiante se gradúe de la escuela preparatoria
2. Los cargos sean retirados o reducidos a un delito menor o,
3. El estudiante termine el programa alternativo o se le asigne a otro programa.

Revisión de la colocación

Aquel estudiante que sea colocado en DAEP o JJAEP bajo estas circunstancias tendrá derecho a que el coordinador de conducta del plantel, un administrador adecuado o el representante del consejo revise su situación, incluyendo su situación académica, en intervalos que no pasen de 120 días. En caso de tratarse de un estudiante de preparatoria, el progreso del estudiante hacia la graduación, así como el plan de graduación mismo, deberán ser revisados. Al hacer esta revisión, el padre de familia o el estudiante podrán presentar argumentos para que el estudiante regrese al aula regular o al plantel.

Estudiantes matriculados nuevos

El estudiante que se inscriba en el Distrito antes de terminar un programa alternativo definido bajo esta sección y que venga de otro Distrito escolar deberá terminar el programa alternativo.

Expulsión

Para decidir si se ordena una expulsión ya sea obligatoria o discrecional, el director/coordinador de conducta del campus u otro administrador correspondiente tomará en cuenta:

1. Defensa personal (ver glosario);
2. Si es intencional o no la conducta del estudiante en el momento que dicha conducta tuvo lugar; y,
3. Los antecedentes de disciplina del estudiante.

Expulsión discrecional: conducta inapropiada que puede resultar en expulsión

Algunos de los siguientes tipos de mal comportamiento pueden resultar en la colocación obligatoria en DAEP ya sea que el estudiante sea o no sea expulsado (consultar colocación en DAEP).

De cualquier lugar

Un estudiante podrá ser expulsado por:

- Involucrarse en acoso que aliente al estudiante a cometer o intentar cometer suicidio.
- Incitar violencia contra un estudiante a través de acoso grupal.
- Publicar o amenazar de publicar material visual privado de un menor o de un estudiante de 18 años o mayor sin consentimiento del estudiante.
- Conducta que corresponde al delito de agresión, tipificada en la sección 22.01(a)(1) del Código Penal, contra un empleado o voluntario de la escuela.
- Delito de daños dolosos contra la propiedad ajena, si se castiga como delito grave.
- Violación a la seguridad de computadoras. (Ver glosario):
- Participar en una conducta que corresponda a cualquiera de los siguientes delitos contra otro estudiante:
    - Agresión agravada.
    - Agresión sexual.
    - Agresión sexual agravada.
    - Asesinato.
    - Asesinato en primer grado.
    - Intento de asesinato o de asesinato en primer grado.
    - Robo agravado.
- Participar en cualquier conducta que involucre una falsa alarma o informe falso (incluso una amenaza de bomba) o una amenaza terrorista que involucre a una escuela pública.

En la escuela, a menos de 300 pies o en algún evento escolar

El estudiante podrá ser expulsado por las siguientes conductas cometidas en la escuela, a menos de 300 pies de la escuela medidos desde cualquier punto de los límites de la propiedad escolar o mientras asista a alguna actividad escolar que se lleve a cabo dentro o fuera de la propiedad de la escuela:

- Vender, dar o entregar a otra persona o poseer, utilizar o estar bajo la influencia de marihuana, cualquier sustancia controlada o cualquier droga peligrosa, si tal conducta no se castiga como delito grave. Aquellos estudiantes que cuenten con una receta válida que les permita el uso de la marihuana medicinal con bajo contenido de tetrahidrocannabinol están autorizados según el Capítulo 487 del Código de salud y seguridad y no estarán violando esta provisión.

- Vender, suministrar o entregar a otra persona o poseer, utilizar o estar bajo la influencia de alcohol; o cometer cualquier acto o falta grave bajo la influencia del alcohol, si tal conducta no se castiga como delito grave.
- Comportarse de una manera que corresponda a una infracción relacionada con el abuso de sustancias químicas volátiles.
- Comportarse de una manera que corresponda con el delito tipificada en la Sección 22.01(a) (1) contra un empleado o voluntario.
- Conducta susceptible de causar la muerte (ver el glosario).

A 300 pies de la escuela

El estudiante podrá ser expulsado por las siguientes conductas cometidas en la escuela a menos de 300 pies de la propiedad, medidos desde cualquier punto de los límites de la propiedad escolar:

- Agresión agravada, agresión sexual o agresión sexual agravada.
- Incendio provocado (ver el glosario).
- Asesinato, asesinato en primer grado o intento de asesinato o de asesinato en primer grado.
- Indecencia con un niño.
- Secuestro agravado.
- Homicidio.
- Homicidio con negligencia delictiva.
- Robo agravado.
- Abuso sexual continuo contra un menor o un individuo con discapacidad.
- Delito grave relacionado con drogas o alcohol.
- Portar o poseer cerca del estudiante un arma de fuego, arma blanca, o un garrote, según lo establece la ley estatal. (Ver el glosario).
- Poseer, manufacturar, transportar, reparar o vender armas prohibidas según se establece en la ley estatal. (Ver el glosario).
- Posesión de un arma de fuego, según se establece en la ley federal. (Ver el glosario).

Propiedad de otro Distrito

El estudiante podrá ser expulsado por cometer un delito por el que el estado exija que se expulse al estudiante si el delito se comete en la propiedad de otro Distrito en Texas o mientras el estudiante esté asistiendo a una actividad organizada por la escuela o por una escuela en otro Distrito en Texas.

Estando en DAEP

El estudiante podrá ser expulsado por involucrarse en un mal comportamiento serio que esté documentado que haya infringido el Código del Distrito, a pesar de intervenciones de comportamiento documentadas mientras el estudiante esté en DAEP. Para efectos de expulsión discrecional de DAEP, mal comportamiento serio significa:

- Comportamiento violento deliberado que amenace directamente de salud o seguridad de otros;
- Extorsión que implique ganar dinero u otra pertenencia a la fuerza o bajo amenaza;
- Conducta que constituya coerción, tal y como lo define la Sección 1.07 del Código Penal; o,
- Conducta que constituya una infracción por:
    - Comportamiento público lascivo según lo establece la Sección 21.07 del Código Penal;
    - Exhibición indecente según lo establece la Sección 21.08 del Código Penal;

- Travesuras graves según lo establece la Sección 28.03 del Código Penal;
- Novatadas personales según lo establece la Sección 37.152 del Código Penal; o,
- Acoso de un estudiante o empleado del Distrito según lo establece la Sección 42.07(a)(1) del Código Penal.

Expulsión obligatoria: conducta inapropiada que requiera expulsión

Un estudiante deberá ser expulsado según lo establece la ley federal o estatal por cualquiera de las siguientes infracciones que ocurran en propiedad escolar o durante alguna actividad organizada o relacionada con la escuela dentro o fuera de la propiedad escolar:

Según lo establece la ley federal

Portar o poseer un arma de fuego en la escuela, incluyendo cualquier ámbito escolar que se encuentre bajo el control o supervisión del Distrito Escolar, un arma de fuego, tal y como lo define la ley federal. (Ver el glosario)

Según el Código Penal de Texas

- Si el estudiante posee o porta lo siguiente, según lo define el Código Penal de Texas:
  - Una pistola definida por la ley del estado como cualquier arma de fuego diseñada, fabricada o adaptada para ser utilizada con una mano. (Ver el glosario). Nota: Un estudiante no puede ser expulsado solamente con base en el uso, la exhibición o posesión de un arma de fuego dentro de un campo de tiro aprobado que no se encuentre ubicado dentro del plantel escolar, mientras participe o se prepare para una competencia de tiro deportivo o una actividad organizada y apoyada por el Departamento de Parques y Vida Silvestre (Parks and Wildlife Department, en inglés) o una organización reguladora de deportes de tiro que colabore con el Departamento.
  - Un arma blanca, según lo define la ley del estado. (Ver el glosario).
  - Un garrote o bastón, según lo define la ley del estado. (Ver el glosario).
  - Poseer, manufacturar, transportar, reparar o vender un arma prohibida, según lo define la ley del estado. (Ver el glosario).
- Comportarse de una manera que contiene los elementos de los siguientes delitos según el Código Penal del Estado de Texas:
  - Agresión agravada, agresión sexual o agresión sexual agravada.
  - Incendio provocado. (Ver el glosario).
  - Asesinato, asesinato en primer grado o intento de asesinato o de asesinato en primer grado.
  - Conducta indecente con un menor.
  - Secuestro agravado.
  - Robo agravado.
  - Homicidio.
  - Homicidio con negligencia delictiva.
  - Abuso sexual continuo en contra de un menor o varios menores
  - Comportamiento tipificado como delito grave y que involucre vender, suministrar o entregar a otra persona o poseer, utilizar o estar bajo la influencia de marihuana, cualquier sustancia controlada, cualquier droga peligrosa o alcohol; o por cometer un acto y delito grave bajo la influencia del alcohol.
- Tomar represalias contra un empleado o voluntario de la escuela en combinación con cualquiera de las infracciones de expulsión obligatoria arriba mencionadas.

Menor de diez años de edad

Cuando un estudiante menor de diez años de edad exhiba una conducta que amerite expulsión, no será expulsado, sino que será enviado a DAEP. El estudiante menor de seis años de edad no será retirado de la clase ni enviado a DAEP, a menos que el estudiante cometa un delito federal relacionado con armas de fuego.

Proceso

Si se cree que un estudiante cometió un delito que amerite expulsión, el director/coordinador de conducta del campus u otro administrador apropiado programará una audiencia dentro de un horario razonable. Los padres del estudiante recibirán una invitación por escrito para asistir a la audiencia.

En tanto no se lleve a cabo la audiencia, el director/coordinador de conducta del campus u otro administrador apropiado podrá colocar al estudiante en:

- Otro salón de clases apropiado.
- Suspensión dentro de la escuela
- Suspensión fuera de la escuela
- DAEP

Audiencia

El estudiante que se enfrente a una expulsión tendrá derecho a una audiencia según lo establece el procedimiento de ley. El estudiante tendrá derecho a:

1. Ser representado por los padres del estudiante u otro adulto que pueda orientar al estudiante y que no sea un empleado del Distrito,
2. Una oportunidad para testificar y presentar pruebas y testigos en defensa del estudiante, y
3. Una oportunidad para interrogar a los testigos del Distrito.

Después de dar aviso al estudiante y a sus padres sobre la audiencia, el Distrito podrá llevarla a cabo con o sin la asistencia del estudiante o de sus padres. El Consejo Administrativo delega autoridad al Funcionario de Audiencias del Distrito para llevar a cabo audiencias y expulsar estudiantes.

Evaluación de la expulsión por el Consejo

Después de la audiencia realizada según lo establecen los términos de la ley, el estudiante expulsado podrá solicitar que el Consejo evalúe la decisión de expulsión. El estudiante o sus padres podrán presentar una solicitud por escrito al superintendente dentro de los diez días siguientes a la recepción de la decisión por escrito. El superintendente deberá proporcionar al estudiante o a sus padres notificación escrita de la fecha, hora y lugar de la reunión en la cual el Consejo considerará la decisión. El Consejo revisará la documentación de la audiencia de expulsión en una reunión privada, a menos que los padres soliciten por escrito que el asunto se considere en una reunión pública. Además, el Consejo podrá escuchar una declaración del estudiante o de sus padres y del representante del Consejo. El Consejo escuchará las declaraciones que hagan las partes en esta sesión de evaluación y basará su decisión en las pruebas reflejadas en la documentación y cualquier otra declaración hecha por las partes durante la evaluación. El Consejo tomará y comunicará su decisión en forma oral al final de la presentación. No se diferirán las consecuencias en espera de los resultados de la audiencia.

Orden de expulsión

Antes de que se ordene la expulsión, el Consejo administrativo, director/coordinador de conducta del campus o administrador correspondiente deberán considerar:

1. Si se trató de defensa propia (ver el glosario),
2. La intención o ausencia de la misma en el momento en que el estudiante presentó dicha conducta, o
3. El historial de disciplina del estudiante.

Si el estudiante es expulsado, el Funcionario de Audiencias entregará al estudiante y a sus padres una copia de la orden de expulsión del estudiante. A más tardar el segundo día hábil después de la audiencia, el Funcionario de Audiencias entregará al tribunal de menores una copia de la orden de expulsión y toda la información exigida por la Sección 52.04 del Código Familiar. Si la duración de la expulsión es incompatible con las directivas incluidas en el Código de Conducta del estudiante, se deberá indicar dicha incompatibilidad en la orden de expulsión.

Duración de la expulsión

La duración de una expulsión se correlacionará con la gravedad de la infracción, la edad y el grado en curso del estudiante, la frecuencia de la conducta inapropiada, la actitud del estudiante y los requisitos legales. La duración de la expulsión de un estudiante se determinará individualmente en cada caso. El período máximo de expulsión es un año natural, excepto en la forma indicada abajo. Una expulsión no podrá exceder un año a menos que, después de la evaluación, el Distrito determine que:

1. El estudiante es una amenaza para la seguridad de los otros estudiantes o de los empleados del Distrito, o
2. Prorrogar la expulsión es lo más conveniente para el estudiante.

Las leyes estatales y federales exigen que el estudiante sea expulsado del salón de clases regular por un lapso de por lo menos un año natural por traer a la escuela un arma de fuego, según lo establecen las leyes federales.

Sin embargo, el superintendente u otro administrador apropiado podrán modificar la duración de la expulsión sobre la base de un análisis individual.

Los estudiantes que cometan delitos que impliquen la expulsión al final del año escolar podrán ser expulsados en el año siguiente para completar el período de expulsión.

Baja de la escuela durante el proceso

Cuando un estudiante viole el Código del Distrito de manera que haya o se dé la expulsión y el estudiante se dé de baja del Distrito antes de que se lleve a cabo la audiencia de expulsión, el Distrito podrá llevar a cabo la audiencia después de enviar una notificación por escrito a los padres y al estudiante. Si luego el estudiante se matricula nuevamente en el Distrito durante el mismo año escolar o el siguiente, el Distrito podrá ejecutar la orden de expulsión en ese momento, restando el período de expulsión que el estudiante haya cumplido durante su matrícula en otro Distrito. Si el director/coordinador de conducta del campus, administrador correspondiente, el Consejo Administrativo, o funcionario del Consejo no emite una orden de expulsión después de que el estudiante se dé de baja, el Distrito escolar en el cual se matricule el estudiante podrá continuar con el proceso.

Mala conducta adicional

Si durante el período de expulsión, el estudiante comete otra infracción de mala conducta que exija o permita la asignación en DAEP o la expulsión, se podrá iniciar un proceso adicional y el director/coordinador de conducta del campus, administrador correspondiente, el Consejo Administrativo o funcionario designado del Consejo podrá añadir otra medida disciplinaria como resultado de dicho proceso.

Restricciones durante la expulsión

Se prohíbe que los estudiantes expulsados estén en el plantel escolar o asistan a actividades organizadas por la escuela o relacionadas con la misma durante el período de expulsión. El Distrito no otorgará créditos académicos por trabajo no realizado durante el período de expulsión, a menos que el estudiante se matricule en el JJAEP o en cualquier otro programa aprobado por el Distrito.

Estudiantes matriculados nuevos

El Distrito continuará con el período de expulsión asignado al estudiante de reciente matrícula expulsado de otro Distrito o de cualquier otra escuela de matrícula abierta y terminará el período de expulsión.

Si un estudiante expulsado en otro estado se matricula en el Distrito, el Distrito podrá continuar con la expulsión según los términos de la orden de expulsión, podrá trasladar al estudiante a DAEP durante el período indicado en la orden o podrá permitir que el estudiante asista a clases regulares si:

1. El Distrito fuera del estado proporciona al Distrito una copia de la orden de expulsión, y
2. La infracción que ocasionó la expulsión también es una infracción que amerita expulsión en el Distrito en el cual el estudiante se está matriculando.

Si un estudiante es expulsado por un Distrito en otro estado por un período de más de un año y el Distrito continúa con la expulsión o traslada al estudiante a DAEP, el Distrito reducirá el período de la expulsión o de colocación en DAEP de manera que el período completo no exceda un año, a menos de que después de una evaluación se determine:

1. Que el estudiante es una amenaza para la seguridad de los otros estudiantes o de los empleados del Distrito, o
2. Que extender el programa es lo más conveniente para el estudiante.

Procedimientos para una expulsión de emergencia

Cuando una expulsión de emergencia sea necesaria para proteger a personas o propiedad de algún daño inminente, se le hará saber verbalmente al estudiante la razón de dicha acción. Diez días después de la expulsión de emergencia, se llevará cabo el procedimiento de ley para el estudiante que enfrenta una expulsión.

Colocación de estudiantes expulsados en DAEP

El Distrito puede brindar servicios educativos a cualquier estudiante expulsado y colocado en DAEP; sin embargo, los servicios de DAEP serán obligatorios si el estudiante es menor de diez años de edad.

Servicios de transición

De conformidad con los procedimientos legales del Distrito el personal del plantel ofrecerá servicios de transición a aquel estudiante que regrese al aula regular luego de estar en un programa alternativo de educación, incluyendo DAEP. Ver política FOCA(LEGAL) para más información.

Glosario

El glosario presenta definiciones legales y definiciones establecidas a nivel local y su objetivo es ayudar a entender los términos relacionados con el Código de Conducta del Estudiante.

Abuso significa la acción y efecto del mal uso, excesivo, impropio o indebido del consumo.

Atraco grave se define en parte por el Código Penal de Texas 29.03(a) cuando una persona comete robo y:

1. Causa heridas graves en el cuerpo a otra persona;
2. Usa o exhibe un arma mortal; o
3. Causa heridas en el cuerpo a otra persona o amenaza o pone a otra persona en una situación de miedo por posibles heridas al cuerpo o muerte si la otra persona tiene:
    a. 65 años de edad o más, o,
    b. discapacidades.

Acoso incluye:

1. Conducta que cumple con la definición establecida en las normas del Distrito DIA (LOCAL) y FFH (LOCAL);
2. Conducta que amenaza con perjudicar o producir lesiones personales a otra persona, incluyendo estudiantes del Distrito, empleados, miembros del Consejo, o voluntarios; es sexualmente intimidante, produce daños físicos a la propiedad de otro estudiante, sujeta a otro estudiante a confinamiento o restricción física o perjudica en forma maliciosa y sustancial la salud o seguridad física o emocional de otro estudiante, según lo define la Sección 37.001(b)(2) del Código de Educación.
3. Conducta que se casdtiga como crimen bajo el Código Penal 42.07, incluyendo los siguientes tipos de conducta si se llevan a cabo con la intención de acosar, molestar, alarmar, abusar, tormentar o avergonzar a otro:
    a. Iniciando comunicación y, durante la comunicación, hacer comentarios, pedidos, sugerencias o propuestas obscenas, tal como lo define la ley;
    b. Amenazando, a manera de querer alarmar razonablemente a la persona que recibe la amenaza, de infligir daño físico a la persona o de cometer un crimen hacia la persona, miembro de la familia u hogar de la persona o a su propiedad;
    c. Expresando, a manera de querer alarmar razonablemente a la persona que recibe el reporte, algo que el mensajero sabe que es falso, que otra persona murió o sufrió daño físico serio;
    d. Enviando comunicaciones electrónicas repetidas a modo de hostigar, molestar, alarmar, abusar, tromentar, avergonzar u ofender a otro; y
    e. Publicando en un sitio de internet, incluyendo en una plataforma de medio social, comunicaciones electrónicas repetidas de manera razonable que pueda causar angustia emocional, abuso o tormento a otra persona, a menos que las comunicaciones se hagan en conexión con un asunto de interés público, como lo define la ley.

Acoso escolar o bullying se define en la Sección 38.0832 del Código de Educación de Texas como un único acto significante o patrón de actos de uno o más estudiantes hacia otro estudiante que explota un desequilibrio de poder e involucra en expresiones escritas o verbales, expresiones a través de medios electrónicos o por conducta física que:

1. Tiene o tendrá el efecto de lastimar físicamente a un estudiante, dañar la propiedad de un estudiante o atemorizar a un estudiante con respecto de la integridad de su persona o de su propiedad;

2. Es suficientemente severo o persistente que dicha acción o amenaza genere un ambiente educativo intimidante, amenazador o abusivo para el estudiante;
3. Interrumpe material y sustancialmente el proceso educativo o el orden del salón o la escuela; o,
4. Infringe en los derechos de la víctima en la escuela.

Acoso escolar o *bullying* incluye ciberacoso (ver a continuación). Esta ley estatal de prevención de ciberacoso aplica para:

1. Acoso escolar que ocurre o se presenta en propiedad escolar o en instalaciones de actividades patrocinadas o relacionadas con la escuela en o fuera de propiedad escolar;
2. Acoso escolar que ocurre en un autobús o vehículo escolar público o privado usado para transportar estudiantes hacia y de la escuela o actividades patrocinadas o relacionadas con la escuela; y,
3. Ciberacoso que ocurre fuera de propiedad escolar o fuera de actividades patrocinadas o relacionadas con la escuela si el ciberacoso interfiere con las oportunidades educativas del estudiante o si interrumpe sustancialmente el orden del salón, escuela o actividades patrocinadas o relacionadas con la escuela.

A discreción significa que algo se deja en manos de una persona que toma las decisiones a nivel local o que es regulado por dicha persona.

Agresión se define en parte por el Código Penal de Texas, Sección 22.01(a) (1) como causar lesiones corporales a otra persona en forma intencional, a sabiendas o en forma imprudente; 22.01(a)(2) como intencionalmente o a sabiendas amenazar a otro con inminente lesión corporal; y 22.01(a)(3) como causar intencionalmente o a sabiendas contacto físico con otro que puede razonablemente ser considerado ofensivo o provocativo.

Amenaza terrorista se define según el Código Penal de Texas 22.07 como una amenaza de violencia a una persona o propiedad con la intención de:

1. Causar una reacción de cualquier tipo de una agencia oficial o voluntaria organizada para manejar emergencias;
2. Crear temor de lesiones corporales graves en una persona;
3. Prevenir o interrumpir la ocupación o uso de un edificio; sala, lugar de asamblea o lugar de acceso público; lugar de empleo u ocupación; avión, automóvil u otra forma de transporte; u otro lugar público;
4. Causar deterioro o interrupción de las comunicaciones públicas, transporte público, agua pública, gas o suministro eléctrico u otro servicio público;
5. Causar temor de graves lesiones corporales en el público o un grupo sustancial de público; o
6. Influenciar la conducta o actividades de una sucursal o agencia del gobierno federal, del estado o de una subdivisión política del estado (incluyendo el Distrito).

Ametralladora se define como cualquier arma de fuego que sea capaz de disparar más de dos tiros automáticamente, sin recarga manual, con la activación única del gatillo.

Arma blanca se define según el Código Penal de Texas 46.01 como un cuchillo con una hoja de más de cinco y media pulgadas.

Arma de cierre se define según el Código Penal de Texas 46.01 como un dispositivo o combinación de dispositivos, originalmente no arma de fuego, pero adaptado para expulsar un proyectil a través de un cañón con cilindro suave o tipo rifle usando la energía generada por una explosión o sustancia ardiente.

Arma de fuego según lo define la ley federal (18 U.S.C. 921(a)) es:

1. Cualquier arma, (incluyendo una pistola de partida) diseñada, hecha o adaptada para expulsar un proyectil usando una acción de un explosivo;
2. La caja de mecanismos o el armazón de este tipo de armas;
3. Toda arma de fuego con silenciador o silenciador de arma de fuego, definido como un dispositivo para silenciar, mitigar o disminuir el reporte de la portación de un arma de fuego; o,
4. Cualquier dispositivo destructivo, como cualquier explosivo, bombas incendiarias o bombas de gas venenoso o granadas.

Tal término no incluye armas de fuego antiguas.

Arma de fuego de cañón corto se define según el Código Penal de Texas 46.01 como un rifle con un cañón de menos de 16 pulgadas de largo o una escopeta con un cañón de menos de 18 pulgadas de largo, o cualquier arma fabricada con un rifle o escopeta que, en la forma alterada, tiene un largo total de menos de 2 pulgadas. Esta definición no incluye un arma blanca que funcione con resorte, un seguro, u otro mecanismo diseñado con el propósito de afectar el cierre de la navaja, por lo cual exige de fuerza contra la hoja de la cuchilla, ya sea con la mano, muñeca, o el brazo para poder superar la tendencia de la navaja de cerrarse y así poderla abrir.

Arma de fuego rudimentaria es un dispositivo o combinación de dispositivos que originalmente no era un arma de fuego, pero adaptado para expulsar un proyectil a través de un orificio liso o cañón de orificio estriado utilizando la energía producida por una explosión o combustión de una sustancia.

Arma explosiva se define por el Código Penal de Texas 46.01 como cualquier arma de fuego diseñada, hecha o adaptada para ser disparada con una mano.

Arma parecida significa un artículo que parece un arma pero que no se pretende usar para causar serios daños físicos.

Arma prohibida según el Código Penal de Texas 46.05(a) significa:

1. Los siguientes artículos a menos que se encuentren registradas en la Oficina de EE.UU. de Alcohol, Tabaco, Armas de Fuego y Explosivos o clasificadas como curiosidades o reliquias por el Departamento de Justicia:
    a. Un arma explosiva;
    b. Ametralladora;
    c. Armas de cañón corto.
2. Municiones perforantes;
3. Dispensadores de productos químicos;
4. Armas de cierre;
5. Artefactos para desinflar llantas; o,
6. Dispositivo improvisado explosivo.

Bajo la influencia significa la falta del uso normal de las facultades mentales o físicas. Deterioro de las facultades físicas omentales de una persona que pueden ser evidentes por una configuración de comportamiento anormal o irregular o la presencia de síntomas físicos del uso de drogas o alcohol. Un estudiante “bajo la influencia” no necesita estar legalmente intoxicado para que se le apliquen medidas disciplinarias.

Cigarros electrónicos se refiere a los cigarros electrónicos o cualquier otro dispositivo que estimule el fumar a través del uso de un elemento de calentamiento mecánico, de una batería, o de un circuito electrónico que

libere nicotina u otras sustancias al individuo que inhale de tal dispositivo o de una solución líquido consumible o cualquier otro material en aerosol o vapor durante el uso de un cigarro electrónico o cualquier otro dispositivo descrito por esta estipulación. El término incluye cualquier dispositivo que haya sido manufacturado, distribuido o vendido como un cigarro electrónico, un puro electrónico, o una pipa electrónica o bajo el nombre o descripción de otro producto y un componente, parte o accesorio para el dispositivo. Sin importar si el componente, parte o accesorio se vende por separado del dispositivo.

Citas violentas incluye el abuso intencional físico, sexual, verbal o emocional para lastimar, amenazar, intimidar o controlar a otra persona con quien el estudiante tiene o ha tenido una relación sentimental tal y como lo establece la sección 71.021 del Código Familiar de Texas.

Conducta delictiva es aquella conducta que viola las leyes estatales o federales y se castiga con cárcel. Incluye aquella conducta que viola ciertas órdenes del tribunal de menores, incluso órdenes de período de prueba, pero que incluye infracciones a las leyes de tránsito.

Conducta susceptible de causar la muerte es el comportamiento imprudente de una persona que coloca a otra persona en peligro inminente de grave lesión corporal, como por ejemplo descargar a sabiendas un arma de fuego en la dirección de un individuo, habitación, edificio o vehículo.

Creencia razonable es una determinación realizada por el superintendente o su representante utilizando toda la información disponible, incluyendo la información suministrada según el Artículo 15.27 del Código de Procedimiento Criminal.

Defensa propia es el uso de fuerza contra otra persona al grado que una persona cree razonablemente que la fuerza es inmediatamente necesaria para protegerse.

Mal comportamiento serio o severo significa:

1. Comportamiento violento y deliberado que cause una amenaza directa a la salud o seguridad de los demás;
2. Extorsión que implique ganar dinero o cualquier otra pertenencia por la fuerza o por amenaza;
3. Conducta que constituya coerción, definida por la Sección 1.07 del Código Penal; o,
4. Conducta que constituya la infracción de:
    a. Comportamiento público lascivo según lo establece la Sección 21.07 del Código Penal de Texas;
    b. Exhibicionismo indecente según lo establece la Sección 21.08 del Código Penal de Texas;
    c. Travesuras graves según lo establece la Sección 28.03 del Código Penal de Texas;
    d. Novatadas personales según lo establece la Sección 37.152 del Código de Educación de Texas; o,
    e. Acoso de un estudiante o empleado del Distrito según lo establece la Sección 42.07(a)(1) del Código Penal de Texas.

Mal comportamiento persistente o serio (severo) incluye, entre otros:

- Comportamiento que amerite una expulsión permitida o colocación en DAEP.
- Comportamiento identificado por el Distrito que amerite colocación discrecional en DAEP.
- Acciones o demostraciones que interrumpan o interfieran sustancialmente con las actividades escolares.
- Negación para hacer o terminar trabajo o tareas asignadas.
- Insubordinación.
- Groserías, vulgaridades o gestos obscenos.

- Salir de la escuela sin permiso.
- Falsificación de registros, pases u otros documentos escolares.
- Rehusar aceptar la disciplina asignada por el maestro o director.

Crímenes del Título 5 son aquellos crímenes enumerados en el Código Penal de Texas Título 5 que típicamente involucran lesiones de una persona y pueden incluir:

- Asesinato, homicidio culposo u homicidio bajo la Sección 19.02-19.05 del Código Penal de Texas;
- Secuestro bajo el Código Penal de Texas 20.03;
- Tráfico de personas bajo la Sección 20ª.02 del Código Penal de Texas;
- Contrabando o contrabando continuo de personas bajo la Sección 20.05-.06 del Código Penal de Texas;
- Agresión bajo la Sección 22.01 del Código Penal de Texas;
- Agresión agravada bajo la Sección 22.02 del Código Penal de Texas;
- Agresión sexual bajo la Sección 22.011 del Código Penal de Texas;
- Agresión sexual agravada bajo la Sección 22.021 del Código Penal de Texas;
- Restricción ilegal bajo la Sección 20.02 del Código Penal de Texas;
- Abuso sexual continuo de uno o varios menores de edad bajo la Sección 21.02 del Código Penal de Texas;
- Zoofilia bajo la Sección 21.09 del Código Penal de Texas;
- Relación inapropiada entre educador y estudiante bajo la Sección 21.12 del Código Penal de Texas;
- Voyerismo bajo la Sección 21.17 del Código Penal de Texas;
- Indecencia con un niño bajo la Sección 21.11 del Código Penal de Texas;
- Grabación visual invasiva bajo la Sección 21.15 del Código Penal de Texas;
- Divulgación o promoción de material visual privado bajo la Sección 21.16 del Código Penal de Texas;
- Coerción sexual bajo la Sección 21.18 del Código Penal de Texas;
- Lesión de un niño, persona mayor o persona discapacitada bajo la Sección 22.04 del Código Penal de Texas;
- Abandonar o poner en peligro a un niño bajo la Sección 22.041 del Código Penal de Texas;
- Conducta susceptible a causar la muerte bajo la Sección 22.05 del Código Penal de Texas;
- Amenaza terrorista bajo la Sección ss.07 del Código Penal de Texas;
- Ayudar a una persona a suicidarse bajo la Sección 22.09 del Código Penal de Texas; y,
- Manipular indebidamente un producto para consumidores bajo la Sección 22.09 del código Penal de Texas. [Ver FOC (ANEXO)]

Dispositivo improvisado explosivo se define según el Código Penal de Texas 46.01 como una bomba terminada y operacional diseñada para causar serios daños físicos, la muerte o daño sustancial a propiedad y que es fabricado de manera improvisada usando componentes no militares.

Dispositivo para desinflar llantas se define en parte en la sección 46.01 del Código Penal como un dispositivo, que incluye un abrojo o tira con púas, que al pasar por encima impide o para el movimiento de un vehículo con ruedas al pinchar una o más llantas del vehículo.

Dispositivo que esparce sustancias químicas se define por el Código Penal de Texas 46.01 como aquel dispositivo diseñado, fabricado o adaptado con el propósito de esparcir una sustancia capaz de causar un efecto

psicológico o fisiológico adverso en una persona. Un surtidor pequeño de sustancias químicas que se vende a nivel comercial para la protección personal no está en esta categoría.

Enjuiciamiento aplazado se puede ofrecer a un menor como solución alternativa antes de ser condenado por un tribunal por conducta delictiva o comportamiento que requiera supervisión.

Exhibicionismo se define según el Código Penal de Texas 21.08 como una ofensa que ocurre cuando una persona exhibe su ano o cualquier parte de sus genitales para excitar o gratificar el deseo sexual de otra persona sin importar la presencia de un tercero que pueda sentirse ofendido o alarmado por el acto.

Falsa alarma o informe falso es cuando una persona, a sabiendas, inicia, comunica o hace circular que hay una bomba, agresión u otra emergencia, pasada o futura, que sabe que es falsa o sin fundamento, y que habitualmente:

1. Causaría reacción de una agencia oficial o voluntaria organizada para manejar emergencias;
2. Crearía temor de lesiones corporales graves en una persona; o
3. Prevendría o interrumpiría la ocupación de un edificio, sala o lugar de asamblea.

Fraternidad, hermandad femenina, sociedad secreta o pandilla significa una organización compuesta en su totalidad o en parte por estudiantes que buscan perpetuarse al tomar miembros adicionales de los estudiantes recién inscritos en la escuela basados en la decisión de la sociedad en lugar de la libre elección de un estudiante calificado. Las organizaciones educativas enlistadas en la Sección 37.121(d) del Código de Educación están exentas de esta definición.

Garrote o palo se define por el Código Penal de Texas 36.01 como un instrumento especialmente diseñado, fabricado o adaptado para provocar lesiones corporales graves o hasta la muerte. La cachiporra, el mazo y el hacha se encuentran en la misma categoría.

Grafiti son marcas con pintura en o pluma o marcador permanente o un aparato para grabar en la propiedad tangible sin el consentimiento de hecho del propietario. Las marcas pueden incluir inscripciones, lemas, dibujos o pinturas.

Incendio provocado se define en parte por el Código Penal de Texas 28.02 como:

1. Un delito que involucra iniciar un incendio o causar una explosión con la intención de destruir o dañar:
    a. Vegetación, una cerca o estructura en un terreno abierto; o
    b. Cualquier edificio, habitación o vehículo:
        i. Sabiendo que el incendio está dentro de los límites de una ciudad o pueblo establecido;
        ii. Sabiendo que está asegurado contra daños o destrucción;
        iii. Sabiendo que está sujeto a una hipoteca u otro interés de garantía;
        iv. Sabiendo que se está dentro de una propiedad que pertenece a alguien más;
        v. Sabiendo que se prende dentro de una propiedad que pertenece a alguien más; o
        vi. Cuando a la persona que inicia el incendio no le importa si el incendio o explosión pondrá en peligro la vida de alguna persona o la seguridad de la propiedad de otra persona.
2. Un delito que involucra iniciar un incendio en forma imprudente o causar una explosión durante la fabricación o mientras intentaba fabricar cualquier sustancia controlada donde el incendio o la explosión causan daños a un edificio, lugar de habitación, o vehículo; o

3. Un delito que involucra iniciar intencionalmente un incendio o causar una explosión y durante dicho acto:
    a. En forma imprudente causa daños o destruye una edificación ajena; o
    b. En forma imprudente le causa lesiones o la muerte a otra persona.

Indecencia pública se define según el Código Penal de Texas 21.07 como una ofensa que ocurre cuando una persona participa intencionalmente en un acto de relación sexual, relación sexual desviada o contacto sexual en lugares públicos, o si no es en lugares públicos, sin importar que haya un tercero presente que pueda ofenderse o alarmarse por el acto.

Intimidación virtual se define por la Sección 37.0832 del Código de Educación de Texas como intimidación virtual hecha a través del uso de cualquier dispositivo de comunicación electrónico, incluyendo a través del uso de teléfono celular o cualquier otro tipo de teléfono, computadora, cámara, correo electrónico, mensajería instantánea, mensaje de texto, aplicación de red social, sitio electrónico de Internet o cualquier otra herramienta de comunicación basada en servicio de Internet.

Intento es el diseño, resolución o determinación con que una persona actúa.

Lista de víctimas se define según la Sección 37.001(b)(3) del Código de Educación de Texas como una lista de personas seleccionadas para ser perjudicadas.

Manopla es cualquier instrumento con anillos o resguardos para los dedos fabricados de una sustancia dura y diseñada para producir lesiones corporales graves o muerte golpeando a una persona con el puño con la manopla.

Material visual privado se define según el Código de Prácticas y Remedios Civiles de Texas 98B.001 y el Código Penal de Texas 21.16 como material visual que presenta a una persona con sus partes privadas expuestas o practicando actos sexuales. “Material visual” significa cualquier película, fotografía, video, negativo o diapositiva de cualquier reproducción fotográfica o cualquier otro medio físico que permita que se exhiba en una computadora o cualquier otro monitor de video, y cualquier imagen transmitida a una computadora o cualquier otro monitor de video.

Munición para perforar blindaje se define por el Código Penal de Texas 46.01 como munición para pistolas y revólveres diseñada principalmente para penetrar metal o una armadura para el cuerpo.

Navaja ilegal según la definición del Código Penal de Texas 46.01(6) es:

1. Un cuchillo cuya hoja mide más de cinco y media pulgadas de largo;
2. Un instrumento de mano, diseñado para cortar o apuñalar a otra persona cuando se arroja;
3. Una daga, incluso, pero no limitado a un punzón, puñal o estilete;
4. Cuchillo tipo Bowie;
5. Espada; o,
6. Lanza.

Novatada se define según la Sección 37.151 del Código de Educación de Texas como un acto intencional, a sabiendas o imprudente, dentro o fuera del plantel de la escuela, realizado por una persona por sí sola o actuando con otros, que pone en peligro la salud o seguridad mental o física de un estudiante con el fin de cumplir con una promesa, iniciación, afiliación, cargo o afiliación en una organización.

Obligatorio significa que algo es imperativo o exigido por una autoridad.

Ofensas de Título 5 son aquellos crímenes enlistados en el Título 5 del Código Penal de Texas que involucran lesiones a una persona y pueden incluir:

- asesinato, homicidio culposo u homicidio bajo las Secciones 19.02-19.05;
- rapto bajo 20.03;
- tráfico de personas bajo la Sección 20A.02 del Código Penal de Texas;
- contrabando o contrabando continuo de personas bajo las secciones 20.05-06;
- asalto bajo la Sección 22.01;
- asalto agravado bajo la Sección 22.02;
- asalto sexual bajo la Sección 22.011;
- asalto sexual agravado bajo la Sección 22.021;
- detención arbitraria bajo la Sección 20.02;
- abuso sexual continuo de un menor o un individuo con discapacidad bajo la Sección 21.02 del Código Penal de Texas;
- bestialidad bajo la Sección 21.09 del Código Penal de Texas;
- relación inapropiada entre un educador y un estudiante bajo la Sección 21.12;
- voyerismo bajo la Sección 21.27;
- indecencia con un infante bajo la Sección 21.11;
- grabación visual invasiva bajo la Sección 21.15;
- revelación o promoción de material visual íntimo bajo la Sección 21.16;
- coerción sexual bajo la Sección 21.18;
- herir a un niño, adulto mayor o persona con discapacidad bajo la Sección 22.04;
- abandonar o poner en peligro a un niño bajo la Sección 22.041, e;
- conducta mortal bajo la Sección 22.05;
- amenaza terrorista bajo la Sección 22.07;
- ayudar a una persona a cometer suicidio bajo la Sección 22.08; y
- alterar un producto de consumo bajo la Sección 22.09 [Ver FOC (EXHIBIT)].

Pandilla callejera criminal se compone de tres o más personas que poseen un signo común de identificación, un símbolo o liderazgo identificable y que regularmente se asocien para cometer actividades delictivas.

Parafernalia es todo aquel dispositivo que pueden usarse para inhalar, ingerir, inyectar o de otro modo introducir una sustancia controlada al cuerpo humano.

Pistola según se define en el Código Penal de Texas 46.01 es cualquier arma de fuego diseñada, fabricada o adaptada para ser disparada con una sola mano.

Posesión significa tener un artículo consigo mismo o en la propiedad personal de una persona, incluye – pero no se limita a - ropa, cartera o mochila; un vehículo privado utilizado para el transporte a o desde la escuela o actividades relacionadas con la escuela, entre otros, un automóvil, camión, motocicleta o bicicleta; o cualquier propiedad de la escuela utilizada por el estudiante, entre otros, un ropero o escritorio.

Sentencia aplazada es una solución alternativa antes de ser condenado por un tribunal que se puede ofrecer a un menor por conducta delictiva o comportamiento que requiera supervisión.

Silenciador de arma de fuego se define por el Código Penal de Texas 46.01 como cualquier dispositivo diseñado, construido, o adaptado con el fin de silenciar la descarga de un arma de fuego.

Sustancia controlada significa una sustancia, incluyendo una droga, un adulterante y un dilatante, enlista en los Programas I a V o Grupo Penal 1, 1-A, 1-B, 2, 2-A, 3 o 4 del Acta de Sustancias Controladas de Texas. El término incluye el peso agregado de cualquier mezcla, solución u otra sustancia que contenga una sustancia controlada. El término no incluye hachís, como lo define que Código de Agricultura 121.001 o el tetrahidrocannabinol (THC) del hachís.

Uso significa introducirse voluntariamente una sustancia prohibida, por cualquier medio, al cuerpo.

Violación de la seguridad de computadoras incluye acceder intencionalmente a computadoras, red de computadoras o sistema operativo sin el consentimiento efectivo del dueño como lo define el Código Penal de Texas 33.02, si la conducta involucra acceder a computadoras, red de computadoras o sistema operativo de propiedad u operadas por el Distrito escolar; y el estudiante intencionalmente altera, daña o elimina propiedad o información del Distrito escolar; o comete una violación a cualquier computadora, red de computadoras o sistema operativo.

Consider Adoption of Annual Resolution Identifying Hazardous Traffic Conditions for the 2022-2023 School Year

Recommendation:
That the Conroe Independent School District Board of Trustees consider adopting the attached resolution identifying hazardous traffic conditions as submitted by Chris McCord, Assistant Superintendent of Operations, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Texas Education Code Section 42.155(d) and Board Policy CNA *Transportation Management – Student Transportation* require that the Board of Trustees annually adopt a resolution identifying the hazardous conditions that exist within two miles of any CISD campus. The resolution is necessary for the District to request state funding for those routes.

The following *new* hazards were identified for inclusion in the 2022-2023 Hazardous Route Plan:

High Schools
Caney Creek High School
Hazard – 55 MPH on FM 2090 from FM 3083 to FM 1485

Conroe High School
Hazard – Commercial West Davis Street

Conroe High School 9
Hazard – Commercial West Davis Street
Hazard – Commercial FM 2854 from Old Country Club Rd. to Royal College Hill Rd.

Jr. High Schools
Peet Junior High
Hazard - Commercial North Loop 336

Intermediate Schools
Cryar Intermediate
Hazard - Hazard - Commercial North Loop 336

Elementary Schools
Giesinger Elementary
Hazard - Hazard - Commercial North Loop 336

Gordon-Reed Elementary
Hazard - No pedestrian cross walk on West side McCaleb Rd.
Hazard – No safe walk path on North and South McCaleb Rd.

Reaves Elementary
Hazard - Commercial North Loop 336

Policy Reference: Legal CNA (Legal and Local)

Recommended by:	Submitted by:
Dr. Curtis Null *Superintendent of Schools*	Chris McCord *Assistant Superintendent of Operations*

HIGH SCHOOLS

CANEY CREEK HIGH SCHOOL
HAZARD - NO PEDESTRIAN WALK ON BRIDGE - ON FM 2090 EAST OF BUCKINGHAM PL
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS 55 MPH - FM 2090 WEST TO FM 1485
HAZARD - 55 MPH - FM 2090 FROM FM 3083 TO FM 1485

CONROE HIGH SCHOOL
HAZARD - EXPRESSWAY (I 45) - EAST OF I-45 AT WILSON RD FREEWAY
HAZARD - COMMERICAL AREA - WEST DAVIS ST.

CONROE HIGH SCHOOL 9TH GRADE
HAZARD - FREEWAY, EXPRESSWAY - I-45 FEEDER NORTH BOUND (19000 THRU 28000)
HAZARD - COMMERICAL AREA - WEST DAVIS ST.
HAZARD - FM 2854 COMMERCIAL FROM OLD COUNTRY CLUB RD. TO ROYAL COLLEGE HILL RD.

Grand Oaks High School
HAZARD - FREEWAY, EXPRESSWAY - HWY 99 (Grand Parkway)

OAK RIDGE HIGH SCHOOL
HAZARD - FREEWAY, EXPRESSWAY - I-45 FEEDER NORTH BOUND (19000 THRU 28000)

OAK RIDGE HIGH 9TH
HAZARD - FREEWAY, EXPRESSWAY - I-45 FEEDER NORTH BOUND (19000 THRU 27700)

JUNIOR HGH SCHOOLS

IRONS JUNIOR HIGH
HAZARD - NO SAFE WALK PATH - EAST OF NEEDHAM RD
HAZARD - DIVIDED HIGHWAY - NORTH AND SOUTH SH 242

KNOX JUNIOR HIGH
HAZARD - COMMERCIAL SOUTH SAWMILL FROM SAWDUST RD.
HAZARD - COMMERCIAL SAWDUST FROM WOODRIDGE APTS TO HARPER LN.
HAZARD - COMMERCIAL 780 SAWDUST RD TO I 45
HAZARD - COMMERCIAL GROGANS MILL RD FROM SAWDUST RD. TO BLUE FOX RD.

MOORHEAD JUNIOR HIGH
HAZARD - NO PEDESTRIAN WALK ON BRIDGE - ON FM 2090 EAST OF BUCKINGHAM PL
HAZARD - 55 MPH - FM 1485 NORTH AND SOUTH OF FM 2090
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS 55 MPH - FM 2090 WEST TO FM 1485
HAZARD - 55 MPH - FM 2090 FROM FM 3083 TO FM 1485

PEET JUNIOR HIGH
HAZARD - 55 MPH - ON LONGMIRE NORTH OF 3083
HAZARD - COMMERCIAL - N LOOP 336

STOCKTON JUNIOR HIGH
HAZARD - NO CROSSWALK AT INTERSECTION LOOP 336 & BEACH AIRPORT
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS, 55 MPH - FM 3083
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS, 55 MPH - N LOOP 336 E

WASHINGTON JUNIOR HIGH
HAZARD - COMMERCIAL AREA ON SOUTH SIDE SILVERDALE ST

YORK JUNIOR HIGH
HAZARD - NO CROSSWALK AT INTERSECTION OF RILEY FUZZELL & BIRNHAMWOODS - WEST OF RILEY FUZZELL ON BIRNHAM WOODS
HAZARD - NO CROSSWALK ON RAYFORD AT DISCOVERY CREEK BLVD
HAZARD - BRIDGES WITH NO PEDESTRIAN WALK DURING INCLEMENT WEATHER - EAST OF THE BRIDGE ON LEXINGTON BLVD.
HAZARD - HAS COMPARABLE CONDITIONS TO UNCONTROLLED MAJOR TRAFFIC ARTERY EAST SIDE OF BIRNHAM WOODS
HAZARD - NO SAFE WALK PATH ON WEST SIDE OF LEXINGTON BLVD. AT BIRNHAM WOODS BLVD.
HAZARD - COMMERCIAL AREA NORTH SIDE WATERBEND COVE FROM RAYFORD RD. TO COX INTERMEDIATE

INTERMEDIATE SCHOOLS

BOZMAN INTERMEDIATE
HAZARD - NO CROSSWALK AT INTERSECTION LOOP 336 & BEACH AIRPORT
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS, 55 MPH - FM 3083
HAZARD - NO CROSSWALK AT INTERSECTION BEACH AIRPORT & HWY 105

CLARK INTERMEDIATE
HAZARD - FREEWAY, EXPRESSWAY - HWY 99 (Grand Parkway)
HAZARD - NO PEDESTRIAN WALK ON BRIDGE DURING INCLEMENT WEATHER- ON LEXINGTON BLVD. WEST OF KAILEES CT.

COX INTERMEDIATE
HAZARD - NO CROSSWALK AT INTERSECTION OF RILEY FUZZELL & BIRNHAMWOODS - WEST OF RILEY FUZZELL ON BIRNHAM WOODS
HAZARD - NO CROSSWALK ON RAYFORD AT DISCOVERY CREEK BLVD
HAZARD - NO SAFE WALK PATH ON WEST SIDE OF LEXINGTON BLVD. AT BIRNHAM WOODS BLVD.
HAZARD - COMMERCIAL AREA NORTH SIDE WATERBEND COVE FROM RAYFORD RD. TO COX INTERMEDIATE
HAZARD - HAS COMPARABLE CONDITIONS TO UNCONTROLLED MAJOR TRAFFIC ARTERY EAST SIDE OF BIRNHAM WOODS

CRYAR INTERMEDIATE
HAZARD - COMMERCIAL EAST SIDE OF I-45
HAZARD - COMMERCIAL - N LOOP 336

GRANGERLAND INTERMEDIATE
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS 55 MPH - FM 3083
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS 55 MPH - FM 2090 WEST TO FM 1485
HAZARD - HAS COMPARABLE CONDITIONS TO UNCONTROLLED MAJOR TRAFFIC ARTERY - GRANGERLAND RD.
HAZARD - 55 MPH - FM 2090 FROM FM 3083 TO FM 1485

TRAVIS INTERMEDIATE
HAZARD - RAILROAD TRACKS WITH PARALLEL ROADS ON BOTH SIDES FROM N. FRIST STREET BETWEEN E. PHILLIPS & E. DALLAS (500 THRU 1021), NORTH OF SEMANDS (1700 THRU 2200), AND N. PACIFIC BETWEEN E. PHILLIPS & E. DALLAS (500 THRU 959)
HAZARD - COMMERCIAL ON FRAZIER ST FROM WILSON RD TO FOSTER DR.
HAZARD - RAILROAD TRACKS WITH PARALLEL ROADS ON BOTH SIDES FROM AVE A BETWEEN N. PACIFIC ST. AND ALLEN ST.

VOGEL INTERMEDIATE
HAZARD - FREEWAY, EXPRESSWAY - I-45 FEEDER NORTH BOUND (26000 THRU 26500)
HAZARD - NO CROSSWALK - EAST OF HANNA RD
HAZARD - NO PEDISTRIAN BRIDGE - ON MAPLE WOOD OAK RIDGE GROVE TO BIRCHWOOD DR.
HAZARD - COMMERCIAL AREA - ON HANNA ST. BETWEEN GEFFERT WRIGHT AND BASSWOOD DR.
HAZARD - COMMERICAL AREA - ON COX RD FROM HANNA ST TO EASTWOOD HILLS DR.

WILKERSON INTERMEDIATE
HAZARD - COMMERCIAL SOUTH SAWMILL FROM SAWDUST RD.
HAZARD - COMMERCIAL SAWDUST FROM WOODRIDGE APTS TO HARPER LN.
HAZARD - COMMERCIAL 780 SAWDUST RD TO I 45
HAZARD - COMMERCIAL GROGANS MILL RD FROM SAWDUST RD. TO BLUE FOX RD.

ELEMENTARY SCHOOLS

ANDERSON ELEM
HAZARD - 55 MPH - AIRPORT ROAD (FM) 1484 FROM EASTWOOD ROAD TO LOOP 336
HAZARD - NO PEDESTRIAN WALK ON BRIDGE - DALLAS ST
HAZARD - NO PEDESTRIAN WALK ON BRIDGE - AIRPORT RD.

ARMSTRONG ELEM
HAZARD - FREEWAY, EXPRESSWAY - I-45 FEEDER NORTH BOUND (400THRU 900)
HAZARD - COMMERCIAL EAST & WEST OF S FRAZIER TO MILL ST.
HAZARD - COMMERCIAL EAST & WEST OF MAIN (100 THRU 700)

AUSTIN ELEM
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, 55 MPH - HWY 105

BRADLEY ELEM
HAZARD - HAS COMPARABLE CONDITIONS TO UNCONTROLLED MAJOR TRAFFIC ARTERY - ON GUADALUPE RIVER BLVD SOUTH OF MEDINA RIVER

CREIGHTON ELEM
HAZARD - 55 MPH - FM 1485 NORTH OF FM 2090

DERETCHIN ELEM (K-6TH)
HAZARD - COMMERCIAL AREA - SOUTH OF THE WEST BRANCH CROSSING AND WOODLANDS PRKWY INTERSECTION

FORD ELEM
HAZARD - COMMERCIAL RAYFORD RD FROM I-45 TO RR TRACKS

GIESINGER ELEM
HAZARD - WEST SIDE OF LONGMIRE NO PEDESTRIAN CROSS WALK
HAZARD - COMMERCIAL - N LOOP 336

GLEN LOCH ELEM
HAZARD - COMMERCIAL AREA ON GLEN LOCH DR. SOUTH OF WILLOWOOD CIRCLE

GORDON-REED ELEM (K-6TH)
HAZARD - WEST SIDE OF MCCALEB RD. NO PEDESTRIAN CROSS WALK
HAZARD - NO SAFE WALK PATH ON MCCALEB RD NORTH AND SOUTH SIDE

HAILEY ELEM
HAZARD - COMMERCIAL SOUTH SAWMILL FROM SAWDUST RD.
HAZARD - COMMERCIAL SAWDUST FROM WOODRIDGE APTS TO HARPER LN.

HOPE ELEM
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS 55 MPH - FM 3083

HOUSER ELEM
HAZARD - RAILROAD TRACKS PARALLEL ROADS ON BOTH SIDES ON HARDY RD FROM TAMINA RD TO CHATEAU WOODS PKWY FOR PRE K-4TH GRADE
HAZARD - COMMERICAL AREA WITH NO CROSS WALKS - WOODSON ROAD AND ROBINSON ROAD FOR PRE K -FOURTH GRADE

HOUSTON ELEM
HAZARD - RAILROAD TRACKS WITH PARALLEL ROADS ON BOTH SIDES FROM N. FRIST STREET BETWEEN E. PHILLIPS & E. DALLAS (500 THRU 1021), NORTH OF SEMANDS (1700 THRU 2200), AND N. PACIFIC BETWEEN E. PHILLIPS & E. DALLAS (500 THRU 959)
HAZARD - RAILROAD TRACKS WITH PARALLEL ROADS ON BOTH SIDES FROM AVE A BETWEEN N. PACIFIC ST. AND ALLEN ST.

MILAM ELEM
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS 55 MPH - FM 3083
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS 55 MPH - FM 2090 WEST TO FM 1485
HAZARD - HAS COMPARABLE CONDITIONS TO UNCONTROLLED MAJOR TRAFFIC ARTERY - GRANGERLAND RD.

OAK RIDGE ELEM
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY WOODSON RD AND PATSY LN
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY WOODSON RD AND HARLAN LN

PATTERSON ELEM
HAZARD - NO CROSSWALK AT INTERSECTION LOOP 336 & BEACH AIRPORT
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS, 55 MPH - FM 3083
HAZARD - NO CROSSWALK AT INTERSECTION BEACH AIRPORT & HWY 105
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY, NO CROSSWALKS, NO WALK PATHS, 55 MPH - N LOOP 336 E

REAVES ELEM
HAZARD - COMMERCIAL EAST SIDE OF I-45
HAZARD - COMMERCIAL - N LOOP 336

RICE ELEM
HAZARD - FREEWAY, EXPRESSWAY - I-45 FEEDER SOUTH BOUND (700 THRU 900)

RUNYAN ELEM
HAZARD - NO CROSSWALK AT INTERSECTION FM 1314 AND FOSTER DR.
HAZARD - NO SAFE WALK PATH ON FOSTER DR. FROM 7TH STREET TO FM 1314
HAZARD - NO SAFE WALK PATH ON FOSTER DR. FROM LIGHTNINGBUG LN. TO S 7TH. ST.
HAZARD - COMMERCIAL AREA SOUTH SIDE OF SILVERDALE

SAN JACINTO ELEM
HAZARD - NO SAFE WALK PATH - ON FM 1314 FROM STRAUSIE TO OLD HOUSTON
HAZARD - NO CROSS WALKS WEST SIDE OF FM 1314

SNYDER ELEM
HAZARD - NO CROSSWALK AT INTERSECTION OF RILEY FUZZELL & BIRNHAMWOODS - WEST OF RILEY FUZZELL ON BIRNHAM WOODS
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY ON WEST BENDERS LANDING EAST SIDE OF LEXINGTON BLVD.
HAZARD - HAS COMPARABLE CONDITIONS TO UNCONTROLLED MAJOR TRAFFIC ARTERY EAST SIDE OF BIRNHAM WOODS
HAZARD - COMMERCIAL AREA NORTH SIDE WATERBEND COVE FROM RAYFORD RD. TO COX INTERMEDIATE
HAZARD - NO SAFE WALK PATH ON WEST SIDE OF LEXINGTON BLVD. AT BIRNHAM WOODS BLVD.

STEWART ELEM (K-6TH)
HAZARD - UNCONTROLLED MAJOR TRAFFIC ARTERY - EAST OF FISH CREEK THOROUGHFARE
HAZARD - COMMERCIAL AREA WEST OF FISH CREEK THOROUGHFARE FROM STEWART HEIGHTS DR. TO FOREST WIND CIR.

SUCHMA ELEM (K-6TH)
HAZARD - FREEWAY/EXPRESSWAY - EAST AND WEST ON STATE HIGHWAY 242
HAZARD - NO ACCESS ON S GLEN EAGLES FROM GANNET CT. TO BURROWING OWL

WILKINSON ELEM
HAZARD - NO WALK PATH ON PATH CREIGHTON RD (.95 MILES BETWEEN BEECHWOOD CHASE AND LILY GLEN)

Resolution of the Conroe Independent School District Regarding Hazardous Traffic Conditions – 2022-2023

WHEREAS, Texas Education Code §48.155(d)-(d-1) allows the Board of Trustees of the Conroe Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

WHEREAS, the TEA handbook on School Transportation Allotments requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested;

WHEREAS, the Board acknowledges the Texas Education Code §48.155(d)-(d-1) provisions, stating that a hazardous traffic condition exists where no walkway is provided and students must walk along or cross a freeway or expressway, an underpass, an overpass, or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition; and

WHEREAS, the Board of Trustees of the Conroe Independent School District has identified an additional condition as a hazardous traffic condition that being any roadway with a speed limit of 55 mph or greater.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Conroe Independent School District has determined that hazardous traffic conditions exist because the criteria set out in Texas Education Code §48.155(d)-(d-1) along with the additional criteria exist in the locations listed in Exhibit A to this Resolution establishing the Conroe Independent School District Hazardous Traffic Condition Route Plan for 2021-2022, which may be modified by the District as necessary during the school year.

Adopted this the 19th day of July, 2022, by the Conroe Independent School District Board of Trustees.

_____

Skeeter Hubert, President

_____

Ray Sanders, Secretary

Consider Approval of Communities in Schools Contracts

Recommendation:
That the Conroe Independent School District Board of Trustees consider approving Communities in Schools (CIS) contracts for the 2022-2023 school year and authorize the Superintendent of Schools to sign the contracts on behalf of the Board of Trustees as submitted by Dr. Tamika Taylor, Assistant Superintendent of Student Support Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Communities in Schools (CIS) is a national organization coordinated at the state level (Texas Education Agency) that works with public schools across Texas in partnership with school staff to build relationships that empower at-risk students to stay in school. Conroe ISD has collaborated with CIS for over a decade and has found the program to be a worthwhile investment for our students. CIS provides selected CISD schools with a "youth services coordinator." Campuses are selected based on the size of the school's at-risk student population and the number of available youth service coordinators. The youth services coordinator works with selected students and their families to identify challenges the student faces at school or home and helps coordinate resources both inside and outside of the school to assist the student.

The youth service coordinator's salary is paid in part through CIS and part by CISD. Because the contracts for each of the schools are identical except for the name of the school and principal, only one contract is attached as a representative sample.

The schools that will partner with CIS for the 2022-23 school year are Anderson Elementary, Bozman Intermediate, Caney Creek High School, Conroe High School 9th Grade Campus, Conroe High School, Creighton Elementary, Cryar Intermediate, Glen Loch Elementary, Grangerland Intermediate, Milam Elementary, Moorhead Junior High, Peet Junior High, Reaves Elementary, Rice Elementary, San Jacinto Elementary, Stockton Junior High, Travis Intermediate, Vogel Intermediate, Wilkerson Intermediate, and Wilkinson Elementary.

Policy Reference: Legal and Local Board Policy CH

Recommended by:	Submitted by:
Dr. Curtis Null	Tamika Taylor
Superintendent of Schools	*Assistant Superintendent of Student Support Services*

Communities In Schools
East Texas
P.O. Box 1233
Marshall, TX 75671

COMMUNITIES IN SCHOOLS OF EAST TEXAS, INC.
AND CONROE INDEPENDENT SCHOOL DISTRICT'S
AGREEMENT FOR SERVICES FOR
CANEY CREEK HIGH SCHOOL

This Agreement for Services, dated the 22nd day of May, 2022 by and between the CONROE Independent School District (hereinafter referred to as (CISD), and Communities In Schools of East Texas, Inc. (hereinafter referred to as "CIS" or "Contractor") sets out to establish the relationships and responsibilities of both parties in the implementation of a CIS Project on the campus of **CANEY CREEK HIGH SCHOOL** , located at 13470 FM 1485, Conroe, TX 77306. The Texas Education Agency (hereafter referred to as "TEA" or "Agency") has contracted with CIS to perform this agreement on its behalf in accordance with applicable State and Federal laws.

WHEREAS it is the intent of all parties hereto to bring the resources of the CIS program to the identified campus setting to attempt to facilitate the academic and personal success of students experiencing the affects of at-risk environments by providing the full range of CIS services to those students; and

WHEREAS the CIS program approach involves an innovative utilization of existing staff and resources in schools for the benefit of at risk youth. The assigned staff member is a CIS employee, employed from the private sector and forms a multidisciplinary team to serve a manageable number of students. This new human service delivery system emphasizes accountability and teamwork. The individualized, coordinated and integrated effort gives each student and his or her family many of the services needed to solve social, educational, health and emotional problems impeding his or her success. To further the goal of assisting at risk youth to stay in school and to make successful decisions and choices, CIS and CISD make this Agreement as stated below.

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement for Services agree to the following:

A. All parties hereto mutually agree as follows:

1. **State of Texas Laws:** In the conduct of the contract project, Contractor shall be subject to Texas State Board of Education and Commissioner rules pertaining to this contract and the contract project and to the laws of the State of Texas governing this contract and the contract project. This contract constitutes the entire agreement between Agency through Contractor and CISD for the accomplishment of the contract project. This contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this contract.

   This Contract shall be governed by and construed in accordance with the laws of the State of Texas and applicable federal laws. Also under the provisions of the Texas Family Code Chapter 264 Subchapter 1, Texas Education Code Chapter 29, Subchapter C, Compensatory Education Programs, and Texas Education Code, Section 42.152, Compensatory Education Allotment and CIS Rules. Unless otherwise mutually agreed, venue will be in state District Court, Travis County, Texas, and resulting payments shall be due and payable in Travis County Texas.

2. **Regulation Compliance**. This Contract shall comply with 45 CFR, Part 74 as applicable, Office of Management and Budget (OMB) Circulars A-110, A-21, A-87 and A-122 as applicable; Texas Education Code, Chapter 33, Service Programs and Extracurricular Activities, Subchapter E, Communities In Schools Program; the Communities In Schools State Advisory Committee; Section 16, Chapter 1165, Acts of the 77th Legislature, Regular Session, 2001; and 19 TAC Chapter 89, Adaptations for Special Populations, Subchapter E, Commissioner's Rules Concerning the Communities In Schools Program, as applicable. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR, Part 74; OMB Circulars A-110, A-87, A-21 and A-122; and 40 TAC) §§732.240-256.

3. **Encumbrances/Obligations:** The term of this Agreement for Services shall be from September 1, 2022, through August 31, 2023, which term is automatically extended for one calendar year on every first day of every August, unless one or both parties request modification hereto, or the cancellation of this Agreement, prior to July 31 of any year.

   All encumbrances shall occur on or between the beginning and ending dates of the contract. All goods must be received and services rendered and subsequently liquidated (recorded as an expenditure or accounts payable) within the contract dates. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.

4. **Contract Cancellation, etc.:** If the contract between the Agency and Contractor is canceled, terminated, or suspended prior to its expiration date, the monetary value of services properly performed by Contractor pursuant to this contract shall be determined by pro-rata and paid to Contractor as soon as reasonably possible. This

Agreement for Services may also be canceled by either CIS or CISD thirty days after written notification is provided to the other party.

5. **Contingency: This contract is executed by Agency through Contractor subject to the availability of funds appropriated by legislative act for the purposes stated.** All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriate funds. Notwithstanding any other provision in this contract or any other document, this contract is void upon appropriated funds becoming unavailable. In addition, this contract may be terminated by Agency at any time upon notice to Contractor or CISD. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency. This contract may be amended only by formal written amendment properly executed by Agency, Contractor, and CISD. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.

6. Service Delivery. Texas CIS is a year round, school-based social service delivery system that is consistent with the national and the Texas CIS mission statements. CIS programs implement the Texas CIS Model, which includes the six program components. Under this agreement, services are to be provided in accordance with the contractual provisions of TEA/CIS contract, with no disruption to service delivery, and allow TEA and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation.

7. Contact with CIS clients. CIS agrees to remove any employee/volunteer from direct client contact who is alleged to have committed abuse or neglect or exploitation; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee/volunteer has not committed such offenses, the employee/volunteer may again be assigned to direct client contact; however, the Contractor or Subcontractor shall notify the Agency of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Agency further information concerning the reasons for the reassignment upon the request of the Agency. If the employee/volunteer is found to have committed any of the offenses listed in this paragraph, the employee/volunteer shall not be reassigned to duties involving any direct contact with CIS clients.

8. **Criminal History Background Checks**. CIS agrees to verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 481 of the Texas Health and Safety Code. All CIS staff members are required to submit to a TDPS/FBI fingerprint background check to determine any current or past criminal convictions. All volunteer must have a clean name based criminal background check to serve in our program. This verification and disclosure will be required of all who have direct contact with CIS clients, and shall be accomplished through use of a notarized affidavit signed by each such volunteer

testifying to this information, to be maintained by CIS/ET, available for review by CISD.

9. Child Abuse. CIS agrees to promptly report any suspected case of abuse or neglect to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of abuse or neglect.

10. CIS will follow national, state, and local CIS policies and ethical standards for service provision, under applicable state and local laws, and will, in cases where written CISD or school policies concerning service delivery are more restrictive than CIS policies, follow the written CISD or school policy concerning student service delivery, except as otherwise herein noted or mutually agreed in writing.

11. The CIS Project will provide to the school staff and resources for the benefit of students. The staff member(s), employed by CIS, will offer a multi-disciplinary team, which will serve a manageable number of students, that maximum number to be determined by mutual agreement in per-semester CIS Campus Plans.

12. The designated CIS Site Coordinator, the CIS Program Coordinator, and the school principal shall proceed in a joint collaboration to ensure the successful operation of the CIS Project. Communication between these entities will be ongoing to address case management and other programmatic issues.

13. **Agency Property:** CIS and CISD will assume responsibility for the protection of all physical property and equipment purchased under this Agreement and to take appropriate measures to meet this obligation. In the event of loss, damage or destruction of any property owned by or loaned by Agency while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, Contractor shall indemnify Agency and pay to Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of Agency's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this contract or is provided by Agency to Contractor for use in the contract project. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by Agency. CISD agrees to furnish CIS a written, factual report as required by the Agency in case of the theft of, or damage to, any equipment purchased under this Agreement, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the CISD will notify appropriate local law enforcement authorities.

14. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with Contractor. Agency reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. In accordance with the provisions

of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the return to the Agency of any equipment purchased under this Agreement, CIS cannot give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. All equipment purchased under this Agreement shall be permanently identified by appropriate tags or labels affixed to the equipment and a current inventory of equipment shall be available to the Agency at all times upon request.

15. Both CIS and CISD agree to comply with all applicable federal and state regulations and with Agency policies and procedures regarding services delivered under this agreement, including but not limited to the following:

    a. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 45 of the Code of Federal Regulations and federal circulars, as amended.

    b. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these act. In addition, both parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service, or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

    c. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

    d. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this agreement.

    e. All state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and TEA.

    f. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.

    g. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163).

16. The designated CIS Site Coordinator will develop a Campus Agreement with key campus staff, CIS Program Coordinator, and principals, in accordance with CIS Campus Planning guidelines. The purpose of the Campus Agreement is to avoid

misunderstandings during the service delivery process. This Campus Agreement will specify in advance, in writing, all issues critical to the success of the CIS program on the campus. It will include, at a minimum, the following four key issues: CIS and school roles and responsibilities, access to records, and sharing of student data. The Campus Agreement is required to be reviewed and updated annually and is subject to Agency monitoring.

17. The designated CIS Site Coordinator will provide, on a per-semester basis, a service delivery CIS Campus Plan to the CIS Program Coordinator and the school Principal for review, discussion and approval. This CIS Campus Plan will provide all parties with an outline of Project activities to be undertaken in the upcoming semester, and approval of the CIS Campus Plan will be made within two weeks of submittal to the Principal.

18. Monitoring: Both CIS and CISD agree to cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered under this Agreement which may be conducted by TEA or the United States Department of Education or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this agreement, and for the timely and proper collection and reimbursement to TEA of any amount paid in excess of the proper billing amount irregularity regarding this Agreement. Desk reviews or on-site monitoring reviews may be conducted by Agency to determine compliance with the approved application and the applicable statute(s), law(s), regulations, and guidelines.

19. **Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in Agency's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this contract, Agency may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this contract in whole or in part; and the seeking of other remedies as may be provided by this contract or by law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from Agency.

20. **Copyright/Ownership**: . In developing, copying, and disseminating reports, software or other information under this Agreement, CIS and CISD hereby agrees to the following:

All materials, conceptions, and products created or conceived by Contractor, its employees, agents, consultants or subcontractors arising out of the contract shall be the sole property of Agency. Agency shall hold the copyright and shall have the exclusive right to patent and trademark all materials, conceptions, and products, created or conceived under this contract. Contractor shall so bind all concerned through written agreement with subcontractors.

To the extent permitted under Texas law, defend any claim, suit, or proceeding brought against the State of Texas or TEA on the issue of infringement of any

copyright by any product, or any product part, supplied by CIS or CISD to TEA under this Agreement subject to the jurisdiction of the Attorney General of Texas. Subject to limitations specified in this Section, any final judgment entered against the State of Texas or TEA on this issue in any suit or proceeding defended by CIS and/or CISD. CIS and/or CISD will report to TEA within thirty (30) days and in reasonable written detail, each notice of claim of copyright infringement pertaining to this Agreement of which there is knowledge.

B. CIS agrees to undertake the following:

1. CIS, under its Standards and this Agreement, must and will provide to identified students a program of services which includes: Parental and Family Involvement, Educational Enhancement, Supportative Guidance, Health and Human Services, Career Awareness, Enrichment, and Social Skills activities. The maximum size of the caseload will be mutually negotiated between the parties, but will be limited by the CIS Project's criteria for funding, budget, and the resources, including CIS staff, of the Project.

2. CIS maintains, and retains, case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law.

3. CIS staff will follow procedures for disciplinary action and grievance outlined in the CIS personnel policies and consistent with state law. CIS personnel remain employees of CIS while assigned to the project, but are under the joint supervision of the assigned CIS Program Coordinator and the CISD principal or designated staff.

4. CIS agrees to provide management, administrative, logistical and technical support to the Project, as warranted, to ensure the success of the Project's service delivery initiatives. The CIS Program Coordinator, in cooperation with the CIS Management Team and under the direction of the CIS Executive Director and Board of Directors, is responsible for oversight of CIS Project activities.

5. CIS will refer to the school Principals, and to the appropriate legal authorities, cases presented to its staff which involve the following issues: suicide threats, violent behavior, child abuse, sexual abuse or harassment, legal custody. CIS will continue to assist in the resolution of any such case if so requested by the Principal.

6. CIS agrees that any CIS employee who works directly with students in the CIS project prior to providing any service will undergo a TDPS/FBI criminal background history check conducted by CIS or the CISD administration. All CIS volunteers will submit to a name based criminal history background check every 24 months as a condition of use by the CIS program prior to any direct contact with students.

7. CIS agrees to Cooperate and collaborate with CISD in the hiring of any CIS employee/volunteer working in the CIS project.

8. CIS agrees to indemnify and hold harmless the CISD and any agent of the CISD for any claims brought against the CISD arising out of any act by a CIS employee or agent.

9. CIS agrees that any and all educational records to which the CIS Program employees may have access are private and confidential student records protected by The Family Educational Rights and Privacy Act (FERPA), state and federal law. CIS agrees that parental consent must be secured before accessing such records. Such consent may be documented by the ISD Student Handbook or individual release. Further, once access is provided, CIS agrees to maintain the confidentiality of such records as required by state and federal law.

10. CIS agrees to cooperate with appropriate CISD personnel in resolving any parent and/or student complaint in conjunction with CISD's student complaint policy.

11. CIS agrees to review and adhere to school district and campus rules, policies, and procedures, including dress code, the campus crisis plan, protocol for reporting abuse, teen pregnancy issues, and other pertinent requirements.

12. CIS agrees to provide CIS orientation to ISD staff regarding the CIS Program at least twice a year.

13. CIS staff is encouraged to attend all ISD Staff Development and faculty meetings, as appropriate.

14. CIS agrees to deposit any funds donated to the CIS program and/or campus into an FDIC insured financial institution for use on the assigned campus only.

C. CISD agrees to undertake the following:

1. CISD and CANEY CREEK HIGH SCHOOL will provide office space, access to telephone,
internet, copy and fax machines, necessary office furniture, and equipment and/or technical support sufficient to facilitate the efficient delivery of services to students within the CIS Program.

2. In addition, CISD will provide $26,500 in support to the CIS Project, such payments to be made by September 30, 2022 to Communities In Schools of East Texas, Inc., P O Box 1233, Marshall, Texas 75670 for the term of this Agreement.

3. The Principals and CANEY CREEK HIGH SCHOOL will assume responsibility for all cases involving suicide threats, violent behavior, child abuse, sexual abuse or harassment, and/or legal custody. The Principals will provide the CIS Program Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.

4. The CISD agrees to include CIS in the Family Educational Rights and Privacy Act (FERPA) disclosures, such as Student Handbooks and Code of Conduct Book.

Example of Required Statement: *"CIS, acting at the request and on behalf of the campus and/or district, may receive student information."*

5. The Principals and CANEY CREEK HIGH SCHOOL will provide to CIS upon request, after appropriate parent releases are obtained, access to school information (i.e. free/reduced lunch, cumulative files, student data from school records, TAKS records, etc.) or infer the effectiveness of CIS Project service delivery to needed related data in accordance with CISD policy.

6. CISD and/or the school Principals will inform CIS in writing of any and all developments, policy changes or other issues arising within the district or school, which affect or have the potential to affect the provisions of the Agreement or the operation of the CIS Project.

7. CISD agrees that any CIS employee who works directly with students in the CIS program prior to providing any service will undergo a TDPS/FBI fingerprint criminal history check conducted by CIS or the CISD administration. CISD agrees to collaborate with CIS in the hiring of any CIS employee working in the CIS project.

8. CISD **may not** use designated CIS staff to fulfill additional duties (administrative, clerical or otherwise) that would usually be assigned to school employees. (Funds provided under this contract will not be used to replace federal, state, or local funding already provided for the same or similar service.)

9. CISD, the school Principals, and/or designated staff, will participate in the recruitment, selection, hiring and evaluation process of CIS staff assigned within the district or school.

10. CISD agrees to develop and implement a student referral process with the Site Coordinator. This process will be communicated to school staff and other individuals who may refer students to CIS.

11. CISD may request, and CIS will provide as soon as is practical, overall CIS Project service delivery data for specified periods of time which has been maintained by CIS in formats consistent with its organizational requirements.

12. CISD agrees that in their district there is a need for Communities In Schools and further agrees to include CIS in writing as part of the next edition of the district and campus improvement plans.

13. Lobbying Limitations. CISD certifies, to the best of their knowledge and belief, by submission of this contract, that they are in compliance regarding Federal legislation, Section 319 of Public Law 101-121, which generally prohibits entities from using federally appropriated funds to influence the outcome of elections or the passage or defeat of any legislative measures.

14. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions: CISD certifies, by submission of this

contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

15. ISD agrees to deposit any funds donated to the CIS program in an FDIC insured financial institution for use of the **CIS program only** on the assigned campus. ISD further agrees that the principal or designate will maintain control of and disburse the funds for the CIS program only.

D. Additional Responsibilities of CIS and Subcontractors. CIS shall be responsible to TEA for any and all performance as contracted with TEA. CIS shall, and is required to have subcontractors agree to:

1. Provide services in accordance with the provisions of TEA contract and to allow TEA and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation.

2. Notify TEA immediately and in advance of any significant change affecting the Contractor/Subcontractor, including change of name or identity, ownership or control, governing board membership, personnel, payee identification number, bankruptcy actions and other. Notice will be provided in writing to TEA within ten (10) working days of change.

3. **Indemnification:**
Contractor, to the extent permitted by law, shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from or in connection with, any acts of Contractor, its agents, employees, and subcontractors, done in the conduct of this contract project.

4. **Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the contract project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by Agency and by others authorized by law or regulation to make such an audit for a period of not less than five years from the date of completion of the contract project or the date of the receipt by Agency of Contractor's final claim for payment or final expenditure report in connection with this contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

5. **Subcontracting:** Contractor shall not assign or subcontract any of its rights or responsibilities under this contract, except as may be otherwise provided for in this contract, without prior formal written amendment to this contract properly executed by both Agency and Contractor.

6. **Use of Consultants:** Notwithstanding any other provision of this application, Contractor shall not use or pay any consultant in the conduct of this contract if the services to be rendered by any such consultant can be provided by Contractor's employees.

7. Contractor will provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each sub-contractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. CIS must disclose any information regarding subcontractors.

8. Contractor will allow TEA the right to remove from the provision of services, any employee of CIS or subcontractor. This right will be exercised in a reasonable manner by TEA.

9. Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law rules and regulations. This provision does not limit TEA's right of access to client case records or other information relating to clients served under this contract. TEA shall have an absolute right to access to and copies of such information, upon request.

10. Contractor agrees that if specific qualifications are set forth in job descriptions required by TEA, only personnel with the required qualifications will be assigned to fill those positions unless a written waiver is granted by TEA.

11. Contractor shall submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable.

12. Contractor and CISD agree to comply with regulations, policies and procedures as specified in the Communities In Schools Program Operation Guide, rules, regulations, statutes, etc. as they relate to particular programs or services under this contract.

13. Contractor will accept training and technical assistance and monitoring from the Agency and/or its authorized representatives will be accepted.

14. Contractor will develop written plans for the handling of client complaints and grievances that exist or will exist by execution date of this contract.

15. Contractor & CISD agree that funds provided under this contract will not be used to replace federal, state, or local funding already provided for the same or similar service.

16. Contractor agrees to provide copies of credentials for current staff during the evaluation of the contract proposal and whenever staff changes or additions occur during the contract period, if requested.

17. Contract Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by TEA and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.

18. TEA, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:

    a. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,

    b. To recoup payments made to the Contractor or imposed administrative error sanctions based on audit findings of violations or contract requirements, and

    c. To suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding or payment, cessation of placement and removal of all contract rights.

19. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligations under this agreement.

The performance goals as developed with the Governor's Office for this position are:

Case Managed Participants (minimum)	80
Of the students receiving CIS case management services:	
Stay in School Rate	90%
Student Improvement Rates:	
Attendance	85%
Behavior	85%
Academics	80%
Graduation/Promotion Rate	85%

This Agreement of Services constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

This Agreement is and will be governed by the laws of the State of Texas.

IN WITNESS WHEREOF this Agreement is signed this 6 day of July 2022:

BOBBIE N. HURD, M.B.A., EXECUTIVE DIRECTOR
COMMUNITIES IN SCHOOLS
OF EAST TEXAS, INC.

DR. CURTIS NULL Superintendent,
CONROE INDEPENDENT SCHOOL DISTRICT

Consider Approval of Memorandum of Understanding for Preventive Dental Services Between The Department of State Health Services and Conroe ISD

Recommendation:
That the Conroe Independent School District Board of Trustees approve a Memorandum of Understanding with the Texas Department of State Health Services to provide preventative dental services to qualifying students as submitted by Barbara Robertson, Director of Health Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
This memorandum of understanding allows Conroe ISD to participate in the state's preventative dental services program. The program provides eligible students, with parent permission, at no cost to the District, access to dental care. The program has been successful in other area school districts and in 2022, Sam Houston Elementary participated in the program. The program was well received and had high participation rates. This agreement allows the District to expand the program to other campuses with eligible student populations. The services that can be provided include limited oral evaluations, applications of dental sealants, applications of topical fluoride varnish, and referrals to dental resources for necessary follow-up.

Policy Reference: Legal BAA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Barbara Robertson
Director of Health Services

MEMORANDUM OF UNDERSTANDING
FOR
PREVENTIVE DENTAL SERVICES
BETWEEN
THE DEPARTMENT OF STATE HEALTH SERVICES
AND
CONROE ISD

The Department of State Health Services ("DSHS") and the Conroe ISD ("School") hereby make and enter into this Memorandum of Understanding ("Agreement" or "MOU"), each a "Party" and collectively the "Parties," to increase access to preventive dental services for children in the School.

I. PURPOSE

The purpose of this MOU is to set forth the understanding between DSHS and the School regarding the provision of preventive dental services pursuant to Texas Health and Safety Code Chapter 43 and Title 25 Texas Administrative Code Chapter 49. Preventive dental services will be provided to eligible children at no cost to the School by DSHS regional dentists and dental hygienists, with assistance from the School's staff.

II. AUTHORIZED REPRESENTATIVES

The following will act as the designated Representative authorized to administer activities including, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this MOU. The designated Party Representatives are:

DSHS
Coleman York, CTCM
PO Box 149347 Mail Code 1990
Austin, TX 78756
512-776-2189
Coleman.York@dshs.texas.gov

CONROE ISD
Dr. Curtis Null
1000 N. Thompson St.
Conroe Tx, 77601
936-709-7757
BRobertson@conroeisd.net

Either Party may change its designated Representative by providing written notice to the other Party at least ten calendar days prior to the change.

III. DSHS RESPONSIBILITIES

A. DSHS will provide preventive dental services to eligible children at times and locations to be agreed upon, pursuant to 25 Texas Administrative Code §49.6(a). Eligibility will be defined as children whose parents have submitted a signed consent form for their children to receive services. Preventive dental services may include: limited oral evaluation data collection, dental sealants, topical fluoride varnish when appropriate, and distribution of

written materials for the purposes of outreach, education, and referral, which may include a list of dental resources for follow up treatment. A limited oral evaluation does not constitute or take the place of a regular dental checkup, which will be explained on the *Parental Permission* form, which is provided to the School by DSHS.

B. DSHS will provide the dentist, dental hygienist, portable dental equipment, and dental supplies for the participating children. Only children for whom a properly signed *Parental Permission* form has been executed can participate.

C. Non-DSHS personnel assisting with DSHS preventive dental services clinics for educational purposes will be deemed suitable for participation by their governing institutions and will be supervised by DSHS and/or faculty members from their educational programs.

D. DSHS will provide the dental supplies necessary to perform the preventive dental services described in Article III. A of this Agreement.

E. A DSHS regional dental team member will perform a dental screening to identify children suspected of or known to have therapeutic dental needs. Results are shared with the parents via the *Results of Limited Oral Evaluation Form*.

F. DSHS will obtain all criminal history record information (CHRI) that relates to each person, including DSHS personnel or persons accompanying DSHS personnel, to whom section 22.0834(a) of the Texas Education Code applies. CHRI is obtained through the criminal history clearinghouse as provided by section 411.0845 of the Texas Government Code. DSHS will send, or ensure that the person sends, required information for obtaining national criminal history record information to the Department of Public Safety.

G. DSHS certifies to the School that DSHS has received or will receive all criminal history record information relating to each person to whom section 22.0834(a) of the Texas Education Code applies. This information should be received either before employing the person or allowing the person to serve in a capacity described in Section 22.0834(a) of the Texas Education Code.

H. DSHS will not permit a DSHS employee to whom section 28.0834(a) of the Texas Education Code applies to provide services under this Agreement at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under section 21.060 of the Texas Education Code.

IV. SCHOOL RESPONSIBILITIES

A. The School will designate a contact person for coordination of preventive dental services between the School and DSHS upon initial contact by the DSHS Regional Dental Team.

B. The School's designated contact person will distribute in advance of the preventive dental services clinic the parental permission forms and informational materials provided by the DSHS Oral Health Improvement Program.

C. The School's designated contact person will collect and make available to the DSHS dental team in advance of the preventive dental services clinic the signed parental permission forms.

D. The School's designated contact person will complete in advance of the preventive dental services clinic the information on the student roster form provided by the DSHS Oral Health Improvement Program.

E. The School will grant DSHS access to the agreed upon facility and provide a suitable location for the provision of preventive dental services including electrical outlets, access to a water source and access to restroom facilities.

F. The School will facilitate DSHS' access to the participating children and will be responsible for forwarding the results of the limited oral evaluation to the parent/guardian of each participating child, which may include a list of dental resources for follow up treatment.

G. The School will provide at least two individuals, who may be volunteers or School staff, to assist with the operational activities of each preventive dental services clinic conducted by DSHS at the School(s). These individuals will be present at the clinics for the entire time that each clinic is conducted and will perform those activities, as requested by DSHS personnel at the clinics, that are necessary and incidental to clinic operations, such as escorting students to the clinic from their classrooms, escorting students from the clinic back to their classrooms, and other administrative tasks.

V. HIPAA/FERPA REQUIREMENTS

A. The parties agree that the information created for, or obtained from, participating children and their parents or legal guardians under this Agreement may contain or consist of protected health information (PHI) as defined by, and confidential under, the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); educational record(s) as defined by and subject to the Family Educational Rights and Privacy Act ("FERPA"); or both.

B. The parties will have access to the PHI of participating children in order for the School to carry out its responsibilities under this Agreement. The parties may not use or further disclose the children's PHI other than as permitted or required under this Agreement and the attached Health and Human Services Data Use Agreement Governmental Entity Version 8.5, which is incorporated by reference and attached as Exhibit A.

C. The parties will implement appropriate safeguards to prevent unauthorized use or disclosure of the children's PHI and each party must report an unauthorized use or

disclosure of a child's PHI to the other party in accordance with the provisions of Exhibit A.

D. The School must make available to DSHS the information required to provide an accounting of any disclosures.

E. The School must make available the PHI to the child's parent/guardian for amendment and must incorporate any amendments.

F. Unless, and only to the extent that, FERPA applies, the School must destroy, in a manner that assures maintenance of confidentiality (*e.g.*, shredding), all PHI for the participating children, including the Parental Permission and Results of Limited Oral Evaluation forms, in compliance with HIPAA.

G. In the event that FERPA applies to an educational record that contains PHI that is subject to HIPAA, the parties agree to comply with FERPA in their handling of such educational records of students enrolled in the program. It is also understood and recognized that the employees and agents of each party may need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students.

H. Unless required by judicial or regulatory authority, neither party will be permitted to authorize and further disclose the PHI or educational records in the custody of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and without having first obtained assurances that the other party has fully complied with the provisions of HIPAA and FERPA, respectively.

I. Any permitted redisclosure to the persons or entities not a party to this Agreement will be under the condition that no further disclosure by such party will be permitted.

VI. TERMS OF AGREEMENT

A. **Term and Renewal.** This Agreement will commence upon the signature date of the latter of the parties to sign the Agreement and will terminate on August 31, 2026, unless terminated on an earlier date, as provided for below. This MOU may be amended as needed to address changes in statutes, rules, agency policies, or mitigating circumstances by written amendment signed by the Parties. The Parties may extend this MOU pursuant to mutually agreeable terms and conditions. The Parties to this MOU may modify this MOU only through the execution of a written amendment signed by both parties.

B. **Termination.** This Agreement may be terminated prior to the termination date provided above by either party with 30 days prior written notice to the other party or by the mutual written agreement of both parties. If one party terminates, the notice is effective when the non-terminating party receives it.

C. **No Waiver of Immunity.** Nothing in the MOU will be construed as a waiver of sovereign immunity by DSHS. Nothing in the MOU will be construed to waive any rights

or affirmative defenses available to the School under the doctrines of sovereign or official immunity.

D. **Governing Law and Venue.** The MOU will be governed and construed in accordance with the laws of the state of Texas. Venue for any disputes arising out of the MOU will be in Travis County, Texas, unless mandated otherwise in statute.

E. **Non-Discrimination.** Both Parties will not unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The Parties will comply with Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act of 1991; Title IX of the Education Amendments Act of 1972; and Section 504 of the Rehabilitation Act of 1973. The Parties will also comply with Executive Orders 11246 and 13672.

SIGNATURE PAGE FOLLOWS

This Agreement is executed by the parties in their capacities as stated below.

DEPARTMENT OF STATE HEALTH SERVICES

By:
Signature of Authorized Official

Date of Signature

Manda Hall, M.D.
Associate Commissioner
Community Health Improvement
Texas Department of State Health Services
1100 West 49th Street
Austin, Texas 78756

CONROE ISD

By:
Signature of Authorized Official

Date of Signature

Printed Name and Title

Address

City, State, Zip

Counties Served

Telephone Number

Fax number

E-mail Address for Official Correspondence

Federal Tax ID No. (9 digit) or **State of Texas Comptroller Vendor ID No.** (14 digit)

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi**.** The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:***
a. The date the Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with_____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE _____**, 202 .** __	**DATE:** _____

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

Consider Approval of the 2022-2023 Juvenile Justice Alternative Education Program Memorandum of Understanding

Recommendation:
That the Conroe Independent School District Board of Trustees approve the 2022-2023 Memorandum of Understanding for the Juvenile Justice Alternative Education Program, as submitted by Carrie Galatas, General Counsel and Dr. Curtis Null, Superintendent of Schools.

Explanation:
State law requires each public school district in a county with a population of 125,000 or more to enter into a memorandum of understanding (MOU) with the county in which the school district lies to establish a Juvenile Justice Alternative Education Program (JJAEP). The JJAEP is a structured educational/disciplinary program operated by the Montgomery County Juvenile Board through the Montgomery County Juvenile Probation Department. In our District, the Montgomery County Juvenile Board and the Conroe Independent School District collaborate to create our county JJAEP program. The memorandum of understanding establishes the responsibilities of parties.

The terms of the MOU for the 2022-2023 school year is the same as it was last school year.

Policy Reference: Legal FODA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Carrie Galatas
General Counsel

2022-2023 MEMORANDUM OF UNDERSTANDING
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

THIS Agreement is entered into by, between, and among the **MONTGOMERY COUNTY JUVENILE BOARD**, hereinafter referred to as **"BOARD"** and the **CONROE INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the **"DISTRICT"**.

WHEREAS, the **BOARD** and the **DISTRICT** are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act, hereinafter referred to as the "ACT" codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the ACT authorizes any local government to contract or agree with another local government in accordance with the ACT to perform governmental functions and services that each party to the contract is authorized to perform individually; and,

WHEREAS, the purpose of this memorandum of understanding is to set forth the duties and responsibilities of the **BOARD** and the **DISTRICT** regarding the operation of the Montgomery County Juvenile Justice Alternative Education Program hereinafter referred to as the **"JJAEP"** and to comply with the requirements of Texas Education Code §37.011 (k), (l), and (m).

WHEREAS, the parties concur that the educational component of the **JJAEP** can be administered most efficiently by the **DISTRICT** because the **JJAEP** is located within the geographic boundaries and educational jurisdiction of the **DISTRICT**;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between, and among the parties as follows:

1.
Student Eligibility

1.1 Attendance at the **JJAEP** for the category of students described in paragraph A of this section is mandatory. For paragraphs B, C and D of this section, the **DISTRICT** may elect whether or not to enroll these students in the **JJAEP**. If the **DISTRICT** elects not to offer the **JJAEP** as a post-expulsion placement option for these students, the **JJAEP** is not responsible for the education of these students.

A. Students shall be placed in the **JJAEP** in those cases where they have been officially charged by the submission of an offense report, arrested and referred to the Montgomery County Juvenile Probation Department for committing one of the offenses enumerated under Texas Education Code §37.007 (a), (d) or (e). These offenses shall be referred to as "Category A" offenses. See appendix "B" or "C" for list of offenses. Said placement shall apply to students who have not had a finding entered by the Court regarding delinquency for committing a Category A offense.

B. If a student is expelled from the **DISTRICT** for committing a Category A offense but: (1) is not arrested or referred to the Montgomery County Juvenile

Probation Department for an offense listed in Texas Education Code §37.007 (a), (d) or (e); (2) a determination is made under Texas Family Code §53.01 that the person referred to juvenile court was not a "child" as that term is defined by Texas Family Code §51.02(2); (3) a determination is made that no deferred prosecution or formal court proceedings will be initiated against the child; (4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or (5) the child was adjudicated but no disposition was or will be ordered by the court, the student may be readmitted to the **DISTRICT** at the **DISTRICT'S** discretion and in accordance with the requirements of this memorandum of understanding. Such students are referred to as having committed an offense referred to as a "Category B" offense. The **DISTRICT** shall fully and fairly examine the circumstances surrounding the case, and, when appropriate, consult with the County Attorney's Office, the Juvenile Probation Department, and the student's parents. Following this examination, the **DISTRICT** is authorized to admit the student unconditionally, to the **DISTRICT** DAEP, or pursuant to the provisions of this memorandum of understanding, provide that the student continue his or her placement in the **JJAEP** for the remaining period of the student's expulsion.

C. Students may be expelled for engaging in serious misbehavior in accordance with Texas Education Code §37.007 (c). A student may also be expelled for committing an offense described in Texas Education Code §37.007 (b) or (f). Students referred for first time misdemeanor offenses or for serious misbehavior shall be individually evaluated by the Montgomery County Juvenile Probation Department prior to being expelled into the **JJAEP**. The Montgomery County Juvenile Probation Department will make the final determination regarding admitting the student into the **JJAEP**. These offenses will be referred to as "Category B" offenses. See appendix "B" or "C" for list of offenses.

D. Students who have been officially charged by submission of an offense report and referred to the Montgomery County Juvenile Probation Department for committing any felony offense under Title 5, Penal Code, and the offense does not meet the criteria as a "Category A" offense, may be expelled into the **JJAEP** in accordance with Texas Education Code §37.0081. The Montgomery County Juvenile Probation Department will make the final determination regarding admitting the student into the **JJAEP**. These offenses will be referred to as "Category C" offenses. See appendix "C" for list of offenses. If a student is expelled from the **DISTRICT** for committing a category C offense but: (1) the charges are reduced to a misdemeanor offense; or (2) the court or jury finds that the student did not engage in a category C offense and the case has been dismissed with prejudice, the student shall be readmitted to the **DISTRICT**. A student charged with a category C offense who is not under the court's jurisdiction shall be served by the **DISTRICT.**

E. Students who are required to register as a sex offender under Chapter 62, Code of Criminal Procedure and are under court jurisdiction may be removed from the **DISTRICT** and placed in the **JJAEP** in accordance with Texas Education Code §37.309(b). These offenses will be referred to as "Category D" offenses. See appendix "B" for list of offenses. A student who is not required to register as a sex offender or is not under court jurisdiction shall be returned to the **DISTRICT.** The

removal of registered sex offenders only applies to students whose offense was committed on or after September 1, 2007.

1.2 **DISTRICT** may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission Review and Dismissal (ARD) committee has conducted a behavior manifestation determination, indicating that the alleged misconduct is not related to the student's disability. A representative of the **JJAEP** shall be given the opportunity to attend the ARD committee meeting. A copy of the behavioral manifestation determination must be included with the student's records. After making such a determination, the sending **DISTRICT'S** ARD committee shall determine what related services are necessary to comply with the IDEA. The sending **DISTRICT** shall remain responsible for making available the special education services necessary to implement the student's individual education plan (IEP) and/or individual transition plan (ITP). The sending **DISTRICT** serves as the local education agency (LEA) for all students expelled from the sending **DISTRICT** to the **JJAEP**. The sending **DISTRICT** may make related services available in conjunction with the **JJAEP** or at a separate time and location, at the discretion of the **DISTRICT**. If the sending **DISTRICT** chooses to make such related services available in conjunction with the **JJAEP**, the sending **DISTRICT** shall cooperate with the **JJAEP** to minimize disruption of the **JJAEP**. If the sending **DISTRICT** requires the student to leave the **JJAEP** for educational services, the IEP and/or ITP will include the need for transportation as a related service. If, after placement of a student in the **JJAEP**, the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee shall immediately provide written notice of those concerns to the sending **DISTRICT** from which the student was expelled. The student's admission, review, and dismissal committee shall meet to reconsider the placement of the student in the program. The **DISTRICT** shall, in accordance with applicable federal law, provide the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program. The CONROE INDEPENDENT SCHOOL DISTRICT is not required to provide any related services to students assigned to the **JJAEP** facility who are not residents of the CONROE INDEPENDENT SCHOOL DISTRICT.

1.3 If the **JJAEP** determines that a student who has not been previously qualified as a student with disabilities under the IDEA may be eligible for services under the IDEA, the District of residence shall conduct all necessary evaluations to determine if the student does qualify for services under the IDEA.

1.4 The **JJAEP**, in collaboration with the sending **DISTRICT**, shall ensure that a student who is non-English speaking or who speaks English as a second language (ESL) is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations shall be maintained by the **JJAEP**.

1.5 The **JJAEP** shall ensure, in collaboration with the sending **DISTRICT**, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. Documentation of Section 504 eligibility determinations shall be maintained by the **JJAEP**.

1.6 Students expelled to the **JJAEP** shall receive instruction in English language arts, mathematics, science, social studies, and self-discipline. **DISTRICT** shall consider course credit earned by a student while in the **JJAEP** as credit earned in a **DISTRICT** school.

1.7 Any student who does not meet the eligibility requirements of this memorandum of understanding is not entitled to educational services provided by the **JJAEP**.

2.
Required Documentation

2.1 Upon referral of a student to the **JJAEP**, the sending **DISTRICT** shall forward to the **JJAEP** the same records it is required to forward to another public school when a student moves from one district to another. **No student shall be admitted into the JJAEP until all of the student's records have been received.** Records that should be forwarded to the **JJAEP** include but are not limited to the following student records:

- The student's current transcript including all achievement test records;
- The student's current year report card;
- Withdrawal form, which shall indicate the list of courses in which the student is currently enrolled and **the current earned grade in each course for the current grading cycle**;
- The student's State of Texas Assessments of Academic Readiness (STAAR) summary sheet;
- The student's I.E.P., and most recent ARD documents including minutes;
- The student's behavioral manifestation determination;
- The student's immunization records;
- The student's valid Social Security number or if no Social Security number exists, then the student's State Identification number;
- Expulsion letter;
- Parent Acknowledgement Form;
- J.J.A.E.P. Intent to Enter Form; and
- Graduation Plan.

3.
Funding

3.1 Funding for the **JJAEP** is provided by the State through the Texas Juvenile Justice Department for all Category A students who attend the **JJAEP**. The **DISTRICT** shall not assume any financial liability for such students.

3.2 **DISTRICT** will collect from each district $85.00 per day for each Category B and $100.00 per day for each Category C student assigned to the **JJAEP**. Districts that choose to send Category B or C students to the **JJAEP** will be billed at the end of each semester. Payment is due within 30 days of receipt.

3.3 Should a Category B student accumulate 4 or more unexcused absences from the **JJAEP**, the **JJAEP** will advise the **DISTRICT** in writing of such absences.

3.4 Category B students who are absent ten consecutive days will be withdrawn from the **JJAEP** in accordance with **DISTRICT** policy.

4.
Length of Placement

4.1 The term of placement shall not exceed the length of court-imposed supervision or, if the student is placed on deferred prosecution, the length of placement shall not exceed 6 months.

4.2 The length of placement for Category B students will be determined by consultation between the **DISTRICT** and the **JJAEP** with a minimum of 30 successful days and a maximum of 90 successful days in the program.

4.3 The length of placement for Category C students will be determined by consultation between the **DISTRICT** and the **JJAEP** with a minimum of 30 successful days and a maximum of 180 days in the program.

4.4 The length of placement for Category D students shall be a minimum of one semester but not to exceed 180 days. One semester is defined by the **DISTRICT** calendar.

4.5 In the event that a Category D student transfers in from another district during the student's placement, the student shall receive credit for the length of placement served from the sending district/placement toward the term of placement in the **JJAEP.**

4.6 The length of placement may be reduced if all entities are in agreement that the reduction in time is in the best interest of the student.

4.7 The length of placement shall not be extended unless all entities are in agreement that the extension in time is in the best interest of the student.

4.8 In the event that a **JJAEP** student is detained in the Montgomery County Juvenile Detention Center or placed in a residential (out of home) placement, the Montgomery County Juvenile Probation Department shall retain the discretion to assign credit for the length of placement to the term of expulsion/removal.

4.9 In the event of overcrowding, the **JJAEP** reserves the right to establish a waiting list for admission or to return any Category B student to his or her home **DISTRICT** prior to the completion of the term of expulsion.

5.
Administration of the
State of Texas Assessments of Academic Readiness (STAAR)

- The **Conroe Independent School District** shall be responsible for acquiring all secure and non-secured test materials, which shall be made available to students enrolled in the **JJAEP** on the day the STAAR is to be administered.
- The **Conroe Independent School District** shall be responsible for training and certifying by oath all designated testing and non-testing staff.
- The **Conroe Independent School District** shall be responsible for administering the STAAR to those students enrolled in the **JJAEP**.
- The **DISTRICT** shall be responsible for retrieving all secured answer documents attributed to the **DISTRICT'S** students that are enrolled in the **JJAEP** from the **JJAEP** facilities.
- The **Conroe Independent School District** shall be responsible for returning all non-secured and secured testing material to the appropriate TEA agent.

6.
Transportation

6.1 Transportation to the **JJAEP** shall be the responsibility of the sending **DISTRICT**. Students should arrive at 2235 North First Street, Conroe, TX 77301 no later than 7:15 A.M. on each day school is in session. Transportation home shall be the responsibility of the student's parent or guardian. In rare instances when transportation home is not available, the **JJAEP** staff will make necessary arrangements to assure the student arrives home safely.

7.
Situs, Fiscal Agent, and Staffing Requirements

7.1 The **Montgomery County Juvenile Probation Department** is designated as the situs of the **JJAEP.**

7.2 The **DISTRICT** shall provide administration of the educational aspects of the **JJAEP** and serve as the Fiscal Agent for the **BOARD** and for each of the other participating Districts.

7.3 The **DISTRICT** shall administer the educational program on a day-to-day basis in accordance with policies promulgated and/or adopted by the **BOARD**; shall maintain all educational records applicable to the **DISTRICT** with regard to the status and ultimate disposition of each student assigned to the **JJAEP**; and shall provide the necessary curriculum in accordance with Texas Education Code §37.011, and; other such responsibilities normally associated with the administration of educational services.

7.4 As Fiscal Agent, the **DISTRICT** shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program and shall correspond with each student's home District with regard to the status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with the administration of educational services. See appendix "D" for PEIMS procedures.

7.5 The expenses of the educational program shall be covered by those funds received in compliance with Texas Education Code §25.037 and §25.038. **DISTRICT** will invoice all other Districts at the end of each semester for tuition associated with Category B or C students. Payment is due within 30 days. Upon receipt, the **DISTRICT**, shall apply these payments to the costs of the **JJAEP**.

7.6 Nothing herein shall burden the **DISTRICT**, the **BOARD**, or any other participating District with the added expense necessary to address or accommodate any particular needs of special education, education of the handicapped, accommodation of a disability, or other special requirements unique to a particular student. Such services, costs, and expenses shall remain the responsibility of the **DISTRICT** in which the student is or was last regularly enrolled prior to the student's placement in the **JJAEP**.

7.7 The Chief Juvenile Officer and the **BOARD** shall provide personnel in the form of **JJAEP** Administrator, juvenile supervision officers and juvenile probation officers to assure compliance with court orders and to provide client oversight consistent with typical client contact (i.e. client counseling, crisis intervention, family counseling, etc.). The **BOARD** shall also provide the physical plant. The **DISTRICT** shall provide the personnel necessary to deliver educational services.

8.
Miscellaneous

8.1 Consistent with the Texas Education Code and Texas Juvenile Justice Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this memorandum of understanding.

8.2 To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this memorandum of understanding will hold harmless the other parties and their officers, employees, and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the other party or its officers, employees, or agents.

8.3 In accordance with Texas Education Code §37.011(j) the Board, County, and Commissioners Court are immune from liability to the same extent as a school district, and the **BOARD'S** or County's professional

employees and volunteers are immune from liability to the same extent as a school district's professional employees and volunteers.

8.4 If there is no available space for additional students to enter the program, additional assigned students may be placed on a "waiting list" for the next available opening. However, no expelled student may be ordered to attend a regular classroom, a regular campus, or a **DISTRICT** alternative education program, without the informed consent of the **DISTRICT**.

8.5 The term of this memorandum of understanding shall be for the 2022-2023 school year according to the school calendar of the **DISTRICT**. See appendix "E". Thereafter, renewal may be made on a year-to-year basis by mutual consent of the parties.

8.6 Students who are 17 years of age or older and who are expelled for a Category A offense committed on or after the age 17 are eligible for the **JJAEP**.

8.7 Students who are 17 years of age or older and who are expelled for Category B offenses may not be placed in the **JJAEP**. The **DISTRICT** of residence shall be responsible for providing for the student's education or G.E.D. preparatory classes.

8.8 A **DISTRICT** principal or designee shall make at least one visit to the **JJAEP** campus for each student expelled to the **JJAEP**. The purpose of the visit is to monitor student progress and encourage rehabilitation.

8.9 The **DISTRICT**, in conjunction with the **JJAEP**, will evaluate each student who is pregnant or becomes pregnant while attending the **JJAEP**. Consideration will be given to programs available within the **DISTRICT** to serve such students.

Signed on behalf of their respective boards by:

Mary Ann Turner — 7/8/22

Chair, Montgomery County Juvenile Board — **Date**

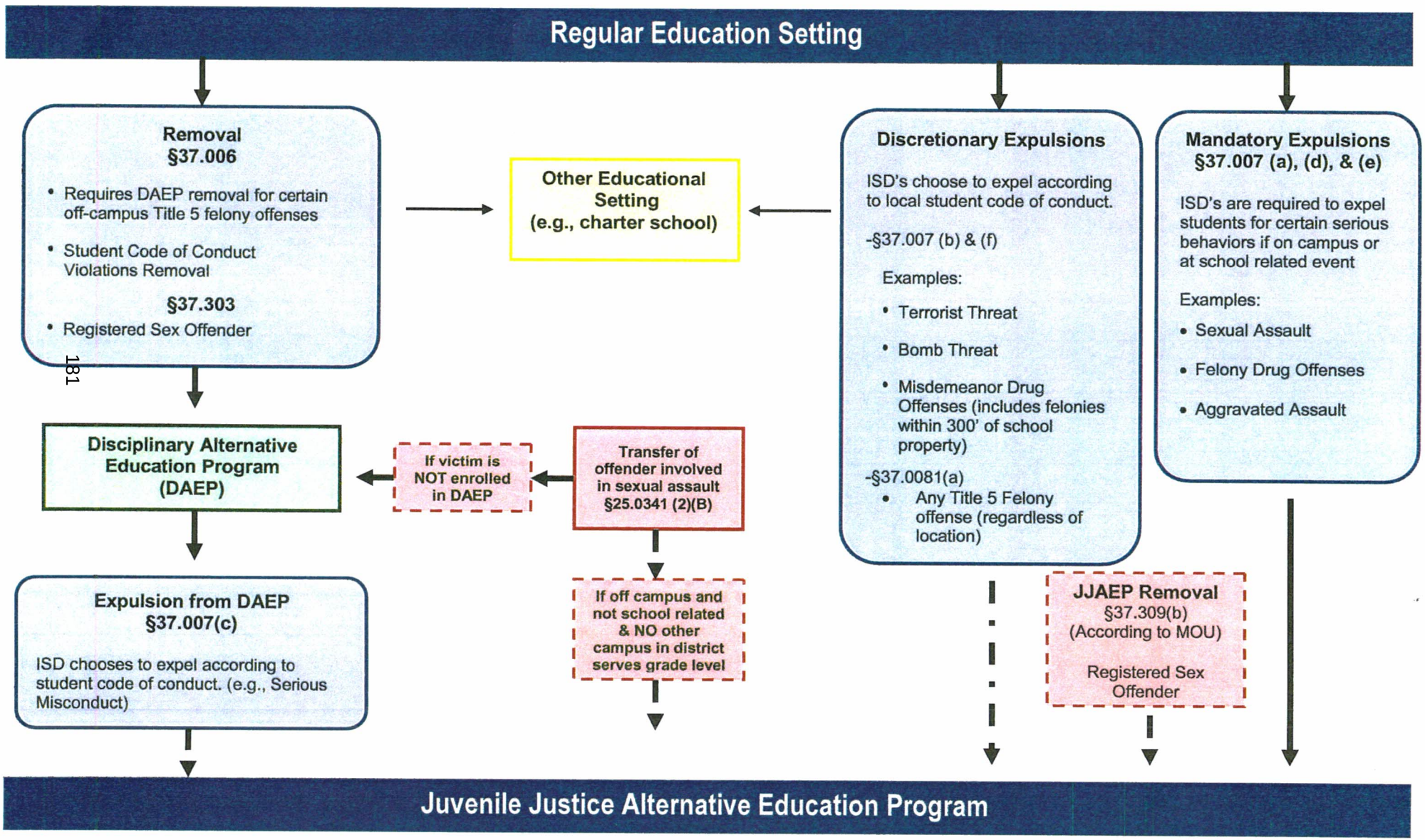
_____ _____

President, Board of Trustees — **Date**

Student Discipline Flowchart

TEXAS JUVENILE JUSTICE DEPARTMENT

2022-2023 School Year



181

Student Discipline 2022-2023 School Year

Disciplinary Alternative Education Program Removals

Discretionary Removals

37.001 (a)
- Violations of the Student Code of Conduct

Example: Serious Misconduct

37.006 (d) - Off campus and not school related event:
- Felony offense other than a Penal Code Title 5 offense if:
  - Superintendent has "reasonable belief" that student engaged in felony offense and the student's presence in the regular classroom is a threat to other students or teachers or will be detrimental to the educational setting.

Mandatory Removals

37.006 (a)
- False alarm or report (Penal Code 42.06)*
- Terroristic threat (Penal Code 22.07)*
- While on school property/school related event or within 300' of school property:
  - Any conduct punishable as a felony except for those listed under "Mandatory Expulsions"
  - Assault (Penal Code 22.01(a)(1))
  - Misdemeanor drug, alcohol or inhalants offenses*
  - Felony drugs within 300' only (all on school property/school related events are mandatory expulsions)*
  - Public lewdness (Penal Code 21.07)/indecent exposure (Penal Code 21.08)
  - Breach of computer security / Computer hacking (Penal Code 33.02)

182

37.006 (b) – Regardless of location:
  - Retaliation against any school employee (Penal Code 36.06, see also Mandatory Expulsions)

37.006(c) - While off campus and not school related:
  - Any Penal Code Title 5 felony offense or Aggravated Robbery (Penal Code 29.03) for which:*
- A student is placed on deferred prosecution;
- A student is adjudicated delinquent; or
- A superintendent has "reasonable belief" the student engaged in the conduct

37.303
- Registered Sex Offender*

** May also be expelled as a discretionary expulsion or removal*

JJAEP Placements

Mandatory Expulsions

37.007(a) – On school property or at school related event:
- Unlawful carrying weapon - Gun (Penal Code 46..02(a)) or (*18 USC Section 921, *includes charter schools*)
- Unlawful carrying weapon - a handgun, illegal knife, or club (Penal Code 46.02(a))
- Prohibited Weapon (1) an explosive weapon; (2) a machine gun; (3) a short-barrel firearm; (4) a firearm silencer; (5) knuckles; (6) armor-piercing ammunition; (7) a chemical dispensing device; (8) a zip gun; or (9) a tire deflation device. (Penal Code 46.05 (a))
- Aggravated assault (Penal Code 22.02)
- Sexual assault (22.011)
- Aggravated sexual assault (Penal Code 22.021)
- Arson (Penal Code 28.02)
- Murder (Penal Code 19.02)
- Capital murder (Penal Code 19.03)
- Criminal attempted murder or capital murder (Penal Code 15.01)
- Indecency with a child (Penal Code 21.11)
- Aggravated kidnapping (Penal Code 20.04)
- Aggravated robbery (Penal Code 29.03)
- Manslaughter (Penal Code 19.04)
- Criminal negligent homicide (Penal Code 19.05)
- Continuous sexual abuse of young child or children (Penal Code 21.02)
- Felony Drug offenses

37.007(d) – Regardless of location:

Retaliation against school employee or volunteer (any 37.007(a) offense)

37.007(e) – On school property or at school related event:
- Federal firearm (20 U.S.C. Section 7151).

Discretionary Expulsions

37.007(b)
- False alarm or report (Penal Code 42.06)
- Terroristic threat (Penal Code 22.07)
- While on school property/school related event or within 300' of school property:
  - Misdemeanor drug, alcohol or inhalants offenses
  - Class A misdemeanor assault on school employee or volunteer (Penal Code 22.01(a)(1)), regardless of location.
  - Any offense listed as a Mandatory Expulsion, if within 300' of school property
- Aggravated assault (Penal Code 22.02), sexual assault (22.011), aggravated sexual assault (Penal Code 22.021), murder (Penal Code 19.02), capital murder (Penal Code 19.03), criminal attempted murder or capital murder (Penal Code 15.01) if against another student, (not school related event or on school property).
- Deadly conduct (Penal Code 22.05)
- Breach of computer security / Computer hacking (Penal Code 33.02)

37.007(c)
- Serious misconduct while in a DAEP

37.007(f)
- Felony criminal mischief (Penal Code 28.03)

37.0081(a)
- Any Penal Code Title 5 felony offense or aggravated robbery (Penal Code 29.03) regardless of where the offense occurred (including on or off school campus, not school related event)

Removal

37.309(b)
- Any registered sex offender, per MOU

Transfers

Offender Involved in Sexual Assault (TEC §25.0341(b)(2))

If a student is placed on deferred prosecution, deferred adjudication, adjudicated delinquent or found guilty of sexual assault, a school district if requested by the victim shall transfer the victim to an alternate campus or district or if the victim does not wish to transfer, the ISD is required first to remove the offending student to a separate campus that serves the grade level the student is assigned or if there is not separate campus the student could be placed in the JJAEP.

Victim of Bullying (TEC §25.0342(b))

The parent of a student who is a victim of bullying may require the ISD to transfer the victim to another classroom or campus after the ISD verifies the student was in fact a victim of bullying.

Juvenile Justice Alternative Education Offense Codes

TEXAS JUVENILE JUSTICE DEPARTMENT

2022-2023 School Year

**New items shown in italics*

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A12C	Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault	Mandatory
37.007A2A2	Aggravated Sex Assault	Mandatory
37.007A2A3	Sex Assault	Mandatory
37.007A2B	Arson	Mandatory
37.007A2C1	Murder	Mandatory
37.007A2C2	Capital Murder	Mandatory
37.007A2C3	Attempted Murder	Mandatory
37.007A2D	Indecency With A Child	Mandatory
37.007A2E	Aggravated Kidnapping	Mandatory
37.007A2F	Aggravated Robbery	Mandatory
37.007A2G	Manslaughter	Mandatory
37.007A2H	Criminally Negligent Homicide	Mandatory
37.007A2I	Continuous Sex Abuse Of A Young Child Or Children (PC 21.02)	Mandatory
37.007A3	Felony Drug	Mandatory
37.007B1D	False Alarm	Discretionary
37.007B1E	Terroristic Threat	Discretionary
37.007B2A1	Misdemeanor Marijuana	Discretionary

Offense Code	Offense Description	Offense Type
37.007B2A1B	Misdemeanor Controlled Substance	Discretionary
37.007B2A2	Misdemeanor Dangerous Drug	Discretionary
37.007B2A3	Misdemeanor Alcohol	Discretionary
37.007B2B	Glue Or Aerosol Paint	Discretionary
37.007B2CA	Assault On A Teacher	Discretionary
37.007B2CB	Assault On An Employee	Discretionary
37.007B2D	Deadly Conduct	Discretionary
37.007B3A	Non-School Student On Student [EC 37.007 (a)(2)(A)]	Discretionary
37.007B3B	Non-School Student On Student [EC 37.007 (a)(2)(C)]	Discretionary
37.007B3C	Non-School Student On Student [EC 37.007 (a)(2)(F)]	Discretionary
37.007B4	'On or Within 300 Ft' Rule–Mandatory Offense [EC 37.007(b)]	Discretionary
37.007B5	Breach Of Computer/Computer Hacking	Discretionary
37.007C	Serious Misbehavior	Discretionary
37.007D	Retaliation	Mandatory
37.007D(D)	*Retaliation*	Discretionary
37.007E	Federal Firearm	Mandatory
37.007F	Felony Criminal Mischief	Discretionary
37.309	Registered Sex Offender	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081A	Title 5 Felony Criminal Homicide (EC 37.0081)	Discretionary
37.0081B	Title 5 Felony Murder (EC 37.0081)	Discretionary
37.0081C	Title 5 Felony Capital Murder (EC 37.0081)	Discretionary
37.0081D	Title 5 Felony Manslaughter (EC 37.0081)	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide (EC 37.0081)	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint (EC 37.0081)	Discretionary
37.0081G	Title 5 Felony Kidnapping (EC 37.0081)	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping (EC 37.0081)	Discretionary
37.0081I	Title 5 Felony Unlawful Transport (EC 37.0081)	Discretionary
37.0081J	Title 5 Felony Trafficking Of Persons (EC 37.0081)	Discretionary
37.0081K	Title 5 Felony Indecency With A Child (EC 37.0081)	Discretionary
37.0081L	Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)	Discretionary
37.0081M	Title 5 Felony Assault (EC 37.0081)	Discretionary
37.0081N	Title 5 Felony Sexual Assault (EC 37.0081)	Discretionary
37.0081O	Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)	Discretionary
37.0081P	Title 5 Felony Aggravated Assault (EC 37.0081)	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault (EC 37.0081)	Discretionary
37.0081R	Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual (EC 37.0081)	Discretionary

Offense Code	Offense Description	Offense Type
37.0081S	Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)	Discretionary
37.0081T	Title 5 Felony Deadly Conduct (EC 37.0081)	Discretionary
37.0081U	Title 5 Felony Terrorist Threat (EC 37.0081)	Discretionary
37.0081V	Title 5 Felony Aiding Suicide (EC 37.0081)	Discretionary
37.0081W	Title 5 Felony Tampering With Consumer Product (EC 37.0081)	Discretionary
37.0081X	Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)	Discretionary
37.0081Y	Title 5 Felony Aggravated Robbery (EC 37.0081)	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District	Discretionary
PC 46.03	Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (For students who are at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior	Discretionary

Appendix D – PEIMS Procedures

CISD STUDENTS IN A PERMISSIVE PLACEMENT

ADA eligibility	1
Campus ID of Enrollment	our JJAEP campus
Campus ID of Residence	their home campus
Student attribution code	02

CISD STUDENTS IN A MANDATORY PLACEMENT

ADA eligibility	4
Campus ID of Enrollment	our JJAEP campus
Campus ID of Residence	their home campus
Student attribution code	02

OUT OF DISTRICT STUDENTS IN A PERMISSIVE PLACEMENT
OUT OF DISTRICT STUDENTS IN A MANDATORY PLACEMENT

ADA eligibility	4
Campus ID of Enrollment	our JJAEP campus
Campus ID of Residence	their home campus
Student attribution code	02

DISCIPLINE RECORDS

Need to include on All CISD students placed (mandatory and permissive placements due to discipline) on Senate Bill 133 Report using Disciplinary Action Code '07' – Placement in an alternative education program established under Section 37.008.

CONROE INDEPENDENT SCHOOL DISTRICT

2022-2023 School Calendar

Approved 1/18/22

August 2022

S	M	TU	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

S	M	TU	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

S	M	TU	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022

S	M	TU	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022

S	M	TU	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023

S	M	TU	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023

S	M	TU	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

S	M	TU	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023

S	M	TU	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023

S	M	TU	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

S	M	TU	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023

S	M	TU	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holiday

Workday for staff *(No students)*

Staff development *(No students)*

Inclement weather day *(Students)*

Early release *(Students)*

Report Cards

Individual campuses will report distribution date for report cards after each grading period.

Days of Instruction

	Students	Teachers
1st Semester	84	92
2nd Semester	91	95
Total Days	**175**	**187**

Grading Periods

1st Semester

Grading period	Ends
1st	October 6
2nd	December 16

2nd Semester

Grading period	Ends
1st	March 10
2nd	May 25

Students

Starting date	August 10
Ending date	May 25

Staff

Starting date	August 2
Ending date	May 26

Student Holidays

Labor Day	September 5
Holiday	October 7 - 10
Holiday	November 8
Thanksgiving	November 21 - 25
Winter Break	Dec. 19 - Jan. 3
Martin Luther King, Jr. Day	Jan. 16
Holiday	February 17
Presidents' Day	February 20
Spring Break	March 13 - 17
Holiday	April 7 - 10
Memorial Day	May 29

Student Early Release

December 16

May 25

Teacher Work Days

August 9

January 3

May 26

Staff Development

August 2-8

October 7

November 8

February 17

March 20

Student Make-up Days

Make-up day for inclement weather *(if needed)*, is:

Students: March 20

The Conroe Independent School District (District) as an equal opportunity educational provider and employer does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in educational programs or activities that it operates or in employment matters. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, as well as Board policy not to discriminate in such a manner.

For information about Title IX rights or Section 504/ADA rights, contact the Title IX Coordinator or the Section 504/ADA coordinator at 3205 W. Davis, Conroe, TX 77304, (936) 709-7752.

Consider Approval of Order and Notice for the November 8, 2022 Board of Trustees General Election, Positions 1, 2, & 3

Recommendation:
That the Conroe Independent School District Board of Trustees approve the *Election Order and Notice* for the November 8, 2022 School Board of Trustees General Election as submitted by Carrie Galatas, General Counsel and as recommended by Dr. Curtis Null, Superintendent of School.

Explanation:
This joint election will be conducted by the Montgomery County Elections Administrator. Trustee Positions 1, 2, and 3 will be elected during the November 8, 2022 General Election. The attached Order and Notice calls the General Election for these expiring positions in accordance with State law and District policy.

Policy Reference: Legal and Local BBB, Legal BBBA

Recommended by:	Submitted by:
Curtis Null	Carrie Galatas
Superintendent of Schools	*General Counsel*

CONROE INDEPENDENT SCHOOL DISTRICT
GENERAL ELECTION ORDER AND NOTICE

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

On this the 2nd day of August 2022, the Board of Trustees of the CONROE INDEPENDENT SCHOOL DISTRICT at a duly called meeting, open to the public, convened after giving public notice of the time, place, and purpose of meeting in accordance with Texas Government Code Chapter 551, and said the following:

WHEREAS, the terms of office of Position 1, Position 2, and Position 3 of the Board of Trustees of the Conroe Independent School District, will expire and the Trustee Election will be held November 8, 2022.

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF TRUSTEES OF THE CONROE INDEPENDENT SCHOOL DISTRICT:

1. That an election be held on November 8, 2022, for the purpose of electing three members to the Board of Trustees, one member in Position 1, one member in Position 2, and one member in Position 3.

2. That all requests by candidates to have their names placed on the ballot for the above mentioned election shall be timely, made in accordance with the law and shall be in writing, shall state the number of the place for which such person is filing as a candidate, shall be signed by the candidate, and filed with the Secretary of the Board of Trustees, 3205 West Davis, Conroe, Texas, on or after July 23, 2022, and through and including 5:00 p.m. on August 22, 2022. Since July 23, 2022, falls on a weekend, the first day that the Secretary of the Board of Trustees' office will be open to accept filings will be Monday, July 25, 2022.

3. The Conroe Independent School District election will be a joint election with Montgomery County and other political jurisdictions to be determined, if any, and will be conducted by County Elections Administrator Suzie Harvey. The joint election will be held pursuant to Texas Election Code Section 31.092. The County Elections Administrator will provide all Election Judges, Alternate Judges, Early Voting Clerks, and other personnel to conduct the election.

4. Montgomery County Elections Administrator Suzie Harvey, whose office is located at 9159 Airport Road, Conroe, Texas 77303, is appointed Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications shall be sent and where persons voting by mail shall send their voted ballots is the Office of the Montgomery County Elections Administrator, P.O. Box 2646, Conroe, Texas 77305-2646; Email election.ballot@mctx.org; fax 936-788-8340. The Early Voting Clerk's telephone number is 936-539-7843 and website address is https://elections.mctx.org. Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on October 28, 2022. Federal Post Card Applications (FPCAs) must be received no later than the close of business on October 28, 2022.

5. The election shall be held at polling places to be determined by Montgomery County. On Election Day, voters must vote in the precinct where registered to vote, unless a countywide polling program is used in the election. The polls at such polling places shall be open from 7:00 a.m. to 7:00 p.m. A list of the Election Day polling places is attached as Exhibit A.

6. The main early voting polling place will be the Central Library, Large Meeting Room, located at 104 I-45 North, Conroe, Texas 77301. During early voting, a voter may vote by personal appearance at any of the locations listed below:

Early Voting Locations

Central Library, Large Meeting Room, 104 I-45 North, Conroe, TX 77301
North Montgomery County Community Center, Meador Room, 600 Gerald Street, Willis, TX 77378

Lone Star Community Center, Cissy Boulware Room, 2500 Lone Star Parkway, Montgomery, TX 77356
West Montgomery County Community Development Center, Green Room, 31355 Friendship Drive, Magnolia, TX 77355
Magnolia Event Center, LGI 1**,** 11659 FM 1488, Magnolia 77354
South County Community Center, Dining Room, 2235 Lake Robbins Drive, The Woodlands, TX 77380
Spring Creek Greenway Nature Center, Community Room, 1300 Riley Fuzzel Road, Spring, TX 77386
George and Cynthia Woods-Mitchell Library, Meeting Rooms 101 & 102, 8125 Ashlane Way, The Woodlands, TX 77382
East Montgomery County Fair Association Building, Main Room, 21675A McCleskey Road, New Caney, TX 77357
East Montgomery County Community Development Center, Hayden and Dunn Conference Rooms, 16401 1st Street, Suite 100, Splendora, TX 77372
Election Central, Lobby, (*Special Forms of Early Voting and Ballot by Mail only*) 9159 FM 1484, Conroe, TX 77303

The places for early voting shall be open each day except Saturdays, Sundays and official state holidays unless otherwise designated, during the period for early voting by personal appearance, which shall begin on October 24, 2022, and which will end on November 4, 2022. The early voting sites will be open from 8:00 a.m. until 5:00 p.m. on Monday, October 24, 2022, through Friday, October 28, 2022. The early voting sites will be open from 7:00 a.m. until 7:00 p.m. on Saturday, October 29, 2022, and October 31, 2022, through Friday, November 4, 2022. On Sunday, October 30, 2022, the polls shall be open from 11:00 a.m. until 5:00 p.m.

7. The Board of Trustees has determined that certified Hart InterCivic Verity Voting System Version 2.5 voting equipment shall be used in the election for early voting by personal appearance and at the election on Election Day.

8. The votes shall be canvassed not earlier than November 11, 2022, and not later than November 22, 2022. The candidate receiving the highest number of votes for each respective position voted on is entitled to serve as Trustee.

9. The Board of Trustees shall give notice of the election and authorizes the Secretary of the Board of Trustees to post or cause to be posted not later than October 18, 2022, the combined Election Order and Notice and any other required notices where notices are customarily posted in the District. The Secretary shall also cause a copy of any required notice to be published one time in a newspaper of general circulation in Montgomery County where the District is located.

Upon a motion and a second to approve this General Election Order and Notice, the members of the Board, Mr. Skeeter Hubert, Mr. Ray Sanders, Mr. Scott Moore, Mr. Dale Inman, Mr. Datren Williams, Ms. Theresa Wagaman, and Ms. Stacey Chase voted in favor.

_____ ATTEST: _____

Stephen "Skeeter" Hubert
President, Board of Trustees

Ray Sanders
Secretary, Board of Trustees

Montgomery County Elections
Exhibit A

Report Time:7/19/2022 2:16:36 PM

Conroe Independent School District

PCT	Polling Location	Suspense	Active	Total	PCT
02	Conroe Seventh-Day Adventist Church	248	2,637	2,885	02
*03	The Woodlands High School Ninth Grade Campus	157	949	1,106	*03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	328	1,606	1,934	04
*06	Deretchin Elementary School	506	3,658	4,164	*06
*07	New Caney Elementary School	41	456	497	*07
*08	Browder Community Center	89	1,416	1,505	*08
10	Booker T. Washington High School	280	2,519	2,799	10
*12	Security Community Center	148	1,772	1,920	*12
*14	Robert L. Crippen Elementary School	22	261	283	*14
15	Cornerstone Church	333	3,554	3,887	15
17	First Baptist Church Groceville	294	4,078	4,372	17
20	Travis Intermediate School	222	2,033	2,255	20
21	Conroe High School Ninth Grade Campus	843	3,274	4,117	21
24	Emmit E. Houser Elementary School	341	3,002	3,343	24
25	Grangerland Community Center	205	1,757	1,962	25
*26	East Montgomery County Fair Association Building	5	38	43	*26
27	Rivershire Club House	405	2,110	2,515	27
31	Shenandoah Municipal Complex	541	4,368	4,909	31
32	W.D. Wilkerson Intermediate School	459	2,573	3,032	32
33	South County Community Center	737	3,414	4,151	33
*34	Needham Fire Department Station 64	175	2,075	2,250	*34
35	Precinct 35 Polling Place To Be Determined	581	4,771	5,352	35
*36	Allendale Baptist Church	353	3,691	4,044	*36
*39	Lake Creek High School	2	28	30	*39
*40	Cryar Intermediate School	525	2,856	3,381	*40
42	Moorhead Junior High School	85	849	934	42
*44	The Lone Star Convention Center	417	2,475	2,892	*44
45	Timber Lakes/Timber Ridge Pavilion	337	2,798	3,135	45
46	Spring Creek Greenway Nature Center	341	3,731	4,072	46
47	South Montgomery County Fire Station #4	331	2,519	2,850	47
48	Sally K. Ride Elementary School	234	2,182	2,416	48
49	David Elementary School	257	2,069	2,326	49
51	Central Library	570	2,323	2,893	51
55	Austin Elementary School	125	1,510	1,635	55
56	The Woodlands Emergency Training Center	626	4,520	5,146	56
58	Lone Star College System	248	2,297	2,545	58
59	Powell Elementary School	175	1,527	1,702	59
60	Montgomery County Juvenile Facility	224	2,122	2,346	60
*61	George and Cynthia Woods Mitchell Library	527	4,462	4,989	*61

** Jurisdiction Occupies only a part of the Precinct*

Montgomery County Elections
Exhibit A

Report Time:7/19/2022 2:16:36 PM

62	Collins Intermediate School	287	2,536	2,823	62
*64	Whispering Pines Baptist Church	222	1,960	2,182	*64
67	Lamar Elementary School	341	2,498	2,839	67
68	Knights of Columbus Hall	458	4,783	5,241	68
*69	Barbara Pierce Bush Elementary School	450	3,830	4,280	*69
70	The Woodlands Recreation Center at Bear Branch Park	258	2,559	2,817	70
*71	Buckalew Elementary School	509	4,173	4,682	*71
73	City of Conroe, Dean Towery Service Center	169	1,852	2,021	73
75	Windsor Hills Homeowners' Association Club House	807	3,832	4,639	75
*76	Westwood Landowners' Association Building	41	640	681	*76
*77	April Sound Church	12	64	76	*77
78	Roger L. Galatas Elementary School	553	4,695	5,248	78
79	Glen Loch Elementary School	296	1,989	2,285	79
80	Imperial Oaks Neighborhood Center - Recreation Center	398	4,387	4,785	80
*81	George P. Mitchell Intermediate School	426	2,809	3,235	*81
83	Security Community Center	126	1,561	1,687	83
84	South Montgomery County Fire Station #1	954	3,802	4,756	84
*85	Northridge Baptist Church	96	1,337	1,433	*85
86	Living Branch Church	291	2,552	2,843	86
87	Birnham Woods Elementary School	434	4,669	5,103	87
88	Ann K. Snyder Elementary School	436	4,376	4,812	88
*90	The Palm Community Building	178	3,096	3,274	*90
92	George C. Kaufman III Elementary School	550	4,570	5,120	92
96	Gerald D. Irons, Sr. Junior High School	467	4,491	4,958	96
98	KC Event Center	411	2,003	2,414	98
*99	Jean Stewart Elementary School	309	3,533	3,842	*99
100	Grand Oaks High School	464	4,738	5,202	100
*101	Coulson Tough Flex School Grades K-6	253	1,862	2,115	*101
*102	John V. Peet Junior High School	234	2,775	3,009	*102
103	C.D. York Junior High School	526	3,395	3,921	103
104	Foster's Ridge Club House	101	1,595	1,696	104
*106	Grace Life Church	16	160	176	*106
108	KC Event Center	356	2,763	3,119	108
109	City of Conroe Westside Recreation Center	119	1,604	1,723	109
110	Bonnie Wilkinson Elementary School	226	2,542	2,768	110
111	Ben Milam Elementary School	169	1,836	2,005	111
		24,280	**196,147**	**220,427**	**75**

** Jurisdiction Occupies only a part of the Precinct*

Consider Approval of the Joint Election Agreement with Montgomery County for the November 8, 2022 Board of Trustees General Election

Recommendation:
That the Conroe Independent School District Board of Trustees approve the Joint Election Agreement with Montgomery County and other political subdivisions participating in the November 8, 2022 General Election as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
The Joint Election Agreement with Montgomery County and other political subdivisions satisfies State law requirements for participation in a joint election.

Policy Reference: Legal and Local Board Policy BBB

Recommended by:

Curtis Null
Superintendent of Schools

Submitted by:

Carrie Galatas
General Counsel

Joint Election Agreement

Political Subdivision of Conroe Independent School District

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on November 8, 2022; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on November 8, 2022, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on November 8, 2022 ("Joint Election").

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court and/or authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, and training, are reflected in the Exhibit D - Cost Estimate incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.

2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.

3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or by certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.

4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and each respective Participating Entity with whom the amendment or modification has been mutually agreed.

5. The obligations under this Agreement are performable in Montgomery County, Texas.

6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

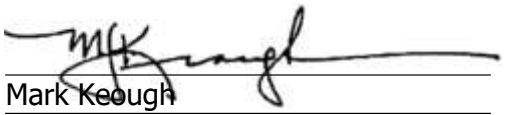
7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

See attached signature page(s):

June 28, 2022
Date

Signature: 
Printed name: Mark Keough
Title: County Judge
Political Subdivision: Montgomery County, Texas
All correspondence to be directed to:
Montgomery County Elections Office
Address: P. O. Box 2646
City, State, Zip: Conroe, Texas 77305-2646
Telephone: (936) 539-7843
Fax: (936) 788-8340
Email: suzie.harvey@mctx.org

Date

Signature:
Printed name: Skeeter Hubert
Title: President Board of Trustees
Political Subdivision: Conroe Independent School District
Address: 3205 W. Davis
City, State, Zip: Conroe, TX 77304
Telephone: 936-7097700
Fax: 936-709-9787
Email: cagalatas@conroeisd.net

Date

Signature:
Printed name:
Title:
Political Subdivision:
Address:
City, State, Zip:
Telephone: ( )
Fax: ( )
Email:

Date

Signature:
Printed name:
Title:
Political Subdivision:
Address:
City, State, Zip:
Telephone: ( )
Fax: ( )
Email:

Consider Approval of the Election Services Agreement with Montgomery County and Adopt all County Early Voting Dates, Times, and Locations as well as all Election Day Polling Locations for the CISD Board of Trustees General Election

Recommendation:
That the Conroe Independent School District Board of Trustees approve the Election Services Agreement with Montgomery County for the November 8, 2022 Trustee General Election, and adopt all early voting dates, times, and locations, as well as all Election Day polling locations as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
By contracting with Montgomery County to conduct the District's General Trustee Election, the District ensures its compliance with all applicable voting laws (electronic voting, bilingual poll workers etc.). The Election Services Agreement sets out the responsibilities for both the County and the District relating to the election. Exhibit D, which sets out the cost for each participating political subdivision is not attached because not all jurisdictions have notified Ms. Harvey if they are participating in the election. Once the participating jurisdictions have been confirmed, a cost estimate will be prepared. The cost of the District's last trustee election was approximately $184,000.

The early voting and Election Day voting locations are attached as Exhibits A and B.

Policy Reference: Legal and Local Board Policy BBB

Recommended by:	Submitted by:
Curtis Null *Superintendent of Schools*	Carrie Galatas *General Counsel*

ELECTION SERVICES AGREEMENT

STATE OF TEXAS ()
COUNTY OF MONTGOMERY ()

THIS CONTRACT is made this 7th day of July, 2022, by and between the Political Subdivision of Conroe Independent School District hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County

Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 8, 2022 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 8, 2022 Election. Montgomery County's certified Hart InterCivic Verity Voting System Version 2.5 voting equipment is to be used in the November 8, 2022 Joint Election, hereinafter called "Joint Election."

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

   (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.

   (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and Election Day officials of the date, time, and place thereof.

   (c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the election judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.

(e) Prepare and test all voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections website and Public Information web access program.

(g) Provide the publication in English and Spanish of one legal notice of the date, time, and place of the public logic and accuracy test and first test of automatic tabulating equipment in *The Conroe Courier*. Prepare test materials and conduct internal election testing and the required public logic and accuracy test and tests of tabulation equipment.
Provide the publication in English and Spanish of a legal notice of joint election one time in Montgomery County newspaper(s).

(h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and Election Day results, including mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) Conduct a partial manual count as provided by Section 127.201 of the Texas Election Code if required for the County election or if Political Subdivision provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting

Officer shall deliver a written report of the results of any such count to the Office of the Secretary of State in accordance with Section 127.201(e) of the Texas Election Code and, if requested, to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION**. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners' Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.

(d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.

(e) Prepare, post, and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test, which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

(f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street

lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.

(g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names or measures, copies of candidate applications, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the ballot audio recording. Review ballot proofs and approve by signature within deadlines provided.

(h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

Mail	Email*	Fax*
Suzie Harvey Elections Administrator P. O. Box 2646 Conroe, TX 77305-2646	election.ballot@mctx.org	(936) 788-8340

*If an Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the original application must also be physically submitted and be received not later than the fourth business day after it is received by email or fax.

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

(i) Appoint election officials as appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable.

(j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.

(k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.

(l) Pay additional costs incurred by Contracting Officer for any ballot or election changes after deadlines, recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.

(m) Immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

(n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports with the Secretary of State if required, unless both parties agree that Contracting Officer will submit precinct reports.

(o) Pay a deposit of 60% of its estimated cost per the Exhibit D Cost Estimate within thirty days from the date of Exhibit D Cost Estimate, if required. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

Checks shall be made payable to:

Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

(a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.

(c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed outside of normal business hours by personnel regularly employed by Contracting Officer will be allocated to Political Subdivision under this Agreement.

(d) Political Subdivision acknowledges that voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.

(f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.

(g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.

(h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.

(i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a $1,000 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.

(k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early voting locations and/or election day

polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the date must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of public logic and accuracy test which Contracting Officer will publish.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

[Remainder of this page intentionally left blank; signature page to follow.]

MONTGOMERY COUNTY, TEXAS

July 7, 2022
Date Signed

By: _____
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
Email: suzie.harvey@mctx.org

CONROE INDEPENDNET SCHOOL DISTRICT

Date Signed: August 2, 2022

By: _____
Name: Skeeter Hubert
Title: President, Board of Trustees
Address: 3205 W. Davis
City, State, Zip: Conroe, TX 77304
Phone: 936-709-7700
Fax: 936-709-9787
Email: cagalatas@gmail.com

EXHIBIT A

Montgomery County
November 8, 2022 Joint Election
Early Voting Polling Locations and Times

October 24 – 28	Monday	–	Friday	8:00 am	–	5:00 pm
October 29	Saturday			7:00 am	–	7:00 pm
October 30	Sunday			11:00 am	–	5:00 pm
October 31 – November 4	Monday	–	Friday	7:00 am	–	7:00 pm

Polling Location *Sitio de Votación*	Address *Dirección*	Room *Sala*
Central Library (Main Early Voting Polling Place) (*Sitio Principal Electoral de Votación Adelantada*)	104 I-45 North Conroe 77301	Large Meeting Room *Sala grande de juntas*
North Montgomery County Community Center	600 Gerald Street Willis 77378	Meador Room *Sala Meador*
Lone Star Community Center	2500 Lone Star Parkway Montgomery 77356	Cissy Boulware Room *Sala Cissy Boulware*
West Montgomery County Community Development Center	31355 Friendship Drive Magnolia 77355	Green Room *Sala verde*
Magnolia Event Center	11659 FM 1488 Magnolia 77354	LGI 1 *LGI 1*
South County Community Center	2235 Lake Robbins Drive The Woodlands 77380	Dining Room *Sala de comedor*
Spring Creek Greenway Nature Center	1300 Riley Fuzzel Road Spring 77386	Community Room *Sala comunitaria*
George and Cynthia Woods Mitchell Library	8125 Ashlane Way The Woodlands 77382	Meeting Room 101 and 102 *Sala de Juntas 101 y 102*
East Montgomery County Fair Association Building	21675A McCleskey Road New Caney 77357	Main Room *Sala principal*
East Montgomery County Community Development Center	16401 1st Street, Suite 100 Splendora 77372	Hayden and Dunn Conference Rooms *Salas de conferencia Hayden y Dunn*
(Special Forms of Early Voting and Ballot by Mail only:) (*Formas Especiales de Votación Adelantad, y Boleta por Correo solamente*:) **Election Central**	9159 Airport Road Conroe 77303	Lobby *Vestíbulo*

Please note that Early Voting polling places are subject to change. 7/19/2022

Montgomery County Elections
Exhibit B

Report Time:7/19/2022 2:16:36 PM

Conroe Independent School District

PCT	Polling Location	Suspense	Active	Total	PCT
02	Conroe Seventh-Day Adventist Church	248	2,637	2,885	02
*03	The Woodlands High School Ninth Grade Campus	157	949	1,106	*03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	328	1,606	1,934	04
*06	Deretchin Elementary School	506	3,658	4,164	*06
*07	New Caney Elementary School	41	456	497	*07
*08	Browder Community Center	89	1,416	1,505	*08
10	Booker T. Washington High School	280	2,519	2,799	10
*12	Security Community Center	148	1,772	1,920	*12
*14	Robert L. Crippen Elementary School	22	261	283	*14
15	Cornerstone Church	333	3,554	3,887	15
17	First Baptist Church Groceville	294	4,078	4,372	17
20	Travis Intermediate School	222	2,033	2,255	20
21	Conroe High School Ninth Grade Campus	843	3,274	4,117	21
24	Emmit E. Houser Elementary School	341	3,002	3,343	24
25	Grangerland Community Center	205	1,757	1,962	25
*26	East Montgomery County Fair Association Building	5	38	43	*26
27	Rivershire Club House	405	2,110	2,515	27
31	Shenandoah Municipal Complex	541	4,368	4,909	31
32	W.D. Wilkerson Intermediate School	459	2,573	3,032	32
33	South County Community Center	737	3,414	4,151	33
*34	Needham Fire Department Station 64	175	2,075	2,250	*34
35	Precinct 35 Polling Place To Be Determined	581	4,771	5,352	35
*36	Allendale Baptist Church	353	3,691	4,044	*36
*39	Lake Creek High School	2	28	30	*39
*40	Cryar Intermediate School	525	2,856	3,381	*40
42	Moorhead Junior High School	85	849	934	42
*44	The Lone Star Convention Center	417	2,475	2,892	*44
45	Timber Lakes/Timber Ridge Pavilion	337	2,798	3,135	45
46	Spring Creek Greenway Nature Center	341	3,731	4,072	46
47	South Montgomery County Fire Station #4	331	2,519	2,850	47
48	Sally K. Ride Elementary School	234	2,182	2,416	48
49	David Elementary School	257	2,069	2,326	49
51	Central Library	570	2,323	2,893	51
55	Austin Elementary School	125	1,510	1,635	55
56	The Woodlands Emergency Training Center	626	4,520	5,146	56
58	Lone Star College System	248	2,297	2,545	58
59	Powell Elementary School	175	1,527	1,702	59
60	Montgomery County Juvenile Facility	224	2,122	2,346	60
*61	George and Cynthia Woods Mitchell Library	527	4,462	4,989	*61

** Jurisdiction Occupies only a part of the Precinct*

Montgomery County Elections
Exhibit B

Report Time:7/19/2022 2:16:36 PM

62	Collins Intermediate School	287	2,536	2,823	62
*64	Whispering Pines Baptist Church	222	1,960	2,182	*64
67	Lamar Elementary School	341	2,498	2,839	67
68	Knights of Columbus Hall	458	4,783	5,241	68
*69	Barbara Pierce Bush Elementary School	450	3,830	4,280	*69
70	The Woodlands Recreation Center at Bear Branch Park	258	2,559	2,817	70
*71	Buckalew Elementary School	509	4,173	4,682	*71
73	City of Conroe, Dean Towery Service Center	169	1,852	2,021	73
75	Windsor Hills Homeowners' Association Club House	807	3,832	4,639	75
*76	Westwood Landowners' Association Building	41	640	681	*76
*77	April Sound Church	12	64	76	*77
78	Roger L. Galatas Elementary School	553	4,695	5,248	78
79	Glen Loch Elementary School	296	1,989	2,285	79
80	Imperial Oaks Neighborhood Center - Recreation Center	398	4,387	4,785	80
*81	George P. Mitchell Intermediate School	426	2,809	3,235	*81
83	Security Community Center	126	1,561	1,687	83
84	South Montgomery County Fire Station #1	954	3,802	4,756	84
*85	Northridge Baptist Church	96	1,337	1,433	*85
86	Living Branch Church	291	2,552	2,843	86
87	Birnham Woods Elementary School	434	4,669	5,103	87
88	Ann K. Snyder Elementary School	436	4,376	4,812	88
*90	The Palm Community Building	178	3,096	3,274	*90
92	George C. Kaufman III Elementary School	550	4,570	5,120	92
96	Gerald D. Irons, Sr. Junior High School	467	4,491	4,958	96
98	KC Event Center	411	2,003	2,414	98
*99	Jean Stewart Elementary School	309	3,533	3,842	*99
100	Grand Oaks High School	464	4,738	5,202	100
*101	Coulson Tough Flex School Grades K-6	253	1,862	2,115	*101
*102	John V. Peet Junior High School	234	2,775	3,009	*102
103	C.D. York Junior High School	526	3,395	3,921	103
104	Foster's Ridge Club House	101	1,595	1,696	104
*106	Grace Life Church	16	160	176	*106
108	KC Event Center	356	2,763	3,119	108
109	City of Conroe Westside Recreation Center	119	1,604	1,723	109
110	Bonnie Wilkinson Elementary School	226	2,542	2,768	110
111	Ben Milam Elementary School	169	1,836	2,005	111
		24,280	**196,147**	**220,427**	**75**

** Jurisdiction Occupies only a part of the Precinct*

Review State Board of Educator Certification Professional Development Clearinghouse Recommendations and Consider Approval of the District's Professional Development Plan for 2022-2023 School Year

Recommendation:
That the Conroe Independent School District Board of Trustees approve the District's Professional Development Plan for the 2022-2023 school year as submitted by Mr. Chris McCord, Assistant Superintendent of Operations, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
SB 1267, passed during the 87th Legislative Session, addresses training and continuing education requirements for school district employees. One component of SB 1267 required the State Board for Educator Certification (SBEC) to create a clearinghouse of information about continuing education and training requirements for educators and other school personnel. The law requires school boards to annually review the SBEC clearinghouse information and adopt a professional development policy that includes a schedule of training required for educators and other school personnel based on SBEC clearinghouse recommendations. Board Policy DMA Local meets the requirements of SB 1267. SBEC's clearinghouse recommendations are attached.

In accordance with Board Policy DMA, the District developed the attached Professional Development Plan for the coming school year. The District was guided in creating the attached plan by the SBEC clearinghouse training recommendations. The District's plan includes all the recommendations made by the SBEC clearinghouse, along with additional training the District believes is important and necessary for the noted groups of employees to receive to safely and effectively perform their jobs. Additionally, as required by SB 1267 and Board policy DMA, the plan includes the frequency each training will be required.

After review of the SBEC clearinghouse recommendations, the District asks that the Board approve its Professional Development Plan for the coming school year.

Policy Reference: Board Policy DMA Legal and Local

Recommended by:	Submitted by:
Dr. Curtis Null	Chris McCord
Superintendent of Schools	*Assistant Superintendent of Operations*

Conroe ISD Professional Development and Specific Trainings

SB 1267 requires that the board of trustees of a school district and the governing body of an open-enrollment charter school, to the extent applicable, review the Clearinghouse and adopt a professional development policy that must:

1. Be guided by the recommendations for training in the Clearinghouse;
2. Note any differences in the policy adopted by the district or school from the recommendations in the Clearinghouse; and
3. Include a schedule of all training required for educators or other school personnel at the district or school

The courses below are taken by all employees in Conroe ISD, except for the Safety Training Program. This training is completed by UIL affiliated employees. There are department-specific courses that are taken outside of the required which fulfill the 7-8 hours of yearly training.

SBEC Clearinghouse Recommendation	Conroe ISD Course in Vector Solutions	Frequency
Suicide Prevention	Youth Suicide: Awareness and Prevention	Annually
Strategies for establishing and maintaining positive relationships among students, including conflict resolution	Conflict Management: Student-to-Student Course	Annually
Preventing, identifying, responding to, and reporting incidents of bullying	Bullying: Recognition & Response	Annually
Safety training program	Part of CCP (Coach's Certification Program) Coordinator site-specific training in August.	Annually
Increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children	Human Trafficking Awareness	Annually
Increasing awareness and implementation of trauma-informed care	Trauma Informed Care Training Course or Kognito from last year	New Employees

Administration of an epinephrine autoinjector	Medication Administration: Epinephrine Auto-Injectors	Annually
Additional	Bloodborne Pathogens Exposure Prevention (Full course)	Annually
Additional	Active Shooter (Staff)	Annually
Additional	Sexual Harassment: Student Issues & Response	Annually
Additional	Sexual Misconduct: Staff to Student	Annually
Additional	Epilepsy Foundation Training	New Employees
Additional	Cybersecurity Module	Annually
Additional	Integrated Pest Management	At least once every three years
Additional	Sexual Harassment: Staff-to-Staff (Full course)	Annually
Additional	Cardiopulmonary Resuscitation (CPR) Course	Annually
Additional	Heat Illness Prevention	At least once every three years
Additional	FERPA: Confidentiality of Records	At least once every three years

Consider Adoption of Local Policy Manual Update 119 and Revisions to Board Policy DFBB

Recommendation:
That the Conroe Independent School District Board of Trustees adopt the Local Policies included in Local Policy Manual Update 119 along with the recommended revisions to Local Board Policy DFBB, as submitted by Carrie Galatas, General Counsel and Dr. Curtis Null, Superintendent of Schools.

Explanation:
The District recommends the Board of Trustees adopt the following Local Policies:

CPC ***Office Management - Records Management***: This policy states that the General Counsel is the records management officer for the District and requires the records management officer to establish procedures to manage electronic records.

DFBB ***Term Contracts - Nonrenewal***: Several of the reasons for nonrenewal have been expanded and/or clarified, including clarification that a pattern of or excessive absences or tardiness to work can form the basis for nonrenewal, that providing false information/documentation on an employment application or during the hiring process is a reason for nonrenewal, as can the failure to successfully complete an intervention or growth plan.

DMA ***Professional Development - Required Staff Development***: This policy, which was required by SB 1267, meets state law requirements relating to the District's professional development plan.

EHAA ***Basic Instructional Program - Required Instructional (All Levels)***: The updates to this policy bring it in to compliance with state law which requires written parent consent before a student receives instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking along with other requirements relating to the school health advisory council including the requirement for meetings regarding the materials used to teach these topics and make recommendations to the Board regarding the materials.

EHB ***Curriculum Design - Special Programs***: This policy requires the District to provide regular training opportunities for teachers of students with dyslexia.

EHBAA ***Special Education: Identification, Evaluation, and Eligibility***: This policy requires that a student who is transitioning form early childhood intervention have an individualized education program developed before the student's third birthday.

EHBB ***Special Programs: Gifted and Talented Students***: The requirement that the District annually certify to the commissioner of education that its gifted and talented program complies with the Texas State Plan for the Education of Gifted/Talented Students was removed by the Legislature. That requirement has been removed from Local policy.

EIF ***Academic Achievement - Graduation***: As required by the Texas Administrative Code this policy sets out the methods by which a student can confirm completion of a financial aid application as required by state law to meet graduation requirements.

FFBA ***Crisis Intervention - Trauma-Informed Care:*** The legislature repealed the requirement that school districts report annually to TEA the number of employees who complete trauma-informed care training. Accordingly, that portion of the policy has been deleted.

FFH ***Student Welfare – Freedom from Discrimination, Harassment, and Retaliation***: A provision requiring the District to notify parents when a report of dating violence is received has been added. Notice will be provided to both the alleged victim's parents as well as the alleged perpetrator's parents. Additionally, text making clear that the District does not tolerate dating violence has been added.

Policy Reference: BF Local

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Carrie Galatas
General Counsel

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

Local Government Records Act

"Local Government Record"

The term "local government record" shall pertain to all items identified as such by the Local Government Records Act.

Records Management Officer

The General Counsel shall serve as and perform the duties of the District's records management officer as prescribed by Local Government Code 203.023 and shall administer the District's records management program pertaining to local government records in compliance with the Local Government Records Act. 214

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District's records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

215

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. A pattern of or excessive absences or tardiness.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

17. Failure to successfully complete the requirements on an intervention or growth plan or comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.

217

19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.

20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.

21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.

22. A significant lack of student progress attributable to the educator.

23. Behavior that presents a danger of physical harm to a student or to other individuals.

24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.

26. Falsification of records or other documents related to the District's activities.

27. Falsification, omission, or failure to provide required information or documentation in an employment application or during the hiring process.

28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.

30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.

31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.

32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law. 218

34. Any reason constituting good cause for terminating the contract during its term.

Recommendations from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

Notice of Proposed Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee

notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see Request for Board Hearing, below] or an independent hearing examiner appointed by the commissioner of education [see Request for Appointment of Hearing Examiner, below] will conduct the hearing.

Request for Appointment of Hearing Examiner

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the commissioner, and providing the Board a copy of the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

Hearing Procedures

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

Board Decision

Following the hearing, the Board shall take appropriate action in accordance with DFD.

Request for Board Hearing

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including

the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

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

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed. 220
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

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

Board Decision

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

Hearing by an Attorney Designated by the Board

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

221

No Hearing

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

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

Human Sexuality Instruction

The following process shall apply regarding the adoption of curriculum materials for the District's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

Referral

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

Screening and Identification Process

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

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

Parental Consent

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

226

Identification Criteria

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

Assessments

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

Selection

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

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

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

Transfer Students

Interdistrict

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

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

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program. 227

Furloughs

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

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

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

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

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

Community Awareness

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

Course Requirements

To graduate, a student must complete the courses required by the District in addition to those mandated by the state.

Foundation Program

The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.

Without an Endorsement

Unless the Superintendent determines there are extenuating circumstances, the District requires completion of 2 credits in addition to the number mandated by the state for graduation under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.

With an Endorsement

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.

Distinguished Level of Achievement

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.

Fine Arts Substitutions

To the extent permitted by state rules, the District shall award state graduation credit in fine arts for participation in an approved community-based fine arts program.

Physical Education Substitutions

Activities and Courses

To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.

Private or Commercial Programs

The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner of education. [See also EHAC]

Financial Aid Application Confirmation

As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:

1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;
2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;
3. A copy or screenshot of the FAFSA acknowledgment page;

4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);

5. An acknowledgment receipt from an institution of higher education (IHE); or

6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

230

Trauma-Informed Care Program

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law and the Board-approved District professional development plan. The District improvement plan shall specify required training for any other District employees as applicable.

Note: This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

232

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

Harassment

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Harassment includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name call-

ing, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Title IX Sexual Harassment

As required by law, the District shall follow the procedures below at Response to Title IX Sexual Harassment upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment in an education program or activity and against a person in the United States under Title IX. [See FFH(LEGAL)]

Other Sexual Harassment

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when: 233

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or

2. The conduct is so severe, persistent, or pervasive that it:

   a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or

   b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct: 234

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors. 235

Reporting Procedures

Student Report

Any student who believes that he or she has experienced prohibited conduct and any person who believes that a student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Alternative Reporting Procedures

An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX

coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult. [For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

236

When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.

Investigation of Reports Other Than Title IX

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Title IX Sexual Harassment.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

237

Concluding the Investigation

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

Notification of Outcome

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

District Action

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of

areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, harassment, and retaliation.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

238

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent has the right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Title IX Sexual Harassment

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed or dismissed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements: 239

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a

dismissal of a Title IX formal complaint or any allegations therein;

9. A description of the supportive measures available to the complainant and respondent;

10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;

11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and

12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence. 240

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX. In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

Repeal Local Policy EF *Instructional Resources*, and Adopt Local Policies EFA *Instructional Resources – Instructional Materials*, and EFB *Instructional Resources – Library Materials*

Recommendation:
That the Conroe Independent School District Board of Trustees repeal Local Policy EF *Instructional Resources* and adopt Local Policies *EFA Instructional Resources – Instructional Materials*, and EFB *Instructional Resources – Library Materials*, as submitted by Carrie Galatas, General Counsel and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
At the request of the Board of Trustees, two new Local Policies – EFA *Instructional Resources – Instructional Materials*, and EFB *Instructional Resources – Library Materials,* were created to address the two distinct categories of instructional resources utilized in schools -instructional materials and library materials. Currently both instructional materials and library materials are addressed in Board Policy EF *Instructional Resources*. Adopting these new policies requires the repeal of Board Policy EF.

Policy EFA addresses instructional materials, which are defined in Texas Education Code §31.002 and generally include any material in a format that "conveys the essential knowledge and skills of a subject in the public school curriculum . . . to a student." Policy EFB addresses library materials, which are not statutorily defined but generally include materials that supplement the state and District curriculum and are voluntarily self-selected by students.

Based on input from the Board of Trustees separate policies were developed to address each type of instructional resource. While the two policies are similar, in that they both prohibit works that contain "harmful material" or "obscene" material as defined by the Texas Penal Code, they differ in how materials are selected. Both policies contain similar processes to challenge materials, and both allow appeals under the District's formal complaint policies.

Upon adoption of the new local policies, the District will update its administrative procedures and forms.

Policy Reference: BAA Board *Legal Status – Powers and Duties*

Recommended by:	Submitted by:
Dr. Curtis Null	Carrie Galatas
Superintendent of Schools	*General Counsel*

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB(LOCAL).

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative procedures, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials shall be chosen from the list of resources adopted by the State Board of Education in accordance with administrative procedures and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]

5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Protection from Inappropriate Material

Instructional materials shall not include "harmful material" as defined by Penal Code 43.24(a)(2) or "obscene" material as defined by Penal Code 43.21(a)(1).

Challenged Resources

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge an instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.

2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except when the complainant's request for reconsideration could reasonably result in a finding that the work fails to comply with the section of this policy *Protection from Inappropriate Material*. In this case, during the reconsideration process, the challenged material shall be restricted and available only to students with written parent permission. In all other cases, the District will deny access to a child only if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Reconsideration

A complainant shall make any formal challenge to an instructional material on the form provided by the District and shall submit the completed and signed form to the Director of Teaching and Learning. Upon receipt of the form, the Director of Teaching and Learning shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District- level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

Frequency of Review

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: For information related to the selection of instructional materials, see EF(LEGAL) and EFA.

The District shall provide a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. The Superintendent shall ensure that librarians and other designated professional staff select library materials in accordance with District policy and administrative procedures.

Objectives

In this policy, "library materials" may include printed and electronic library acquisitions and other ancillary or supplementary materials maintained in a campus library. In accordance with state and local guidelines, library collections should enrich and support the state and local curriculum. Collections should also provide materials of high interest to encourage student reading and learning.

Library materials may be used to enhance the instructional program, for formal or informal teaching and learning purposes, and for voluntary inquiry or self-selected reading.

In accordance with state and local standards, school libraries are essential interactive collaborative learning environments, ever evolving to provide physical and virtual access to ideas, information, and learning tools for the entire school community.

Parental Involvement

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

Protection from Inappropriate Material

Library materials shall not include "harmful material" as defined by Penal Code 43.24(a)(2) or "obscene" material as defined by Penal Code 43.21(a)(1).

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Selection

Library materials shall be chosen in accordance with guidelines adopted by the Texas State Library and Archives Commission. In the selection of library materials, librarians and other professional staff must consider whether the materials:

1. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Develop a balanced collection presenting multiple viewpoints related to controversial issues to foster critical thinking skills and encourage discussion based on rational analysis [see EMB regarding instruction about controversial issues].
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
6. Demonstrate literary merit, quality, value, and significance.
7. Have received favorable professional library reviews from state and nationally recognized review publications.
8. Have received state or national awards or are included on recommended reading lists developed by library professionals and educators.
9. Cover topics, authors, series, or genres that fill gaps in the school library collection.
10. Include accurate and authentic factual content from authoritative sources.
11. Have a high degree of potential user appeal and interest.
12. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
13. Are requested or recommended by students and teachers.

14. Mirror selections found in neighboring districts or libraries in the region.

15. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Parent Consideration

In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent. Parents are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student. In accordance with state law and administrative procedures, parents may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources see EF(LEGAL).]

Challenged Resources

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge a library material maintained in the District's library program on the basis that the library material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, even if the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.

2. A parent's ability to exercise control over instruction, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except when the complainant's request for reconsideration could reasonably result in a finding that the work fails to comply with the section of this policy *Protection from Inappropriate Material*. In this case, during the reconsideration process, the challenged material shall be restricted and only available to students with written parent permission. In all other cases, the District will deny access to a child only if requested by the child's parent.

The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed therein.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material. If appropriate, the librarian or administrator may reevaluate the library material to determine if it meets the current selection criteria and offer a concerned parent an alternative library material to be used by that parent's child in place of the library material in question.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the library material.

Formal Reconsideration

A complainant shall make any formal challenge to a library material on the form provided by the District and shall submit the completed and signed form to the District Library Specialist. Upon receipt of the form, the District Library Specialist shall appoint a reconsideration committee.

The reconsideration committee shall include a librarian and at least one instructional staff member who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged library material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged library material conforms to the principles of selection set out in this policy and whether the challenged library material will continue to be included in the library collection. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Gifts and Donations

The District shall accept gifts and donations to a campus library with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Maintenance of Library Materials

In accordance with state and local guidelines, library collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Receive Capital Improvements Update

Recommendation:
That the Conroe Independent School District Board of Trustees accept as information a capital improvements update, as submitted by Easy Foster, Director of Planning and Construction, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Information regarding progress and the status of completed and current capital improvement projects will be provided at the meeting.

Recommended by:	Submitted by:
Dr. Curtis Null *Superintendent of Schools*	Easy Foster *Director Planning & Construction*

July 2022

Capital Improvements Update

Campus	Architect/ Engineer	Contractor	Project(s)	Status % Complete
Creighton Overhaul	IBI Group	Ellisor Constructors	Renovation/Addition	90% July 2022
New Moorhead JrHS Caney Creek Feeder	PBK Architects	Joeris	New Construction	69% May 2023
Flex 21 - Gordon-Reed Elementary in CHS Feeder	IBI Group	Durotech	New Construction	99% May 2022
CHS Master Plan	PBK Architects	Ellisor Constructors	Renovation/Addition	31% Aug 2025
ORHS Overhaul & South County CTE	IBI Group	Durotech	Renovation/Addition	38% July 2023
CHS 9th Classroom Addition	IBI Group	Ellisor Constructors	Renovation/Addition	99% July 2022
Campus Renovations 2022	DLR Group	GTT Contractors	Renovation/Addition	27% Aug 2022
Safety & Security 2022	PBK Architects	Ellisor Constructors	Renovation/Addition	50% 2022

Consider Award of RFP #22-01-04 Career Technical Education (CTE) Materials, Supplies, and Equipment

Recommendation:
That the Conroe Independent School District Board of Trustees consider awarding **RFP #22-01-04 Career Technical Education (CTE) Materials, Supplies, and Equipment** to the vendors listed on the attached tabulation and authorize the Superintendent to execute any documents necessary to effectuate purchases, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Purchasing & Warehouse, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Request for Proposals (RFP) pertaining to Career Technical Education (CTE) Materials, Supplies, and Equipment were emailed to registered vendors through the electronic eBidding system and advertised on the Conroe ISD Purchasing website and multiple times in *The Courier*. This request for proposal is to supplement and expand the current pool of vendors for CTE supplies awarded previously for the District with a total estimated annual spend of approximately $700,000. Vendors were asked to offer a percentage discount off of shelf or catalog prices. Twenty (20) vendors submitted a response. Contracts with awarded vendors will remain firm through July 31, 2023 automatically renewing for four additional one-year terms, through July 31, 2027. Proposals were evaluated by the CISD Purchasing Department. Recommendations for award are noted on the attached list.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

EVALUATION POINTS

The bid proposals were evaluated based on the following scale:

TE Code	Description	Points
1	Purchase price;	40
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	10
4	Extent to which the goods or services meet the needs of the District;	15
5	Bidder's past relationship with the District;	10
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	5
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Any other relevant factors: Warranty and service of bidder	10
	Total Points	100

Award RFP #22-01-04 Career Technical Education (CTE) Materials, Supplies, and Equipment

The following summary details the recommended vendors for award. The summary also provides the number of points awarded through the evaluation and scoring process. Average scores are out of a possible 100 points for services provided.

Supplier Scoring Summary

RFP #22-01-04 - Career Technical Education (CTE) Materials, Supplies & Equipment

Supplier	Rank	Score 100	Criteria 1 40	Criteria 2 10	Criteria 3 10	Criteria 4 15	Criteria 5 10	Criteria 6 0	Criteria 7 5	Criteria 8 0	Criteria 9 10
American Safety Council, Inc	1	100	40	10	10	15	10	0	5	0	10
Perfection Learning Corporation	2	100	40	10	10	15	10	0	5	0	10
MSC Industrial Supply Co.	3	95	35	10	10	15	10	0	5	0	10
B.E. Publishing	4	90	30	10	10	15	10	0	5	0	10
Brightwheel	5	90	30	10	10	15	10	0	5	0	10
Coastal Welding Supply, Inc.	6	90	30	10	10	15	10	0	5	0	10
AC Supply	7	85	25	10	10	15	10	0	5	0	10
Americas Software Corporation	8	85	25	10	10	15	10	0	5	0	10
Bloom for Good	9	85	25	10	10	15	10	0	5	0	10
brannens inc.	10	85	25	10	10	15	10	0	5	0	10
BUNNYRABBIT.com	11	85	25	10	10	15	10	0	5	0	10
Circle Saw Builders Supply Inc	12	85	25	10	10	15	10	0	5	0	10
Core Learning Exchange	13	85	25	10	10	15	10	0	5	0	10
Creative Awards	14	85	25	10	10	15	10	0	5	0	10
CycloneFPV.com	15	85	25	10	10	15	10	0	5	0	10
Douglas Equipment	16	85	25	10	10	15	10	0	5	0	10
Montgomery County Hospital Dis	17	85	25	10	10	15	10	0	5	0	10
National Restaurant Association	18	85	25	10	10	15	10	0	5	0	10
Savvas Learning Company LLC	19	85	25	10	10	15	10	0	5	0	10
Stukent, Inc.	20	85	25	10	10	15	10	0	5	0	10

***In addition to vendors previously awarded on RFP #19-09-03A, RFP #20-04-05, RFP #20-08-02, RFP #20-12-04, and RFP #21-08-03**

Consider Award of RFP #22-01-05 Catering Services

Recommendation:
That the Conroe Independent School District Board of Trustees consider awarding **RFP #22-01-05 Catering Services** to the vendors listed on the attached tabulation, and authorize the Superintendent to execute any documents necessary to effectuate purchases, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Purchasing & Warehouse, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Request for Proposals pertaining to catering services for the District were emailed through the electronic eBidding system and advertised on the Conroe ISD Purchasing website and multiple times in The Courier. This request for proposal is to supplement and expand the current pool of vendors for catering services awarded previously for the District with a total estimated annual expenditure of $500,000. Vendors were asked to offer a percentage discount off menu prices as well as any other relevant fees. Thirty-One (31) vendors submitted a response. Contracts with awarded vendors will remain firm through July 2023, with an option to renew automatically for four additional one-year terms, through July 31, 2027. Proposals were evaluated by the CISD Purchasing Department. Recommendations for award are noted on the attached list.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

CONROE ISD TABULATION
RFP #22-01-05 CATERING SERVICES
**IN ADDITION TO VENDORS PREVIOUSLY AWARDED ON RFP#17-05-07, RFP#18-09-04A, RFP#18-09-04B, RFP#18-09-04C, RFP #18-09-04D, RFP #19-08-04A, RFP #19-08-04B*, RFP #20-08-03, RFP #21-07-01, and RFP #22-01-05*

SUPPLIER	MONTH
All Star Catering Co., Inc.	July-22
Alonti Catering (Pepi Corporation)	July-22
Back In Time Popcorn	July-22
Baker's House	July-22
BROTHERS PIZZA EXPRESS	July-22
Buca di Beppo	July-22
Chick-fil-A College Park	July-22
Conroe's Incredible Pizza Company (Texas Southern Enterprise LP)	July-22
Domino's Pizza (MAC Pizza Management, Inc.)	July-22
Dosey Doe (Dosey Doe, Inc.)	July-22
HEB GROCERY COMPANY	July-22
Honey Bee Ham & Deli (Lisa Matthys)	July-22
Jason's Deli	July-22
Kendrick Skipper dba Chick-fil-A at Alden Bridge	July-22
Kona Ice North Houston (CP&Z Enterprises, LLC)	July-22
Kona Ice of North Conroe	July-22
Kuntry Katfish Catering	July-22
Marco’s pizza	July-22
McKenzie's Barbeque & Burgers	July-22
mels country cafe inc	July-22
Montgomery Bakehouse	July-22
Pallotta's Italian Grill (Nico Ventures, LLC)	July-22
Papa John's Pizza (DCT TEXAS LLC)	July-22
Pie in the Sky Pie Co	July-22
Salted SpoonCatering	July-22
Saltgrass Steakhouse	July-22
Sam's Club # 4713	July-22
Smo'Cain BBQ	July-22
Spectrum Catering	July-22
Texas Taco Cabana, L.P.	July-22
The Toasted Yolk Cafe Rayford (Better Breakfast Company SETX, LLC)	July-22

Consider Award of RFP #22-01-06 Supplemental Contracted Educational Services and Professional Development Services

Recommendation:
That the Conroe Independent School District Board of Trustees consider awarding **RFP #22-01-06 Supplemental Contracted Educational Services and Professional Development Services** to the vendors listed on the attached tabulation, and authorize the Superintendent to execute any documents necessary to effectuate purchases, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Purchasing & Warehouse, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
In accordance with Texas Education Code 44.031, Texas Government Code Chapter 2254.002, Education Department General Administrative Regulations, and Board Policy, the District must procure certain types of professional services through a competitive procurement process. The request for proposals was submitted through the electronic eBidding system and advertised on the Conroe ISD Purchasing website and multiple times in *The Courier*. This request also is to supplement and expand the current pool of previously awarded vendors for contracted educational and professional development services with a total estimated annual expenditure of approximately $3,500,000. Vendors were asked to submit their fees based on the type of contracted service they provide along with supporting documentation. Service contracts with awarded vendors will remain firm through July 31, 2023, with an option to automatically renew annually for four (4) additional one-year terms, through July 31, 2027. Proposals were evaluated by the CISD Curriculum and Instruction and Special Education Departments and reviewed by the Purchasing Department. Recommendations for award are noted on the attached analysis.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

AWARD RFP #22-01-06:

Supplemental Contracted Educational Services and Professional Development Services

VENDOR	MONTH
3Chords Inc dba TherapyTravelers and TherapyTravelers LLC	July 2022
Accountable Healthcare Staffing	July 2022
Agile Designs and Services LLC (Shenelle DuBose)	July 2022
Alfredo Velez	July 2022
American Reading Company	July 2022
Ancora Publishing (Pacific Northwest Publishing, Inc.)	July 2022
Andrea Bitner Books	July 2022
Andrea Ogonosky	July 2022
Benchmark Education Company, LLC	July 2022
BioRhythms Publishing LLC	July 2022
Bookelicious (Bookeliciouc, LLC)	July 2022
Capturing Kids Hearts (The Flippen Group)	July 2022
CareStaff Partners (CareStaff Partners LLC)	July 2022
CATCH Global Foundation	July 2022
Cathy Fishburn (Fishburn Cathy)	July 2022
CC Assessment Services	July 2022
Center for Pediatric Therapy	July 2022
Ceramic Store of Houston, LLC	July 2022
Charlotte Royall-Music Clinician (Charlotte Royall)	July 2022
Collegiate Funding Advisors (Grace Advisors USA, LLC)	July 2022
Corwin Press, a SAGE Company	July 2022
Creative Mathematics (Kimberly Sutton)	July 2022
Davina Garibay Sloat	July 2022
Dennis Maganza	July 2022
Diane Veale	July 2022
Donna Elizabeth White	July 2022
Elevate Educational Services, PLLC	July 2022
Estrellita	July 2022
E-Therapy, LLC	July 2022
Everything Theatre	July 2022
German and German Consulting	July 2022
Get Your Teach On (Hope King Teaching Resources, Inc.)	July 2022
Harrah LLC	July 2022
Huntington Learning Center of Spring	July 2022
iDEAL Personnel Services (IDEAL PERSONNEL SERVICES, LLC)	July 2022

AWARD RFP #22-01-06:

Supplemental Contracted Educational Services and Professional Development Services

VENDOR	MONTH
Integrated Effects LLC	July 2022
Intentional Change LLC	July 2022
Julian Franklin (Julian F Pugh)	July 2022
Kagan Professional Development	July 2022
Lakeshore Learning Materials (Lakeshore Equipment Company)	July 2022
LATT Evaluations and Services, PLLC (La Shaun Arzu, PLLC)	July 2022
lead4ward, LLC	July 2022
Learning Behavior Resource Center	July 2022
Let's Talk About It Speech Therapy, PLLC	July 2022
Literacy Strategies Consulting, LLC	July 2022
Maker Maven	July 2022
Marsha's Zoo, LLC	July 2022
Marzano Resources, LLC	July 2022
Meghan E. Sankowski DBA Coaching Consultants Team	July 2022
Nancy Vogl Speakers Bureau (Nancy Vogl)	July 2022
National Science Teaching Association	July 2022
Newsela	July 2022
Peay & Associates Consultant Group LLC	July 2022
Pinwheel Therapy (Pinwheel Therapy LLC)	July 2022
PresenceLearning	July 2022
Professional Healthcare Education Service Inc.	July 2022
Reading Writing Project Network,LLC	July 2022
Rethink Autism, Inc.	July 2022
Sam Houston State University	July 2022
Savvas Learning Company LLC (Gateway Education Holdings LLC)	July 2022
Scholastic Inc.	July 2022
Seedlyng Financial Education (iMar Learning Solutions LLC)	July 2022
Seidlitz Education	July 2022
Sew-Fit	July 2022
Solution Tree Inc.	July 2022
Specialized Assessment & Consulting	July 2022
Studies Weekly (American Legacy Publishing)	July 2022
TCASE Services by Design	July 2022
Teacher Created Materials	July 2022
Team Synergy, Inc.	July 2022

AWARD RFP #22-01-06:

Supplemental Contracted Educational Services and Professional Development Services

VENDOR	MONTH
The DDance Group, Inc	July 2022
The Latino Family Literacy Project (Lectura, Inc.)	July 2022
The Stepping Stones Group LLC	July 2022
Tieuel Legacy Entertainment	July 2022
Transcend Learning Consulting LLC	July 2022
Transformative Learning (Transformative Learning LLC)	July 2022
Uncharted Territory Solutions (Uncharted Territory LLC)	July 2022
VB Educator Consulting	July 2022
Visual Communication Services (Webbco Enterprises, LLC)	July 2022
Webster Therapy Center	July 2022
Youth Enrichments dba Enrichly	July 2022

Consider Award of RFP #22-01-07 Instructional Supplies & Materials for the Classroom

Recommendation:
That the Conroe Independent School District Board of Trustees consider awarding **RFP #22-01-07 Instructional Supplies & Materials for the Classroom** to the vendors listed on the attached tabulation and authorize the Superintendent to execute any documents necessary to effectuate purchases, as submitted by Mr. Darrin Rice, Chief Financial Officer, and Mr. Rick Reeves, Director of Purchasing & Warehouse, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
In order to provide a comprehensive list of vendors for staff to comply with laws related to Federal and State procurement laws, request for proposals pertaining to Instructional Supplies & Materials for the Classroom were emailed to registered vendors through the electronic eBidding system and advertised on the CISD Purchasing Website and multiple times in *The Courier*. This request allows vendors who may or may not be affiliated with a purchasing cooperative the opportunity to legally do business with Conroe ISD if the District so chooses. This request for proposal is also to supplement and expand the current pool of previously awarded vendors for instructional supplies for the District with a total estimated annual expenditure of approximately $7.5MM in this category. Vendors were asked to offer a percentage discount off shelf or catalog prices. Forty-two (42) vendors submitted a response; of those responses, approximately 68% of the vendors were not previously awarded by the District or purchasing cooperative. Contracts will remain firm through July 31, 2023, automatically renewing for four additional one-year terms, through July 31, 2027. Proposals were evaluated by the CISD Purchasing Department. Recommendations for award are noted on the attached list.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

EVALUATION POINTS
The bid proposals were evaluated based on the following scale:

TE Code	Description	Points
1	Purchase price;	55
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	10
4	Extent to which the goods or services meet the needs of the District;	5
5	Bidder's past relationship with the District;	10
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	0
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Any other relevant factors: Warranty and service of bidder	10
	Total Points	100

CONROE ISD TABULATION

RFP #22-01-07 INSTRUCTIONAL SUPPLIES AND MATERIALS FOR THE CLASSROOM

Vendor	Percentage Discount	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total Evaluation Score
Bamboo Learning	33%	55	10	10	10	5	0	0	0	10	100
The Library Store, Inc.	55%	55	10	10	10	5	0	0	0	10	100
Concourse Team Express LLC	20%	50	10	10	10	5	0	0	0	10	95
Gateway Printing & Office Supp	27%	50	10	10	10	5	0	0	0	10	95
Legends of Learning	25%	50	10	10	10	5	0	0	0	10	95
Next Level Libraries	25%	50	10	10	10	5	0	0	0	10	95
Texas Art Supply Company	20%	50	10	10	10	5	0	0	0	10	95
The Reading Warehouse	27%	50	10	10	10	5	0	0	0	10	95
Thinking Nation	23.5%	50	10	10	10	5	0	0	0	10	95
TinkRworks, Inc	20%	50	10	10	10	5	0	0	0	10	95
Cerebellum Corporation	15%	45	10	10	10	5	0	0	0	10	90
MAKSTIN GRAPHICS	10%	45	10	10	10	5	0	0	0	10	90
Quill Corporation	15%	45	10	10	10	5	0	0	0	10	90
Superior Text	10%	45	10	10	10	5	0	0	0	10	90
Youth Enrichments dba Enrichly	15%	45	10	10	10	5	0	0	0	10	90
A+ Computer Science	0%	40	10	10	10	5	0	0	0	10	85
CATCH Global Foundation	5%	40	10	10	10	5	0	0	0	10	85
Cengage Learning, Inc.	0%	40	10	10	10	5	0	0	0	10	85
Davis Publications, Inc.	0%	40	10	10	10	5	0	0	0	10	85
Earlychildhood LLC	3%	40	10	10	10	5	0	0	0	10	85
EdTech Games	0%	40	10	10	10	5	0	0	0	10	85
Educational Development Corpor	0%	40	10	10	10	5	0	0	0	10	85
Estrellita	0%	40	10	10	10	5	0	0	0	10	85
EyeTech Digital Systems, Inc.	5%	40	10	10	10	5	0	0	0	10	85
Follett Content Solutions, LLC	0%	40	10	10	10	5	0	0	0	10	85
Follett School Solutions, Inc.	0%	40	10	10	10	5	0	0	0	10	85
Frog Street Press, LLC	0%	40	10	10	10	5	0	0	0	10	85
GBCSTORIES.COM, LLC	0%	40	10	10	10	5	0	0	0	10	85
Hexco Inc	0%	40	10	10	10	5	0	0	0	10	85
Junior Library Guild	0%	40	10	10	10	5	0	0	0	10	85
Lowman Consulting LLC	0.1%	40	10	10	10	5	0	0	0	10	85
LRP Publications, Inc.	0%	40	10	10	10	5	0	0	0	10	85
Pacific Learning	2%	40	10	10	10	5	0	0	0	10	85
Really Good Stuff, LLC.	3%	40	10	10	10	5	0	0	0	10	85
Renaissance Learning, Inc.	0%	40	10	10	10	5	0	0	0	10	85
Sams Club # 4713	0%	40	10	10	10	5	0	0	0	10	85
School Outfitters	2%	40	10	10	10	5	0	0	0	10	85
Sonova USA Inc	0%	40	10	10	10	5	0	0	0	10	85
SUPER DUPER PUBLICATIONS	2%	40	10	10	10	5	0	0	0	10	85
Whole Phonics, Inc.	0%	40	10	10	10	5	0	0	0	10	85
WhyTry	0%	40	10	10	10	5	0	0	0	10	85
Yondr Inc	0%	40	10	10	10	5	0	0	0	10	85

Consider Award of RFP #22-01-08 Student Bus Monitoring & Parent Notification System

Recommendation:
That the Conroe Independent School District Board of Trustees consider awarding **RFP #22-01-08 – Student Bus Monitoring & Parent Notification System** to the vendor listed below for an estimated annual expenditure of $850,000 and authorize the Superintendent to execute any documents necessary to effectuate purchases, as submitted by Mr. Darrin Rice, Chief Financial Officer, and Mr. Rick Reeves, Director of Purchasing, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Recommended Vendor
Smart Tag

Explanation:
Request for Proposals (RFP) pertaining to the purchase of a Student Bus Monitoring & Parent Notification for the District were emailed to vendors through the electronic eBidding system and also advertised two times in *The Courier* and on the CISD Purchasing Website. Six vendors submitted a bid response. Line item and discount prices will be effective for one year, from time of award, automatically renewing annually for three (3) additional one-year terms through July 31, 2026. Proposals were evaluated by the Transportation Department and reviewed by the Purchasing Department. Funds for the purchase of the Student Bus Monitoring & Parent Notification System are provided from Federal/Grant Funds & the CISD General Fund. Best Value offers are recommended for Board award.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

EVALUATION POINTS

Line items on the proposal were evaluated on the following criteria listed below.

Evaluation Criteria		
TEA Code	**Description**	**Points**
1	Purchase price;	40
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	15
4	Extent to which the goods or services meet the needs of the District;	15
5	Bidder's past relationship with the District;	0
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	0
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Presentation of System	20
	Total Score	100

RFP #22-01-08 - Student Monitoring & Parent Notification System for School Buses

7/19/2022

Supplier Scoring Summary

Supplier	Rank	Score 100	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9
			40	10	15	15	0	0	0	0	20
SMART Tag	1	89	34	10	13	14	0	0	0	0	19
Safe Fleet	2	81	40	7	9	9	0	0	0	0	16

Bid Tabulation

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Software, Student Management System for School Buses					
Safe Fleet	1	EA	$245,403.00	$245,403.00	
SmartTag	1	EA	$122,540.00	$122,540.00	
Tablets, Student Management System for School Buses					
Safe Fleet	400	EA	$526.00	$210,400.00	Physical Dimensions
SmartTag	400	EA	$547.00	$218,800.00	Samsung Galaxy Tab Active3 rugged Android tablet with 8 inch screen display. Dimensionss of tablet: 8.42 x 4.9 x .39 inches WI-FI and 4G LTE cellular that accomodates Verizon, Tmobile or AT&T SIM cards
Mounting Hardware, Student Management System for School Buses					
Safe Fleet	550	EA	$175.00	$96,250.00	RAM® mount is used
SmartTag	550	EA	$329.85	$181,417.50	Typical mounting hardware consists of RAM mount base, arms & tablet charging cable. We use our own proprietary wiring harness and RFID card reader.
Student Cards, Student Management System for School Buses					
Safe Fleet	1	EA	$5.00	$5.00	Quantity to be specified
SmartTag	1	EA	$4.00	$4.00	
Student cards: A machine for each campus to create new, or replacement cards for students					
Safe Fleet	65	EA	$185.00	$12,025.00	Desktop reader. Printer not included
SmartTag	65	EA	$1,821.19	$118,377.35	Meets Specs
Installation fee associated with the initial implementation of the system					
Safe Fleet	550	EA	$275.00	$151,250.00	Includes MDT & Mounting H/W Installation
SmartTag	550	EA	$195.00	$107,250.00	Cost per bus for wiring, etc PLUS fees paid to their workers for travel from Georgetown TX
Installation fee for additional buses requiring install throughout the contract					
Safe Fleet	1	EA	$375.00	$375.00	Small Fleet Surcharge of $1000 would apply for installation quantities less than 10 buses.
SmartTag	1	EA	$195.00	$195.00	Plus fees associated with their employee travel from Georgetown TX
Annual fee associated with system					
Safe Fleet	1	EA	$270,000.00	$270,000.00	Includes annual software support and licensing fees associated with all provided software after initial year
SmartTag	1	EA	$259,515.00	$259,515.00	Minimum-additional features available
Maintenance fee after contract expires					
Safe Fleet	1	EA	$750.00	$750.00	Daily onsite technician / maintenance fee
SmartTag	1	EA	$0.00	$0.00	All fees listed in annual fee associated with system (previous line item)
Warranty for system supplies					
Safe Fleet	1	EA	$0.00	$0.00	Standard Warranty included in the base proposal; **Extended Warranty available upon request**
SmartTag	1	EA	$0.00	$0.00	Tablet: 6 month warranty on battery and no warranty on screen. All other hardware has a 1 year warranty. **Extended warranty for potential subsequent years 2,3,4 would be an annual cost of $29.99 per tablet, per year**.

Consider Award of RFP #22-04-05 Gasoline, Diesel, and Propane Fuel

Recommendation:
That the Conroe Independent School District Board of Trustees award **RFP #22-04-05 Gasoline, Diesel, and Propane Fuel** to the (3) three vendors listed below for an estimated annual expenditure of approximately **$4,500,000.00** and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Darrin Rice, Chief Financial Officer, and, Rick Reeves, Director of Purchasing, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Recommended Vendors	**Type of Fuel**
Midtex Oil LP	Regular Unleaded Gasoline, 87 Octane
Midtex Oil LP	Ultra Low Sulfur Diesel Fuel
Mansfield Oil Company of Gainsville Inc	Bio Diesel Fuel B5
AmeriGas Propane	Propane Fuel – Tank Delivery
AmeriGas Propane	Propane Fuel – Bobtail Delivery

Explanation:
Conroe ISD Purchasing Department conducted a request for proposals to vet qualified suppliers and then partnered with eBridge, a provider of a reverse auction (RA) bidding platform at no cost to the District, to secure pricing for the purchase of gasoline, diesel, and propane fuel for the District. A reverse auction is a secure, web-based, electronic sealed bidding process in which qualified suppliers competitively bid for defined product over a period of time. Electronic bid invitations were emailed to 157 vendors through the electronic eBidding system. Nine Vendors responded. The proposal was also advertised on the CISD Purchasing website and two times in *The Courier*.

Gasoline and Diesel vendors were asked to propose a price differential above or below the average price on the Petroleum Administration for Defense District (PADD) III Report published for Houston, Texas, by the Oil Price Information Service (OPIS). PADDs are utilized today to track regional movements of crude oil and petroleum products in the United States. Propane vendors were asked to propose a price differential above or below the average price on the Butane Propane National (BPN) price for Houston, Texas. The price of fuel delivered during the contract term will be determined by applying the differential bid to the OPIS Daily Rack Average or the BPN price in effect on the date of delivery. The differential is all-inclusive, including any applicable fee, tax, state fee, or any other cost. Awarded differential shall remain firm for one year, through July 2023, automatically renewing annually for two additional one year terms, through July 2025. Price comparisons with the current bid shows a differential net decrease of 3%. Proposals were evaluated by the Transportation Department and reviewed by the Purchasing Department. Funds are provided in the General Fund. Recommendation for award is noted on the attached summary sheet.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

RFP #22-04-05 - Gasoline, Diesel, and Propane Fuel - Reverse Auction
Tabulation

	Supplier		QTY	UOM	Price	Evaluation Score
1	**Regular Unleaded Gasoline, 87 Octane - Net Price Differential above the average price on the PAD 3 Report published for Houston, Texas, by the Oil Price Information Service (OPIS).**					
	Midtex Oil LP		1	Gallon	$0.9875	99.67
	Fikes Wholesale, Inc		1	Gallon	$0.9858	96.00
	Saratoga Rack Marketing LLC		1	Gallon	$1.0012	95.00
	Mansfield Oil Company of Gainsville, Inc		1	Gallon	$1.0452	95.00
	NGL Energy Partners		1	Gallon	$1.0395	92.00
	Petroleum Traders Corporation		1	Gallon	$1.0841	91.67
	Sun Coast Resources		1	Gallon	$1.0398	90.67
	Pinnacle Petroleum, Inc		1	Gallon	$1.0779	89.00
2	**Texas Low Emission, Ultra Low Sulfur Diesel Fuel - Net Price Differential above the average price on the PAD 3 Report published for Houston, Texas, by the Oil Price Information Service (OPIS).**					
*	Midtex Oil, LP		1	Gallon	$0.9875	99.00
	Mansfield Oil Company of Gainsville, Inc		1	Gallon	$0.9944	99.00
	Petroleum Traders Corp		1	Gallon	$0.9819	98.67
	Saratoga Rack Marketing LLC		1	Gallon	$0.9802	96.00
	Pinnacle Petroleum, Inc		1	Gallon	$0.9868	95.00
	Fikes Wholesale, Inc		1	Gallon	$0.9925	95.00
	NGL Energy Partners		1	Gallon	$1.0385	92.00
	Sun Coast Resources		1	Gallon	$1.0398	89.33
3	**Bio Diesel Fuel B5, Per Specifications -Net Price Differential above the average price on the PAD 3 Report published for Houston, Texas, by the Oil Price Information Service (OPIS).**					
*	Mansfield Oil Company of Gainsville, Inc		1	Gallon	$0.9944	99.00
	Midtex Oil, LP		1	Gallon	$0.9875	99.00
	Petroleum Traders Corp		1	Gallon	$1.0069	98.00
	Pinnacle Petroleum, Inc		1	Gallon	$0.9804	96.00
	Sun Coast Resources		1	Gallon	$1.0398	90.00
	NGL Energy Partners		1	Gallon	$1.1005	87.00
4	**Propane Fuel - Net Price Differential above the average price on the Butane Propane National (BPN) price report for Houston, Texas.**					
	Amerigas Propane		1	Gallon	$1.1980	100.00
5	**Propane Fuel, Bob-Tail Fueling - Net Price Differential above the average price on the Butane Propane National (BPN) price report for Houston, Texas.**					
	Amerigas Propane		1	Gallon	$1.2970	100.00

* Decided by Drawing of Lots

Consider Award of RFP #22-05-07 Charter Bus & Student Group Travel Services

Recommendation:
That the Conroe Independent School District Board of Trustees consider awarding **RFP #22-05-07 Charter Bus & Student Group Travel Services** to the (14) Fourteen vendors listed for an estimated annual expenditure of **$570,000**, and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Purchasing, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Recommended Vendor	Section I Charter Bus	Section II Student Group Travel
AFC Transportation (GBJ Inc)	X	
American Classic Tours & Music Festivals (American Classic Tours & Music Festivals, LLC)		X
ee tours (ee tours inc.)		X
EF Educational Tours		X
First Class Transportation, LLC	X	
Grand Transportation dba Sam's Limousine & Transportation	X	
Group Travel Consultants		X
Kerrville Bus/Coach USA (Kerrville Bus)	X	
Perform America-Texas, LLC.	X	X
Royal Carriages Limousine	X	
School Tours of America		X
Texas Music Festivals Enterprise, Inc	X	X
Tour-Rific of Texas	X	X
Western Motorcoach, Inc	X	

Explanation:
Request for Proposals pertaining to charter bus and group student travel for the District were emailed to registered vendors through the CISD eBidding system and also advertised on the CISD Purchasing website and two times in *The Courier*. Vendors were asked to provide pricing for charter bus and/or student group travel needs as well as current rates and sample quotes for common trip scenarios. Fourteen vendors submitted a response. The service contract shall be valid for one year, through July 2023, with an option to renew annually for two (2) additional one-year terms through July 2025. Proposals were evaluated by the Fine Arts Department, Athletic Department, and the Assistant Superintendent of Secondary Education and reviewed by the Purchasing Department. Funds are provided in the General Fund. Recommendation for award is noted on the attached summary sheet.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

RFP #22-05-07 - Charter Bus & Student Group Travel Service
Charter Bus Supplier Scoring Summary

Description	Rank	Score	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9
			20	20	20	10	20	1	1	3	5
First Class Transportation, LLC	1	72	18	13	13	7	13	1	1	3	4
Perform America-Texas, LLC.	2	72	18	13	13	7	13	1	1	3	4
Grand Transportation dba Sams	3	71	18	13	13	7	13	1	1	3	4
AFC Transportation	4	69	15	13	13	7	13	1	1	3	4
Kerrville Bus Coach USA	5	69	15	13	13	7	13	1	1	3	4
Tour-Rific of Texas	6	69	15	13	13	7	13	1	1	3	4
Western Motorcoach, Inc	7	67	16	13	13	6	13	1	1	3	3
Texas Music Festivals Enterpri	8	66	19	11	11	7	11	1	1	3	3
Royal Carriages Limousine	9	64	13	13	13	7	10	1	1	3	4
B H Goodman Bus Service, Inc.	10	57	10	11	11	6	12	1	1	3	3

RFP #22-05-07 - Charter Bus & Student Group Travel Service
Student Group Travel Supplier Scoring Summary

Description	Rank	Score	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9
			20	20	20	10	20	1	1	3	5
Tour-Rific of Texas	1	74	20	13	13	7	13	0	1	3	4
ee tours	2	71	17	13	13	7	13	0	1	3	4
Group Travel Consultants	3	69	15	13	13	7	13	0	1	3	4
American Classic Tours & Music	4	68	14	13	13	7	13	0	1	3	4
Perform America-Texas, LLC.	5	68	14	13	13	7	13	0	1	3	4
EF Educational Tours	6	67	13	13	13	7	13	0	1	3	4
Texas Music Festivals Enterpri	7	64	16	12	12	6	12	0	1	3	3
School Tours of America	8	63	12	13	13	6	13	0	1	3	3

CONROE ISD RFP #22-05-07 - CHARTER BUS & STUDENT GROUP TRAVEL SERVICE
Charter Bid Tabulation

	1	2	3	4	5	6	10	11	12	13
Lines 1-6 - Standard rate for the first four (4) hours; including: air conditioned, with restrooms, TV & DVD. Departing from Conroe ISD Administration building and returning to Conroe ISD Administration. Lines 10 - 13 - quote (total) for a sample trip	**20-25 passenger (Mon - Thurs)**	**additional hour 20-25 passenger (Mon - Thurs)**	**54 - 56 passenger (Mon - Thurs)**	**additional hour 54 - 56 passenger (Mon - Thurs)**	**54 - 56 passenger (Fri - Sun)**	**additional hour 54 - 56 passenger (Fri - Sun)**	**22 passenger Depart 8:30 am. Return 3:30 pm on Thurs in April. Travel from CISD Admin Bldg to GRB Convention Center, Houston.**	**55 passenger Varsity Football needs 4 motorcoaches. Depart 3:30 pm. Return 11:30 pm on Fri. in Sept. Travel from TWHS to Lufkin HS.**	**55 passenger 4th grade needs 3 motorcoaches. Depart 8:30 am. Return 2:30 pm on Wed in May. Travel from OR Elem to the Houston Zoo.**	**55 passenger CHS Choir needs 1 motorcoach. Depart noon on a Fri in March. Return 11:00 pm on Sat. Travel from CHS to Dallas Convention Center.*No driver's hotel room.***
B H Goodman Bus Service, Inc.										
Grand Transportation dba Sam's Limousine & Transportaton			$125.00	$125.00	$125.00	$125.00				
Tour-Rific of Texas			$700.00	$135.00	$700.00	$135.00				$3,390.00
Texas Music Festivals Enterprise, Inc			$190.00	$190.00	$190.00	$190.00		$1,520.00	$1,140.00	$2,090.00
Perform America-Texas, LLC.	$550.00	$125.00	$550.00	$125.00	$550.00	$125.00	$875.00	$1,000.00	$750.00	$2,150.00
Kerrville Bus Coach USA (Kerrville Bus)			$742.50	$137.50	$742.50	$137.50		$4,950.00	$2,887.50	$3,300.00
First Class Transportation, LLC	$567.00	$106.00	$670.00	$113.00	$670.00	$113.00	$810.16	$5,765.17	$2,442.96	$3,103.36
Western Motorcoach, Inc	$520.00	$130.00	$630.00	$155.00	$620.00	$155.00	$945.00	$4,960.00	$3,255.00	$3,700.00
AFC Transportation (GBJ Inc)	$600.00	$150.00	$600.00	$150.00	$600.00	$150.00	$1,207.50	$5,695.52	$3,105.00	$4,000.00
Royal Carriages Limousine	$750.00	$125.00	$900.00	$150.00	$900.00	$150.00	$1,220.00	$6,510.00	$3,900.00	$5,700.00

Consider Approval of RFP #22-05-09 Grease Trap Services

Recommendation:
That the Conroe Independent School District Board of Trustees award RFP #22-05-09 – Grease Trap Services to Magna Flow Environmental, Inc. for an estimated annual expenditure of $100,000 and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Purchasing, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Request for Proposals (RFP) pertaining to the purchase of Grease Trap Services for the District were emailed to registered vendors through the electronic CISD eBidding system. Two vendors submitted a response. The request for proposal was advertised two (2) times in The Conroe Courier. Vendors were asked to provide firm prices for cleaning the CISD grease traps. The contract term shall be July 21, 2022 through July 31, 2023, automatically renewing for two (2) additional one (1) year terms. Proposals were evaluated by the Custodial and Maintenance Departments and reviewed by the Purchasing Department. Best Value offers are recommended for Board award as noted on the attached tabulation. Funds for these purchases are provided in the General Fund.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

EVALUATION POINTS
The bid proposals shall be evaluated based on the following scale:

TE Code	Description	Points
1	Purchase price;	40
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	10
4	Extent to which the goods or services meet the needs of the District;	10
5	Bidder's past relationship with the District;	15
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	10
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Billing discrepancies from previous billing cycles	5
	Total Points	100

RFP #22-05-09 - Grease Trap Services - Grease Trap Services

Bid Tabulation

Supplier Scoring Summary

Supplier	Rank	Score 100	Criteria 1 40	Criteria 2 10	Criteria 3 10	Criteria 4 10	Criteria 5 15	Criteria 7 10	Criteria 9 5
Magna Flow Environmental, Inc.	1	93	40	9	9	9	13	10	4
Waterworks Utilities INC	2	74	34	6	6	6	8	10	4

Criteria 6, 8 **were all zero points

				Magna Flow Environmental, Inc.		Waterworks Utilities, Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Price per Gallon (PPG) for servicing the CISD Grease Traps.	262,635	Gal.	$0.21	$55,153.35	$0.25	$65,658.75
2	Emergency fee	1	EA	$275.00		$500.00	
Pricing Notes				None		Plus disposal gallons 0.25 PPG for emergency	
Price includes all fees related to the servicing of the traps including fuel surcharges, discharge fees, franchise fees, administration fees, processing fees, etc.				Yes		Yes	
Define what you consider an emergency where the emergency fee would apply.				IF you call for an emergency pump on a trap, lift station etc. and we have to pull a truck & driver off route to preform the service that same day.		Same day response	

Consider Approval of CSP #22-05-11 Network and IP Phone System for Flex #22 Campus

Recommendation:
That the Conroe Independent School District Board of Trustees consider approval of **CSP #22-05-11 Network and IP Phone System for Flex #22 Campus** to **Data Vox, Inc**., for an estimated expenditure of $750,000 and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Purchasing & Warehouse, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Notifications of Proposal pertaining to the purchase of Network and IP Phone Systems for the Flex #22 campus technology project were distributed to potential providers through the Districts e-bid system. The proposal was advertised on the CISD Purchasing website and two times in *The Courier*. Under this CSP, Network and IP Phone Systems for the campus will consist of any combination of the following items: wireless access points, routers, switches, racks for routers and switches, phones, uninterrupted power supply, and any cabling and cabling components related to the installation and operation of these devices. Two (2) vendors submitted qualifying bid responses. Pricing for this project shall be effective upon Board award through September 30, 2023, with an option to automatically renew annually for two additional one-year terms. The proposal shall include all costs to complete services required. Proposals were evaluated by members of the Technology Department and reviewed by the Purchasing Department. Best Value offers are recommended for Board approval and noted on the attached summary sheet. Funding will be provided in the District Bond fund.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Mr. Darrin Rice
Chief Financial Officer

Mr. Rick Reeves
Director of Purchasing & Warehouse

SUBJECT: CONSIDER APPROVAL OF CSP #22-05-11 – Network and IP Phone System for Flex #22 Campus

Evaluation Criteria used in the CSP.

TEA Code	Evaluation Criteria	Points
1	Purchase price of Total Project Cost;	20
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	10
4	Extent to which the goods or services meet the needs of the District;	15
5	Bidder's past relationship with the District;	15
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	10
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Warranty and service of bidder;	10
9	Bidder's ability to manage a turnkey project;	10

CSP #22-05-11 – Network and IP Phone System for Flex #22 Campus - Flex #22

The following summary details the recommended vendor for award. The summary also provides the number of points awarded through the evaluation and scoring process. Average scores are out of a possible 100 points for services provided.

Supplier	Rank	Score	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Criteria 10
			20	10	10	15	15	1	10	1	10	10
Datavox	1	91	20	9	9	14	14	0	8	0	9	9
Netsync Network Solutions	2	79	19	7	7	13	12	0	7	0	8	7

Consider Approval of a Resolution Authorizing the District to Enter into an Interlocal Purchase Agreement with the City Of Fort Worth and Authorize the Superintendent to Negotiate and Execute any Documents Necessary to Effectuate the Agreement

Recommendation:
That the Conroe Independent School District Board of Trustees adopt a resolution authorizing the District to enter into an interlocal purchase agreement with the City of Fort Worth, as submitted by Mr. Darrin Rice, Chief Financial Officer, and Mr. Rick Reeves, Director of Purchasing & Warehouse, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Pursuant to Texas Local Government Code Section 271.102, which authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In addition, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, state agencies or local governments, including public school districts, are encouraged to engage in cooperative purchasing to achieve savings and/or create efficiencies in the purchase of goods and/or services.

The City of Fort Worth, by this agreement, agrees to enter into a cooperative purchasing program between Fort Worth and the District to allow both Parties to purchase materials, supplies, goods, services, or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code. In particular, the District requests to join the City of Forth Worth J.P. Morgan Chase Commercial Card Consortium contract, which is used by multiple Texas school districts for purchasing and travel cards to meet the needs of the District. There are no fees associated with this agreement.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Purchasing & Warehouse

FORT WORTH CITY SECRETARY
CONTRACT NO. _____

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the date written below between the Conroe Independent School District and the City of Fort Worth, Texas ("Fort Worth").

WHEREAS, both the Conroe Independent School District and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, the Conroe Independent School District and Fort Worth are authorized by Section 271.102 of the Local Government Code to Conroe Independent School District and Fort Worth agree as follows:

SECTION 1. The purpose of this Agreement is to provide the Conroe Independent School District and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

SECTION 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

SECTION 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

SECTION 6. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

SECTION 7. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate Conroe Independent School District or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

EXECUTED this **19th** day of **July**, 2022

CITY OF FORT WORTH	**Conroe Independent School District**
200 Texas Street	**3205 West Davis**
Fort Worth, Texas 76102	**Conroe, Texas 77304**
By: _____	By: _____
Title:_____	Title: _____

APPROVED AS TO
FORM AND LEGALITY:

Assistant City Attorney	Entity Attorney Title
M&C P-12061, June 13, 2017	RFP No. 21-0095 March 17, 2021
Contract Authorization	Contract Authorization
City Secretary	
Date	Date

Recommended By:

Rick Reeves, Director of Purchasing & Warehouse

NOTICE OF PUBLIC HEARING TO DISCUSS BUDGET AND PROPOSED TAX RATE

Conroe ISD will hold a Public Hearing Tuesday, August 2, 2022 during a Special Meeting of the Board of Trustees beginning at 6:00 p.m. in the Board Room of the Administration Building at 3205 W. Davis, Conroe, TX 77304. The purpose of this meeting is to discuss the District's 2022-2023 budget that will determine the tax rate to be adopted.

In accordance with Board Policy BED, public comment is welcome, but is limited to only this item.

This will be the first of two planned public meetings to discuss the proposed 2022-2023 budget and tax rate.

Although a quorum of Board Trustees may be present, no official business will be conducted.

_____

Dr. Curtis Null
Superintendent of Schools

Posted: July 29, 2022 at 4:00 PM

Receive Financial Reports

Recommendation:
That the Conroe Independent School District Board of Trustees accept the attached year-to-date financial reports for information as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:
Each month we provide you with copies of various year-to-date financial reports for your perusal and filing.

Policy Reference: Legal and Local Board Policy CFA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Karen Garza
Director of Finance

CONROE INDEPENDENT SCHOOL DISTRICT
BALANCE SHEET
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED
JUNE 30, 2022

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
ASSETS				
Cash and Investments	$ 255,282,906	$ 49,149,064	$ 13,995,105	$ 7,143,516
Property Taxes	16,043,562	4,441,755	-	-
Allowance for Uncollectible Taxes	(1,499,987)	(293,316)	-	-
Due From Other Governments	-	-	-	-
Accrued Interest	13,641	-	-	-
Due From Other Funds	-	-	-	-
Sundry Receivables	5,319	-	360	445,000
Inventories, at Cost	3,237,035	-	1,063,722	-
Total Assets	$ 273,082,476	$ 53,297,503	$ 15,059,187	$ 7,588,516
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts Payable	$ 82,618	$ -	$ 4,578	$ 3,214,700
Payroll Deductions and Withholdings Payable	10,197,322	-	-	-
Due to Other Funds	-	-	-	-
Due to Other Governments	-	-	-	-
Deferred Revenue	13,796,589	3,945,062	650,824	-
Total Liabilities	24,076,529	3,945,062	655,402	3,214,700
FUND BALANCES				
Nonspendable:				
Inventory	3,237,035	-	1,063,722	-
Restricted for:				
Food Service Operations	-	-	13,340,063	-
Debt Service	-	49,352,441	-	-
Committed:	-	-	-	4,373,816
Assigned:	7,047,829	-	-	-
Unassigned:	238,721,083	-	-	-
Total Fund Balances	249,005,947	49,352,441	14,403,785	4,373,816
Total Liabilities and Fund Balances	$ 273,082,476	$ 53,297,503	$ 15,059,187	$ 7,588,516

CONROE INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED
FOR THE MONTH ENDED June 30, 2022

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
REVENUES				
Local and Intermediate Sources	$ 392,580,569	$ 110,252,020	$ 2,850,564	$ 45,183,671
State Program Revenues	116,869,566	1,376,744	85,219	-
Federal Program Revenues	12,754,548	-	30,318,611	-
Total Revenues	522,204,683	111,628,764	33,254,394	45,183,671
EXPENDITURES				
Current:				
Instruction	271,512,693	-	-	-
Instructional Resources & Media Service	4,619,809	-	-	-
Curriculum & Instructional Staff Development	6,647,085	-	-	-
Instructional Administration	4,706,207	-	-	-
School Administration	28,397,906	-	-	-
Guidance and Counseling	16,069,535	-	-	-
Social Work Services	1,054,013	-	-	-
Health Services	476,580	-	-	-
Student (Pupil) Transportation	24,238,569	-	-	-
Food Services	-	-	20,716,071	-
Cocurricular/Extracurricular Activities	10,741,665	-	-	-
General Administration	7,892,226	-	-	48,162,420
Plant Maintenance and Operations	44,322,136	-	1,565,414	-
Security and Monitoring Services	6,804,121	-	-	-
Data Processing Services	6,405,984	-	-	-
Community Services	4,390	-	-	-
Debt Service	-	81,133,373	-	-
Facilities Acquisition and Construction	538,004	-	-	-
Other Intergovernmental Charges	3,862,902	-	-	-
Total Expenditures	438,293,825	81,133,373	22,281,485	48,162,420
Excess of Revenues Over (Under) Expenditures	83,910,858	30,495,391	10,972,909	(2,978,749)
OTHER FINANCING SOURCES AND (USES)				
Refunding Bonds Issued	-	-	-	-
Premium or Discount on Issuance of Bonds		-		
Capital-Related Debt Issuance	-	-	-	-
Other (Uses), Sources	(16,000,000)	-	-	-
Payment to Bond Refunding Escrow Agent	-	1,162,676	-	-
Total Other Financing Sources and (Uses)	(16,000,000)	1,162,676	-	-
Net Change in Fund Balances	67,910,858	31,658,067	10,972,909	(2,978,749)
Fund Balance - Beginning	181,095,089	17,694,374	3,430,876	7,352,565
Fund Balance - Ending	$ 249,005,947	$ 49,352,441	$ 14,403,785	$ 4,373,816

Conroe Independent School District
Projected Annual Revenues, Expenditures and Fund Balance
General Funds, Debt Service, and Child Nutrition
Projected to August 31, 2022

	General Fund			Debt Service			Child Nutrition		
	Amended Budget	Projected To 8-31-22	Variance	Amended Budget	Projected To 8-31-22	Variance	Amended Budget	Projected To 8-31-22	Variance
Revenues									
5700 Local Revenues	$ 399,852,567	$ 395,854,041	$ (3,998,526)	$ 112,100,127	$ 110,979,126	$ (1,121,001)	$ 4,228,036	$ 2,874,503	$ (1,353,533)
5800 State Revenues	186,282,628	206,676,471	20,393,843	1,540,370	1,339,495	(200,875)	-	85,219	85,219
5900 Federal Revenues	3,198,000	13,012,176	9,814,176	-	-	-	29,771,964	34,024,536	4,252,572
Total Revenues	589,333,195	615,542,688	26,209,493	113,640,497	112,318,621	(1,321,876)	34,000,000	36,984,258	2,984,258
Expenditures									
6100 Payroll	537,730,985	527,384,073	10,346,912	-	-	-	9,430,000	9,595,799	(165,799)
6200 Contracted Services	35,818,499	31,520,279	4,298,220	-	-	-	2,499,695	2,433,834	65,861
6300 Supplies	23,897,765	19,596,167	4,301,598	-	-	-	21,960,703	15,739,387	6,221,316
6400 Other Operating	8,344,188	7,676,653	667,535	-	-	-	40,000	28,990	11,010
6500 Debt Service	-	-	-	108,078,948	111,815,681	(3,736,733)	-	-	-
6600 Capital Outlay	2,834,749	2,409,537	425,212	-	-	-	514,195	384,997	129,198
Total Expenditures	608,626,186	588,586,709	20,039,477	108,078,948	111,815,681	(3,736,733)	34,444,593	28,183,007	6,261,586
Other Financing Sources (uses)									
4999 Other Resources (uses)	(16,000,000)	(16,000,000)	-	-	1,162,676	1,162,676	-	-	-
Net Change in Fund Balance	(35,292,991)	10,955,979	46,248,970	5,561,549	1,665,616	(3,895,933)	(444,593)	8,801,251	9,245,844
Fund Balance September 1	181,095,089	181,095,089	-	17,694,374	17,694,374	-	3,430,877	3,430,877	-
Fund Balance August 31	$ 145,802,098	$ 192,051,068	$ 46,248,970	$ 23,255,923	$ 19,359,990	$ (3,895,933)	$ 2,986,284	$ 12,232,128	$ 9,245,844

*** Projected**

CONROE INDEPENDENT SCHOOL DISTRICT
SUMMARY
TAX COLLECTIONS AND COMPARISONS
June 2022

	Monthly Collections	2021-22 Year-to-Date	2021-22 Percent Collected	2020-21 Year-to-Date	2020-21 Percent Collected	Year to Date Inc./(Dec.)
Re-certified Tax Levy		507,037,499		486,462,884		
Current Collections	2,264,772.08	493,997,863.85	97.428%	475,170,590.58	97.679%	-0.2504%
Delinquent Collections	223,605.36	2,482,807.47		2,163,737.48		
Penalty & Interest	342,979.05	2,353,902.99		2,182,536.69		
Total	2,831,356.49	498,834,574.31	98.3822%	479,516,864.75	98.5721%	-0.1900%

Self-Funded Health Insurance
Conroe ISD Self-Funded Health Insurance Fund
2021-2022

	September 21	October 21	November 21	December 21	January 22	February 22	March 22	April 22	May 22	June 22	Total 2021-2022	Average 2021-2022
Revenues												
Premiums:												
District	$ 2,527,482	$ 2,570,298	$ 2,584,570	$ 2,581,002	$ 2,574,758	$ 2,563,162	$ 2,561,378	$ 2,553,350	$ 2,549,782	$ 2,525,698	$ 25,591,480	$ 2,559,148
Employee	1,851,293	1,936,867	1,943,067	1,944,631	1,981,004	1,890,987	1,938,343	1,920,555	1,962,074	1,904,751	19,273,572	1,927,357
Interest	538	570	485	475	685	620	1,696	2,361	4,085	4,042	15,557	1,556
Total Revenues	4,379,313	4,507,735	4,528,122	4,526,108	4,556,447	4,454,769	4,501,417	4,476,266	4,515,941	4,434,491	44,880,609	4,488,061
Expenses												
Claims	4,619,728	3,867,738	5,303,087	5,330,386	3,744,659	3,880,085	5,025,587	4,732,402	4,775,592	5,235,425	46,514,689	$ 4,651,469
Pharmacy Rebate/Stop Loss	(238,840)	(259,491)	(271,289)	(557,153)	(591,568)	(297,198)	(376,840)	(300,000)	(484,145)	(1,164,760)	(4,541,284)	(454,128)
Admin/Stop Loss /Clinic	507,605	523,049	530,504	522,107	526,505	376,489	524,314	515,071	584,332	549,762	5,159,739	515,974
Total Expenses	4,888,493	4,131,296	5,562,302	5,295,340	3,679,596	3,959,376	5,173,061	4,947,473	4,875,779	4,620,427	47,133,144	4,713,314
Revenues Over (Under) Expenses	$ (509,180)	$ 376,439	$ (1,034,180)	$ (769,232)	$ 876,851	$ 495,393	$ (671,644)	$ (471,207)	$ (359,838)	$ (185,936)	$ (2,252,535)	$ (225,253)
Conroe ISD Wellness Centers	386	331	358	285	352	355	422	309	355	440	3,593	359

Status of 2019 Bond Referendum & Capital Projects

As of 6/30/22

Project Description	Original Bond Budget	Budget Adjustments	Adjusted Budget	Funds Expended & Encumbered	Estimate to Complete	Expected Completion	% Complete
NEW CAMPUSES & ADDITIONS							
Hope Elementary - 134	$ 35,079,000	$ (2,000,000)	$ 33,079,000	$ 32,467,819	$ -	May-21	100.0%
Gordon-Reed Elementary - 135	37,184,000	-	37,184,000	35,015,924	2,168,076	May-22	98.0%
Hines Elem- Flex 22- 136	39,415,000	-	39,415,000	36,781,579	2,633,421	May-23	20.0%
Caney Creek Elem Flex 23	39,415,000	-	39,415,000	1,600,000	37,815,000	May-24	0.0%
Conroe HS 9th Additions	11,385,000	-	11,385,000	10,117,888	1,267,112	May-22	96.0%
Moorhead JHS- 056	80,630,000	-	80,630,000	68,950,322	11,679,678	May-23	69.0%
Caney Creek HS	8,936,000	-	8,936,000	8,239,823	696,177	May-23	18.0%
South County CTE at Oak Ridge	10,516,000	-	10,516,000	9,900,661	615,339	May-23	99.0%
The Woodlands CP Addition	9,864,000	(1,000,000)	8,864,000	9,150,525	-	Jul-21	100.0%
The Woodlands HS Addition	11,192,000	-	11,192,000	11,192,000	-	Jul-21	100.0%
York JHS Addition	15,500,000	2,000,000	17,500,000	17,291,263	-	Jul-21	100.0%
Collins PE Addition	6,000,000	-	6,000,000	5,552,715	447,285	Dec-22	8.0%
Runyan PE Addition	4,700,000	-	4,700,000	4,565,481	-	Dec-20	100.0%
Wilkerson PE Addition	6,000,000	-	6,000,000	5,266,441	733,559	Dec-21	95.0%
CAMPUS RENOVATIONS							
Conroe HS Renovation	144,247,000	17,000,000	161,247,000	38,858,071	122,388,929	Aug-25	32.0%
Oak Ridge HS Systems Overhaul	45,100,000	-	45,100,000	41,889,360	3,210,640	May-23	38.0%
Multi-Campus Renovations	49,900,000	-	49,900,000	30,587,619	19,312,381	Aug-24	52.0%
OTHER DISTRICT NEEDS							
Safety & Security	44,472,000	-	44,472,000	30,486,811	13,985,189	Dec-24	50.0%
Transportation Center	11,500,000	-	11,500,000	-	11,500,000	May-24	0.8%
Buses	8,500,000	-	8,500,000	5,100,000	3,400,000	Dec-24	60.0%
Technology	5,000,000	-	5,000,000	2,998,595	2,001,405	Dec-24	60.0%
Land Purchases	10,000,000	-	10,000,000	5,429,603	4,570,397	Dec-24	54.3%
Totals	**$ 634,535,000**	**$16,000,000**	**$ 650,535,000**	**$411,442,500**	**$238,424,588**		
Contingency	**19,035,000**	**(16,000,000)**	**3,035,000**				
Grand Total	**$ 653,570,000**		**$ 653,570,000**				

School Bonds Authorized	**$ 653,570,000**
School Bonds Sold	**488,500,000**
Balance to Sell	**$ 165,070,000**

GASB 31 Compliance
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
06/01/22 - 06/30/22

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 06/01/22	Beginning Unit Price	Par Value On 06/01/22	Reported Value 06/01/22	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 06/30/22	Price Source 06/30/22	Reported Value 06/30/22	Change in Fair Value	Interest	Net Investment Income
3130AJ7E3	20-0012	FHLB 1.375 02/17/23	03/04/20	Open	Fair Value	-4.0408	FTI	0.996294	2,070,000.00	2,062,328.58	0.00	0.00	0.991762	2,070,000.00	FTI	2,052,947.34	-9,381.24	2,371.88	-7,009.36
67759HLD4	20-0013	OHIO STATE 1.592 10/01/22	05/08/20	Open	Fair Value	0.3265	FTI	1.000255	2,450,000.00	2,450,624.75	0.00	0.00	0.999201	2,450,000.00	FTI	2,448,042.45	-2,582.30	3,250.33	668.03
59333FYQ7	20-0014	MIAMI-DADE COUNTY FLORIDA 0.65 07/01/22	06/24/20	Open	Fair Value	1.5164	FTI	0.999278	700,000.00	699,494.60	0.00	0.00	1.000000	700,000.00	FTI	700,000.00	505.40	379.17	884.57
977123X45	20-0015	WISCONSIN ST 0.301 07/01/22	07/30/20	Open	Fair Value	1.1062	FTI	0.999329	1,800,000.00	1,798,792.20	0.00	0.00	1.000000	1,800,000.00	FTI	1,800,000.00	1,207.80	451.50	1,659.30
977123X52	20-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	Open	Fair Value	-3.5412	FTI	0.978896	2,000,000.00	1,957,792.00	0.00	0.00	0.975595	2,000,000.00	FTI	1,951,190.00	-6,602.00	700.00	-5,902.00
938429S24	21-0002	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	Open	Fair Value	-4.6238	FTI	1.002927	1,000,000.00	1,002,927.00	0.00	0.00	0.996827	1,000,000.00	FTI	996,827.00	-6,100.00	2,143.33	-3,956.67
34153QUB0	21-0003	Florida St Brd Ed Pub Ed Taxabl 0.29 06/01/23	10/22/20	Open	Fair Value	-4.7308	FTI	0.979738	1,500,000.00	1,469,607.00	0.00	0.00	0.975554	1,500,000.00	FTI	1,463,331.00	-6,276.00	362.50	-5,913.50
677765GU7	21-0006	Ohlone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	Open	Fair Value	-4.6222	FTI	0.991238	1,250,000.00	1,239,047.50	0.00	0.00	0.985857	1,250,000.00	FTI	1,232,321.25	-6,726.25	1,816.67	-4,909.58
968657JG2	21-0007	Will Cnty Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	Open	Fair Value	-4.1610	FTI	0.966627	1,000,000.00	966,627.00	0.00	0.00	0.962852	1,000,000.00	FTI	962,852.00	-3,775.00	307.50	-3,467.50
798186N65	21-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	01/20/21	Open	Fair Value	-1.7170	FTI	0.972768	1,000,000.00	972,768.00	0.00	0.00	0.971153	1,000,000.00	FTI	971,153.00	-1,615.00	184.17	-1,430.83
91282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	Open	Fair Value	-8.3945	FTI	0.964219	2,200,000.00	2,121,281.80	0.00	0.00	0.957227	2,200,000.00	FTI	2,105,899.40	-15,382.40	227.90	-15,154.50
91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	Open	Fair Value	-7.7922	FTI	0.961328	1,700,000.00	1,634,257.60	0.00	0.00	0.954609	1,700,000.00	FTI	1,622,835.30	-11,422.30	522.54	-10,899.76
91417NAY1	21-0012	University Colo Enterprise Sys 0.347 06/01/23	04/13/21	Open	Fair Value	-4.6234	FTI	0.979331	1,100,000.00	1,077,264.10	0.00	0.00	0.975189	1,100,000.00	FTI	1,072,707.90	-4,556.20	318.08	-4,238.12
446201AB1	21-0013	Huntington Beach Calif Pension 0.381 06/15/23	04/01/21	Open	Fair Value	-4.0686	FTI	0.974131	1,000,000.00	974,131.00	0.00	0.00	0.970423	1,000,000.00	FTI	970,423.00	-3,708.00	317.50	-3,390.50
382529AC9	21-0014	Goodyear Ariz Excise Tax Rev Ta 0.36 07/01/23	05/06/21	Open	Fair Value	-6.6528	FTI	0.979200	500,000.00	489,600.00	0.00	0.00	0.973356	500,000.00	FTI	486,678.00	-2,922.00	150.00	-2,772.00
91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	Open	Fair Value	-7.4470	FTI	0.954570	1,300,000.00	1,240,941.00	0.00	0.00	0.948281	1,300,000.00	FTI	1,232,765.30	-8,175.70	267.08	-7,908.62
91282CBE0	21-0016	Treasury Note 0.125 01/15/24	07/01/21	Open	Fair Value	-8.4208	FTI	0.964219	800,000.00	771,375.20	0.00	0.00	0.957227	800,000.00	FTI	765,781.60	-5,593.60	82.87	-5,510.73
91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	Open	Fair Value	-7.4359	FTI	0.954570	1,700,000.00	1,622,769.00	0.00	0.00	0.948281	1,700,000.00	FTI	1,612,077.70	-10,691.30	349.25	-10,342.05
91282CBV2	21-0018	Treasury Note 0.375 04/15/24	07/01/21	Open	Fair Value	-7.8074	FTI	0.961328	1,300,000.00	1,249,726.40	0.00	0.00	0.954609	1,300,000.00	FTI	1,240,991.70	-8,734.70	399.59	-8,335.11
91282CCT6	21-0019	Treasury Note 0.375 08/15/24	08/17/21	Open	Fair Value	-7.9458	FTI	0.952813	2,300,000.00	2,191,469.90	0.00	0.00	0.945977	2,300,000.00	FTI	2,175,747.10	-15,722.80	714.78	-15,008.02
3130AP7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	Open	Fair Value	-7.5144	FTI	0.953284	2,100,000.00	2,001,896.40	0.00	0.00	0.946597	2,100,000.00	FTI	1,987,853.70	-14,042.70	892.50	-13,150.20
912828W48	22-0002	Treasury Note 2.125 02/29/24	09/30/21	Open	Fair Value	-7.3329	FTI	0.994375	1,900,000.00	1,889,312.50	0.00	0.00	0.986406	1,900,000.00	FTI	1,874,171.40	-15,141.10	3,291.44	-11,849.66
010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	Fair Value	0.1154	FTI	0.947037	1,000,000.00	947,037.00	0.00	0.00	0.946559	1,000,000.00	FTI	946,559.00	-478.00	574.17	96.17
91282CDB4	22-0004	Treasury Note 0.625 10/15/24	10/19/21	Open	Fair Value	-7.4757	FTI	0.954102	1,600,000.00	1,526,563.20	0.00	0.00	0.947461	1,600,000.00	FTI	1,515,937.60	-10,625.60	819.67	-9,805.93
467486XT8	22-0005	Jackson Cnty Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	Open	Fair Value	-5.5964	FTI	0.967758	1,000,000.00	967,758.00	0.00	0.00	0.962411	1,000,000.00	FTI	962,411.00	-5,347.00	683.33	-4,663.67
686053CP2	22-0006	Oregon Sch Brds Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	Open	Fair Value	-8.4842	FTI	1.052611	1,900,000.00	1,999,960.90	0.00	0.00	1.040052	1,900,000.00	FTI	1,976,098.80	-23,862.10	8,914.17	-14,947.93
912828YM6	22-0007	Treasury Note 1.50 10/31/24	11/04/21	Open	Fair Value	-7.2197	FTI	0.973398	1,800,000.00	1,752,116.40	0.00	0.00	0.966133	1,800,000.00	FTI	1,739,039.40	-13,077.00	2,201.09	-10,875.91
912828YV6	22-0008	Treasury Note 1.50 11/30/24	12/14/21	Open	Fair Value	-7.1537	FTI	0.971836	1,300,000.00	1,263,386.80	0.00	0.00	0.964648	1,300,000.00	FTI	1,254,042.40	-9,344.40	1,598.36	-7,746.04
91282CDM0	22-0009	Treasury Note 0.50 11/30/23	01/11/22	Open	Fair Value	-7.9088	FTI	0.972891	1,200,000.00	1,167,469.20	0.00	0.00	0.966016	1,200,000.00	FTI	1,159,219.20	-8,250.00	491.80	-7,758.20
912796T41	22-0011	Treasury Bill 0.00 08/18/22	02/22/22	Open	Amort Value	0.5698	FTI	0.998785	15,000,000.00	14,981,771.93	0.00	0.00	0.999252	15,000,000.00	FTI	14,988,777.48	7,005.55	0.00	7,005.55
912796P94	22-0012	Treasury Bill 0.00 12/01/22	02/11/22	Open	Amort Value	0.8004	FTI	0.995941	15,000,000.00	14,939,110.13	0.00	0.00	0.996605	15,000,000.00	FTI	14,949,075.11	9,964.98	0.00	9,964.98
912828Y87	22-0013	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	-7.8219	FTI	0.982852	1,600,000.00	1,572,563.20	0.00	0.00	0.974922	1,600,000.00	FTI	1,559,875.20	-12,688.00	2,320.44	-10,367.56
912828T26	22-0014	Treasury Note 1.375 09/30/23	02/08/22	Open	Fair Value	-7.9223	FTI	0.988242	1,600,000.00	1,581,187.20	0.00	0.00	0.980586	1,600,000.00	FTI	1,568,937.60	-12,249.60	1,803.28	-10,446.32
912828T91	22-0015	Treasury Note 1.625 10/31/23	03/14/22	Open	Fair Value	-7.8005	FTI	0.990430	2,150,000.00	2,129,424.50	0.00	0.00	0.982695	2,150,000.00	FTI	2,112,794.25	-16,630.25	2,848.17	-13,782.08
912828WJ5	22-0016	Treasury Note 2.50 05/15/24	04/06/22	Open	Fair Value	-8.2647	FTI	0.999844	2,000,000.00	1,999,688.00	0.00	0.00	0.991016	2,000,000.00	FTI	1,982,032.00	-17,656.00	4,076.09	-13,579.91
9128285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	Open	Fair Value	-8.4403	FTI	1.004102	1,050,000.00	1,054,307.10	0.00	0.00	0.995000	1,050,000.00	FTI	1,044,750.00	-9,557.10	2,282.95	-7,274.15
9128285U0	22-0018	Treasury Note 2.625 12/31/23	06/02/22	Open	Fair Value	-7.1188		0.000000	0.00	0.00	1,002,773.44	0.00	0.995000	1,000,000.00	FTI	995,000.00	-7,773.44	2,101.72	-5,671.72
912828YN4	22-0019	Treasury Note 1.50 11/30/24	06/02/22	Open	Fair Value	-4.6448		0.000000	0.00	0.00	1,066,355.47	0.00	0.964648	1,100,000.00	FTI	1,061,112.80	-5,242.67	1,307.38	-3,935.29
67869TAC0	19-0022-01	OKLAHOMA CNTY OKLA METRO TECH 2.50 06/01/22	08/28/19	06/01/22	Fair Value	0.0000	FTI	1.000000	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.000000	0.00		0.00	0.00	0.00	0.00
199-Lone Star GOF	AR-0001	State Pool	04/25/00	Open	Fair Value	1.1137	Manual	1.000000	127.23	127.23	0.00	-3,005.77	1.000000	3,133.00	Manual	3,133.00	0.00	3,133.00	3,133.00
6990-Lone Star COP	AR-0012	State Pool	06/26/00	Open	Fair Value	1.1941	Manual	1.000000	5,664,708.20	5,664,708.20	0.00	-5,559.89	1.000000	5,670,268.09	Manual	5,670,268.09	0.00	5,559.89	5,559.89
753-Lone Star COP	AR-0015	State Pool	09/07/00	Open	Fair Value	1.1587	Manual	1.000000	6,712,679.76	6,712,679.76	0.00	-295,295.79	1.000000	7,007,975.55	Manual	7,007,975.55	0.00	4,042.53	4,042.53
240-Lone Star COP	AR-0023	State Pool	08/31/06	Open	Fair Value	1.1941	Manual	1.000000	8,558,368.93	8,558,368.93	0.00	-8,400.00	1.000000	8,566,768.93	Manual	8,566,768.93	0.00	8,400.00	8,400.00
199-TEXPOOL	AR-0026	State Pool	08/26/08	Open	Fair Value	1.0013	Manual	1.000000	5,307,170.45	5,307,170.45	0.00	-4,367.69	1.000000	5,311,538.14	Manual	5,311,538.14	0.00	4,367.69	4,367.69
199-Lone Star COP	AR-0033	State Pool	05/22/13	Open	Fair Value	1.1736	Manual	1.000000	88,585,576.59	88,585,576.59	0.00	32,952,583.92	1.000000	55,632,992.67	Manual	55,632,992.67	0.00	65,147.93	65,147.93
511-Lone Star COP	AR-0035	State Pool	05/22/13	Open	Fair Value	1.1947	Manual	1.000000	47,861,996.54	47,861,996.54	0.00	-588,665.83	1.000000	48,450,662.37	Manual	48,450,662.37	0.00	47,423.05	47,423.05
199-Texas Class	AR-0039	State Pool	12/16/13	Open	Fair Value	1.1581	Manual	1.000000	73,015,456.95	73,015,456.95	0.00	-69,505.79	1.000000	73,084,962.74	Manual	73,084,962.74	0.00	69,505.79	69,505.79
199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/16	Open	Fair Value	0.6142	Manual	1.000000	67,598.73	67,598.73	0.00	-44,180.45	1.000000	111,779.18	Manual	111,779.18	0.00	15.52	15.52
6996-Lone Star COP	AR-0044	State Pool	08/01/16	Open	Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
6526-Lone Star COP	AR-0045	State Pool	11/29/16	Open	Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
6537-Lone Star COP	AR-0046	State Pool	01/11/18	Open	Fair Value	1.1941	Manual	1.000000	740,267.08	740,267.08	0.00	-726.57	1.000000	740,993.65	Manual	740,993.65	0.00	726.57	726.57
199 Woodforest National Bank	AR-0047	Money Market	05/24/18	Open	Fair Value	1.1684	Manual	1.000000	39,431,430.98	39,431,430.98	0.00	3,965,076.86	1.000000	35,466,354.12	Manual	35,466,354.12	0.00	34,923.14	34,923.14
6537 Woodforest National Bank	AR-0048	Money Market	05/24/18	Open	Fair Value	0.0000	Manual	1.000000	448.50	448.50	0.00	448.50	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
511 Woodforest National Bank	AR-0049	Money Market	05/24/18	Open	Fair Value	1.1694	Manual	1.000000	101,275.17	101,275.17	0.00	-97.34	1.000000	101,372.51	Manual	101,372.51	0.00	97.34	97.34
6999-Lone Star COP	AR-0050	State Pool	10/30/19	Open	Fair Value	1.1940	Manual	1.000000	57,241,515.68	57,241,515.68	0.00	443,838.66	1.000000	56,797,677.02	Manual	56,797,677.02	0.00	56,161.34	56,161.34
6190 - Lone Star COP	AR-0051	State Pool	02/06/20	Open	Fair Value	1.1843	Manual	1.000000	13,270,370.22	13,270,370.22	0.00	2,988,477.89	1.000000	10,281,892.33	Manual	10,281,892.33	0.00	11,522.11	11,522.11
6291 - Lone Star COP	AR-0052	State Pool	11/17/20	Open	Fair Value	1.0249	Manual	1.000000	4,832,234.66	4,832,234.66	0.00	4,499,088.30	1.000000	333,146.36	Manual	333,146.36	0.00	911.70	911.70
6291-Texas Class	AR-0053	State Pool	12/07/20	Open	Fair Value	1.1581	Manual	1.000000	50,116,904.92	50,116,904.92	0.00	-47,707.91	1.000000	50,164,612.83	Manual	50,164,612.83	0.00	47,707.91	47,707.91
6392 - Lone Star COP	AR-0054	State Pool	02/08/22	Open	Fair Value	1.1913	Manual	1.000000	172,242,750.11	172,242,750.11	0.00	10,836,791.76	1.000000	161,405,958.35	Manual	161,405,958.35	0.00	163,208.24	163,208.24
Investment Total						**0.5482**		**0.998319**	**656,620,880.70**	**655,517,257.79**	**2,069,128.91**	**56,618,792.86**	**0.997629**	**602,102,087.84**		**600,674,345.82**	**-293,248.02**	**574,376.95**	**281,128.93**

Portfolio Position
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
06/01/22 - 06/30/22

	CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 06/01/22	Par Value On 06/30/22	Market Val On 06/01/22	Market Val On 06/30/22	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 06/01/22	Amor Value On 06/30/22
1 - 199-GENERAL FUND	3130AJ7E3	20-0012	FHLB 1.375 02/17/23	03/04/20	Open	2,070,000.00	2,070,000.00	2,062,328.58	2,052,947.34	0.00	0.00	2,103,872.52	2,078,229.52	2,077,267.88
	3130AP7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	Open	2,100,000.00	2,100,000.00	2,001,896.40	1,987,853.70	0.00	0.00	2,100,000.00	2,100,000.00	2,100,000.00
	FHLB Total					**4,170,000.00**	**4,170,000.00**	**4,064,224.98**	**4,040,801.04**	**0.00**	**0.00**	**4,203,872.52**	**4,178,229.52**	**4,177,267.88**
	199 Woodforest National Bank	AR-0047	Money Market	05/24/18	Open	39,431,430.98	35,466,354.12	39,431,430.98	35,466,354.12	0.00	0.00	30,000,000.00	39,431,430.98	35,466,354.12
	199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/16	Open	67,598.73	111,779.18	67,598.73	111,779.18	0.00	0.00	3,500,000.00	67,598.73	111,779.18
	Money Market Total					**39,499,029.71**	**35,578,133.30**	**39,499,029.71**	**35,578,133.30**	**0.00**	**0.00**	**33,500,000.00**	**39,499,029.71**	**35,578,133.30**
	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	1,000,000.00	1,000,000.00	947,037.00	946,559.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	34153QUB0	21-0003	Florida St Brd Ed Pub Ed Taxabl 0.29 06/01/23	10/22/20	Open	1,500,000.00	1,500,000.00	1,469,607.00	1,463,331.00	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
	382529AC9	21-0014	Goodyear Ariz Excise Tax Rev Ta 0.36 07/01/23	05/06/21	Open	500,000.00	500,000.00	489,600.00	486,678.00	0.00	0.00	500,000.00	500,000.00	500,000.00
	446201AB1	21-0013	Huntington Beach Calif Pension 0.381 06/15/23	04/01/21	Open	1,000,000.00	1,000,000.00	974,131.00	970,423.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	467486XT8	22-0005	Jackson Cnty Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	Open	1,000,000.00	1,000,000.00	967,758.00	962,411.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	59333FYQ7	20-0014	MIAMI-DADE COUNTY FLORIDA 0.65 07/01/22	06/24/20	Open	700,000.00	700,000.00	699,494.60	700,000.00	0.00	0.00	700,000.00	700,000.00	700,000.00
	67759HLD4	20-0013	OHIO STATE 1.592 10/01/22	05/08/20	Open	2,450,000.00	2,450,000.00	2,450,624.75	2,448,042.45	0.00	0.00	2,476,680.50	2,453,750.94	2,452,813.21
	677765GU7	21-0006	Ohlone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	Open	1,250,000.00	1,250,000.00	1,239,047.50	1,232,321.25	0.00	0.00	1,295,737.50	1,269,160.48	1,267,795.60
	67869TAB1	19-0022-01	OKLAHOMA CNTY OKLA METRO TECH 2.50 06/01/22	08/28/19	Open	2,000,000.00	0.00	2,000,000.00	0.00	0.00	2,000,000.00	2,045,080.00	2,000,000.00	0.00
	686053CP2	22-0006	Oregon Sch Brds Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	Open	1,900,000.00	1,900,000.00	1,999,960.90	1,976,098.80	0.00	0.00	2,123,668.00	2,079,835.31	2,072,718.77
	798186N65	21-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	01/20/21	Open	1,000,000.00	1,000,000.00	972,768.00	971,153.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	91417NAY1	21-0012	University Colo Enterprise Sys 0.347 06/01/23	04/13/21	Open	1,100,000.00	1,100,000.00	1,077,264.10	1,072,707.90	0.00	0.00	1,100,000.00	1,100,000.00	1,100,000.00
	938429S24	21-0002	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	Open	1,000,000.00	1,000,000.00	1,002,927.00	996,827.00	0.00	0.00	1,059,130.00	1,022,639.68	1,020,826.85
	968657JG2	21-0007	Will Cnty Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	Open	1,000,000.00	1,000,000.00	966,627.00	962,852.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	977123X45	20-0015	WISCONSIN ST 0.301 07/01/22	07/30/20	Open	1,800,000.00	1,800,000.00	1,798,792.20	1,800,000.00	0.00	0.00	1,800,000.00	1,800,000.00	1,800,000.00
	977123X52	20-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	Open	2,000,000.00	2,000,000.00	1,957,792.00	1,951,190.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
	Municipal Bond Total					**21,200,000.00**	**19,200,000.00**	**21,013,431.05**	**18,940,594.40**	**0.00**	**2,000,000.00**	**21,600,296.00**	**21,425,386.41**	**19,414,154.43**
	199-Lone Star COP	AR-0033	State Pool	05/22/13	Open	88,585,576.59	55,632,992.67	88,585,576.59	55,632,992.67	0.00	0.00	20,000,000.00	88,585,576.59	55,632,992.67
	199-Lone Star GOF	AR-0001	State Pool	04/25/00	Open	127.23	3,133.00	127.23	3,133.00	0.00	0.00	8,475,341.70	127.23	3,133.00
	199-TEXPOOL	AR-0026	State Pool	08/26/08	Open	5,307,170.45	5,311,538.14	5,307,170.45	5,311,538.14	0.00	0.00	10,000,000.00	5,307,170.45	5,311,538.14
	199-Texas Class	AR-0039	State Pool	12/16/13	Open	73,015,456.95	73,084,962.74	73,015,456.95	73,084,962.74	0.00	0.00	10,000,000.00	73,015,456.95	73,084,962.74
	State Pool Total					**166,908,331.22**	**134,032,626.55**	**166,908,331.22**	**134,032,626.55**	**0.00**	**0.00**	**48,475,341.70**	**166,908,331.22**	**134,032,626.55**
	912796P94	22-0012	Treasury Bill 0.00 12/01/22	02/11/22	Open	15,000,000.00	15,000,000.00	14,880,855.00	14,859,510.00	0.00	0.00	14,902,333.33	14,939,110.13	14,949,075.11
	912796T41	22-0011	Treasury Bill 0.00 08/18/22	02/22/22	Open	15,000,000.00	15,000,000.00	14,965,920.00	14,973,390.00	0.00	0.00	14,958,700.00	14,981,771.93	14,988,777.48
	Treasury Bill Total					**30,000,000.00**	**30,000,000.00**	**29,846,775.00**	**29,832,900.00**	**0.00**	**0.00**	**29,861,033.33**	**29,920,882.06**	**29,937,852.59**
	9128285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	Open	1,050,000.00	1,050,000.00	1,054,307.10	1,044,750.00	0.00	0.00	1,048,564.45	1,048,636.54	1,048,716.27
	9128285U0	22-0018	Treasury Note 2.625 12/31/23	06/02/22	Open	0.00	1,000,000.00	0.00	995,000.00	1,002,773.44	0.00	1,002,773.44	0.00	1,002,645.10
	912828T26	22-0014	Treasury Note 1.375 09/30/23	02/08/22	Open	1,600,000.00	1,600,000.00	1,581,187.20	1,568,937.60	0.00	0.00	1,604,687.50	1,603,814.32	1,603,580.93
	912828T91	22-0015	Treasury Note 1.625 10/31/23	03/14/22	Open	2,150,000.00	2,150,000.00	2,129,424.50	2,112,794.25	0.00	0.00	2,149,580.08	2,149,647.26	2,149,667.44
	912828W48	22-0002	Treasury Note 2.125 02/29/24	09/30/21	Open	1,900,000.00	1,900,000.00	1,889,312.50	1,874,171.40	0.00	0.00	1,979,785.16	1,957,745.69	1,955,060.22
	912828WJ5	22-0016	Treasury Note 2.50 05/15/24	04/06/22	Open	2,000,000.00	2,000,000.00	1,999,688.00	1,982,032.00	0.00	0.00	1,999,062.50	1,999,154.04	1,999,188.66
	912828Y87	22-0013	Treasury Note 1.75 07/31/24	02/08/22	Open	1,600,000.00	1,600,000.00	1,572,563.20	1,559,875.20	0.00	0.00	1,612,625.00	1,611,058.17	1,610,642.19
	912828YM6	22-0007	Treasury Note 1.50 10/31/24	11/04/21	Open	1,800,000.00	1,800,000.00	1,752,116.40	1,739,039.40	0.00	0.00	1,839,164.06	1,831,685.77	1,830,623.72
	912828YV6	22-0008	Treasury Note 1.50 11/30/24	12/14/21	Open	1,300,000.00	1,300,000.00	1,263,386.80	1,254,042.40	0.00	0.00	1,320,566.41	1,317,381.93	1,316,816.85
	912828YV6	22-0019	Treasury Note 1.50 11/30/24	06/02/22	Open	0.00	1,100,000.00	0.00	1,061,112.80	1,066,355.47	0.00	1,066,355.47	0.00	1,067,394.94
	91282CBE0	21-0016	Treasury Note 0.125 01/15/24	07/01/21	Open	800,000.00	800,000.00	771,375.20	765,781.60	0.00	0.00	795,187.50	796,921.14	797,077.96
	91282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	Open	2,200,000.00	2,200,000.00	2,121,281.80	2,105,899.40	0.00	0.00	2,194,671.88	2,197,105.44	2,197,253.09
	91282CBV2	21-0018	Treasury Note 0.375 04/15/24	07/01/21	Open	1,300,000.00	1,300,000.00	1,249,726.40	1,240,991.70	0.00	0.00	1,298,476.56	1,298,976.42	1,299,021.10
	91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	Open	1,700,000.00	1,700,000.00	1,634,257.60	1,622,835.30	0.00	0.00	1,702,789.06	1,701,752.64	1,701,676.07
	91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	Open	1,300,000.00	1,300,000.00	1,240,941.00	1,232,765.30	0.00	0.00	1,289,437.50	1,292,765.84	1,293,056.00
	91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	Open	1,700,000.00	1,700,000.00	1,622,769.00	1,612,077.70	0.00	0.00	1,689,640.63	1,692,842.15	1,693,129.44
	91282CCT6	21-0019	Treasury Note 0.375 08/15/24	08/17/21	Open	2,300,000.00	2,300,000.00	2,191,469.90	2,175,747.10	0.00	0.00	2,297,664.06	2,298,275.63	2,298,340.07
	91282CDB4	22-0004	Treasury Note 0.625 10/15/24	10/19/21	Open	1,600,000.00	1,600,000.00	1,526,563.20	1,515,937.60	0.00	0.00	1,595,125.00	1,596,123.78	1,596,256.73
	91282CDM0	22-0009	Treasury Note 0.50 11/30/23	01/11/22	Open	1,200,000.00	1,200,000.00	1,167,469.20	1,159,219.20	0.00	0.00	1,191,843.75	1,193,510.25	1,193,863.99
	Treasury Note Total					**27,500,000.00**	**29,600,000.00**	**26,767,839.00**	**28,623,009.95**	**2,069,128.91**	**0.00**	**29,678,000.01**	**27,587,397.01**	**29,654,010.77**
	1 - 199-GENERAL FUND Total					**289,277,360.93**	**252,580,759.85**	**288,099,630.96**	**251,048,065.24**	**2,069,128.91**	**2,000,000.00**	**167,318,543.56**	**289,519,255.93**	**252,794,045.52**
19 - 240 Child Nutrition	240-Lone Star COP	AR-0023	State Pool	08/31/06	Open	8,558,368.93	8,566,768.93	8,558,368.93	8,566,768.93	0.00	0.00	2,000,000.00	8,558,368.93	8,566,768.93
	State Pool Total					**8,558,368.93**	**8,566,768.93**	**8,558,368.93**	**8,566,768.93**	**0.00**	**0.00**	**2,000,000.00**	**8,558,368.93**	**8,566,768.93**
	19 - 240 Child Nutrition Total					**8,558,368.93**	**8,566,768.93**	**8,558,368.93**	**8,566,768.93**	**0.00**	**0.00**	**2,000,000.00**	**8,558,368.93**	**8,566,768.93**
2 - 511-DEBT SERVICE	511 Woodforest National Bank	AR-0049	Money Market	05/24/18	Open	101,275.17	101,372.51	101,275.17	101,372.51	0.00	0.00	20,000,000.00	101,275.17	101,372.51
	Money Market Total					**101,275.17**	**101,372.51**	**101,275.17**	**101,372.51**	**0.00**	**0.00**	**20,000,000.00**	**101,275.17**	**101,372.51**
	511-Lone Star COP	AR-0035	State Pool	05/22/13	Open	47,861,996.54	48,450,662.37	47,861,996.54	48,450,662.37	0.00	0.00	10,000,000.00	47,861,996.54	48,450,662.37
	State Pool Total					**47,861,996.54**	**48,450,662.37**	**47,861,996.54**	**48,450,662.37**	**0.00**	**0.00**	**10,000,000.00**	**47,861,996.54**	**48,450,662.37**
	2 - 511-DEBT SERVICE Total					**47,963,271.71**	**48,552,034.88**	**47,963,271.71**	**48,552,034.88**	**0.00**	**0.00**	**30,000,000.00**	**47,963,271.71**	**48,552,034.88**
37 - 6190 - Capital Projects	6190 - Lone Star COP	AR-0051	State Pool	02/06/20	Open	13,270,370.22	10,281,892.33	13,270,370.22	10,281,892.33	0.00	0.00	122,500,000.00	13,270,370.22	10,281,892.33
	State Pool Total					**13,270,370.22**	**10,281,892.33**	**13,270,370.22**	**10,281,892.33**	**0.00**	**0.00**	**122,500,000.00**	**13,270,370.22**	**10,281,892.33**
	37 - 6190 - Capital Projects Total					**13,270,370.22**	**10,281,892.33**	**13,270,370.22**	**10,281,892.33**	**0.00**	**0.00**	**122,500,000.00**	**13,270,370.22**	**10,281,892.33**
13 - 6291-Capital Projects	6291 - Lone Star COP	AR-0052	State Pool	11/17/20	Open	4,832,234.66	333,146.36	4,832,234.66	333,146.36	0.00	0.00	189,000,000.00	4,832,234.66	333,146.36
	6291-Texas Class	AR-0053	State Pool	12/07/20	Open	50,116,904.92	50,164,612.83	50,116,904.92	50,164,612.83	0.00	0.00	50,000,000.00	50,116,904.92	50,164,612.83
	State Pool Total					**54,949,139.58**	**50,497,759.19**	**54,949,139.58**	**50,497,759.19**	**0.00**	**0.00**	**239,000,000.00**	**54,949,139.58**	**50,497,759.19**
	13 - 6291-Capital Projects Total					**54,949,139.58**	**50,497,759.19**	**54,949,139.58**	**50,497,759.19**	**0.00**	**0.00**	**239,000,000.00**	**54,949,139.58**	**50,497,759.19**
38 - 6392 - Capital Projects	6392 - Lone Star COP	AR-0054	State Pool	02/08/22	Open	172,242,750.11	161,405,958.35	172,242,750.11	161,405,958.35	0.00	0.00	177,000,000.00	172,242,750.11	161,405,958.35
	State Pool Total					**172,242,750.11**	**161,405,958.35**	**172,242,750.11**	**161,405,958.35**	**0.00**	**0.00**	**177,000,000.00**	**172,242,750.11**	**161,405,958.35**
	38 - 6392 - Capital Projects Total					**172,242,750.11**	**161,405,958.35**	**172,242,750.11**	**161,405,958.35**	**0.00**	**0.00**	**177,000,000.00**	**172,242,750.11**	**161,405,958.35**
34 - 6526-Capital Projects	6526-Lone Star COP	AR-0045	State Pool	11/29/16	Open	0.00	0.00	0.00	0.00	0.00	0.00	150,000,000.00	0.00	0.00
	State Pool Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**150,000,000.00**	**0.00**	**0.00**
	34 - 6526-Capital Projects Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**150,000,000.00**	**0.00**	**0.00**
35 - 6537-Capital Projects	6537 Woodforest National Bank	AR-0048	Money Market	05/24/18	Open	448.50	0.00	448.50	0.00	0.00	0.00	100,000,000.00	448.50	0.00
	Money Market Total					**448.50**	**0.00**	**448.50**	**0.00**	**0.00**	**0.00**	**100,000,000.00**	**448.50**	**0.00**
	6537-Lone Star COP	AR-0046	State Pool	01/11/18	Open	740,267.08	740,993.65	740,267.08	740,993.65	0.00	0.00	202,000,000.00	740,267.08	740,993.65
	State Pool Total					**740,267.08**	**740,993.65**	**740,267.08**	**740,993.65**	**0.00**	**0.00**	**202,000,000.00**	**740,267.08**	**740,993.65**
	35 - 6537-Capital Projects Total					**740,715.58**	**740,993.65**	**740,715.58**	**740,993.65**	**0.00**	**0.00**	**302,000,000.00**	**740,715.58**	**740,993.65**
12 - 6990-Capital projects	6990-Lone Star COP	AR-0012	State Pool	06/26/00	Open	5,664,708.20	5,670,268.09	5,664,708.20	5,670,268.09	0.00	0.00	1,490,384.49	5,664,708.20	5,670,268.09

	State Pool Total					**5,664,708.20**	**5,670,268.09**	**5,664,708.20**	**5,670,268.09**	**0.00**	**0.00**	**1,490,384.49**	**5,664,708.20**	**5,670,268.09**
	12 - 6990-Capital projects Total					**5,664,708.20**	**5,670,268.09**	**5,664,708.20**	**5,670,268.09**	**0.00**	**0.00**	**1,490,384.49**	**5,664,708.20**	**5,670,268.09**
33 - 6996-Capital Projects	6996-Lone Star COP	AR-0044	State Pool	08/01/16	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	State Pool Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	33 - 6996-Capital Projects Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
36 - 6999-Capital Maintenance Fund	6999-Lone Star COP	AR-0050	State Pool	10/30/19	Open	57,241,515.68	56,797,677.02	57,241,515.68	56,797,677.02	0.00	0.00	20,000,000.00	57,241,515.68	56,797,677.02
	State Pool Total					**57,241,515.68**	**56,797,677.02**	**57,241,515.68**	**56,797,677.02**	**0.00**	**0.00**	**20,000,000.00**	**57,241,515.68**	**56,797,677.02**
	36 - 6999-Capital Maintenance Fund Total					**57,241,515.68**	**56,797,677.02**	**57,241,515.68**	**56,797,677.02**	**0.00**	**0.00**	**20,000,000.00**	**57,241,515.68**	**56,797,677.02**
14 - 753-Self Funded	753-Lone Star COP	AR-0015	State Pool	09/07/00	Open	6,712,679.76	7,007,975.55	6,712,679.76	7,007,975.55	0.00	0.00	750,000.00	6,712,679.76	7,007,975.55
	State Pool Total					**6,712,679.76**	**7,007,975.55**	**6,712,679.76**	**7,007,975.55**	**0.00**	**0.00**	**750,000.00**	**6,712,679.76**	**7,007,975.55**
	14 - 753-Self Funded Total					**6,712,679.76**	**7,007,975.55**	**6,712,679.76**	**7,007,975.55**	**0.00**	**0.00**	**750,000.00**	**6,712,679.76**	**7,007,975.55**
Combined Port	3130AJ7E3	20-0012	FHLB 1.375 02/17/23	03/04/20	Open	2,070,000.00	2,070,000.00	2,062,328.58	2,052,947.34	0.00	0.00	2,103,872.52	2,078,229.52	2,077,267.88
	3130AP7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	Open	2,100,000.00	2,100,000.00	2,001,896.40	1,987,853.70	0.00	0.00	2,100,000.00	2,100,000.00	2,100,000.00
	FHLB Total					**4,170,000.00**	**4,170,000.00**	**4,064,224.98**	**4,040,801.04**	**0.00**	**0.00**	**4,203,872.52**	**4,178,229.52**	**4,177,267.88**
	199 Woodforest National Bank	AR-0047	Money Market	05/24/18	Open	39,431,430.98	35,466,354.12	39,431,430.98	35,466,354.12	0.00	0.00	30,000,000.00	39,431,430.98	35,466,354.12
	199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/16	Open	67,598.73	111,779.18	67,598.73	111,779.18	0.00	0.00	3,500,000.00	67,598.73	111,779.18
	511 Woodforest National Bank	AR-0049	Money Market	05/24/18	Open	101,275.17	101,372.51	101,275.17	101,372.51	0.00	0.00	20,000,000.00	101,275.17	101,372.51
	6537 Woodforest National Bank	AR-0048	Money Market	05/24/18	Open	448.50	0.00	448.50	0.00	0.00	0.00	100,000,000.00	448.50	0.00
	Money Market Total					**39,600,753.38**	**35,679,505.81**	**39,600,753.38**	**35,679,505.81**	**0.00**	**0.00**	**153,500,000.00**	**39,600,753.38**	**35,679,505.81**
	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	1,000,000.00	1,000,000.00	947,037.00	946,559.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	34153QUB0	21-0003	Florida St Brd Ed Pub Ed Taxabl 0.29 06/01/23	10/22/20	Open	1,500,000.00	1,500,000.00	1,469,607.00	1,463,331.00	0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
	382529AC9	21-0014	Goodyear Ariz Excise Tax Rev Ta 0.36 07/01/23	05/06/21	Open	500,000.00	500,000.00	489,600.00	486,678.00	0.00	0.00	500,000.00	500,000.00	500,000.00
	446201AB1	21-0013	Huntington Beach Calif Pension 0.381 06/15/23	04/01/21	Open	1,000,000.00	1,000,000.00	974,131.00	970,423.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	467486XT8	22-0005	Jackson Cnty Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	Open	1,000,000.00	1,000,000.00	967,758.00	962,411.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	59333FYQ7	20-0014	MIAMI-DADE COUNTY FLORIDA 0.65 07/01/22	06/24/20	Open	700,000.00	700,000.00	699,494.60	700,000.00	0.00	0.00	700,000.00	700,000.00	700,000.00
	67759HLD4	20-0013	OHIO STATE 1.592 10/01/22	05/08/20	Open	2,450,000.00	2,450,000.00	2,450,624.75	2,448,042.45	0.00	0.00	2,476,680.50	2,453,750.94	2,452,813.21
	677765GU7	21-0006	Ohlone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	Open	1,250,000.00	1,250,000.00	1,239,047.50	1,232,321.25	0.00	0.00	1,295,737.50	1,269,160.48	1,267,795.60
	67869TAB1	19-0022-01	OKLAHOMA CNTY OKLA METRO TECH 2.50 06/01/22	08/28/19	Open	2,000,000.00	0.00	2,000,000.00	0.00	0.00	2,000,000.00	2,045,080.00	2,000,000.00	0.00
	686053CP2	22-0006	Oregon Sch Brds Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	Open	1,900,000.00	1,900,000.00	1,999,960.90	1,976,098.80	0.00	0.00	2,123,668.00	2,079,835.31	2,072,718.77
	798186N65	21-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	01/20/21	Open	1,000,000.00	1,000,000.00	972,768.00	971,153.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	91417NAY1	21-0012	University Colo Enterprise Sys 0.347 06/01/23	04/13/21	Open	1,100,000.00	1,100,000.00	1,077,264.10	1,072,707.90	0.00	0.00	1,100,000.00	1,100,000.00	1,100,000.00
	938429S24	21-0002	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	Open	1,000,000.00	1,000,000.00	1,002,927.00	996,827.00	0.00	0.00	1,059,130.00	1,022,639.68	1,020,826.85
	968657JG2	21-0007	Will Cnty Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	Open	1,000,000.00	1,000,000.00	966,627.00	962,852.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	977123X45	20-0015	WISCONSIN ST 0.301 07/01/22	07/30/20	Open	1,800,000.00	1,800,000.00	1,798,792.20	1,800,000.00	0.00	0.00	1,800,000.00	1,800,000.00	1,800,000.00
	977123X52	20-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	Open	2,000,000.00	2,000,000.00	1,957,792.00	1,951,190.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
	Municipal Bond Total					**21,200,000.00**	**19,200,000.00**	**21,013,431.05**	**18,940,594.40**	**0.00**	**2,000,000.00**	**21,600,296.00**	**21,425,386.41**	**19,414,154.43**
	199-Lone Star COP	AR-0033	State Pool	05/22/13	Open	88,585,576.59	55,632,992.67	88,585,576.59	55,632,992.67	0.00	0.00	20,000,000.00	88,585,576.59	55,632,992.67
	199-Lone Star GOF	AR-0001	State Pool	04/25/00	Open	127.23	3,133.00	127.23	3,133.00	0.00	0.00	8,475,341.70	127.23	3,133.00
	199-TEXPOOL	AR-0026	State Pool	08/26/08	Open	5,307,170.45	5,311,538.14	5,307,170.45	5,311,538.14	0.00	0.00	10,000,000.00	5,307,170.45	5,311,538.14
	199-Texas Class	AR-0039	State Pool	12/16/13	Open	73,015,456.95	73,084,962.74	73,015,456.95	73,084,962.74	0.00	0.00	10,000,000.00	73,015,456.95	73,084,962.74
	240-Lone Star COP	AR-0023	State Pool	08/31/06	Open	8,558,368.93	8,566,768.93	8,558,368.93	8,566,768.93	0.00	0.00	2,000,000.00	8,558,368.93	8,566,768.93
	511-Lone Star COP	AR-0035	State Pool	05/22/13	Open	47,861,996.54	48,450,662.37	47,861,996.54	48,450,662.37	0.00	0.00	10,000,000.00	47,861,996.54	48,450,662.37
	6190 - Lone Star COP	AR-0051	State Pool	02/06/20	Open	13,270,370.22	10,281,892.33	13,270,370.22	10,281,892.33	0.00	0.00	122,500,000.00	13,270,370.22	10,281,892.33
	6291 - Lone Star COP	AR-0052	State Pool	11/17/20	Open	4,832,234.66	333,146.36	4,832,234.66	333,146.36	0.00	0.00	189,000,000.00	4,832,234.66	333,146.36
	6291-Texas Class	AR-0053	State Pool	12/07/20	Open	50,116,904.92	50,164,612.83	50,116,904.92	50,164,612.83	0.00	0.00	50,000,000.00	50,116,904.92	50,164,612.83
	6392 - Lone Star COP	AR-0054	State Pool	02/08/22	Open	172,242,750.11	161,405,958.35	172,242,750.11	161,405,958.35	0.00	0.00	177,000,000.00	172,242,750.11	161,405,958.35
	6526-Lone Star COP	AR-0045	State Pool	11/29/16	Open	0.00	0.00	0.00	0.00	0.00	0.00	150,000,000.00	0.00	0.00
	6537-Lone Star COP	AR-0046	State Pool	01/11/18	Open	740,267.08	740,993.65	740,267.08	740,993.65	0.00	0.00	202,000,000.00	740,267.08	740,993.65
	6990-Lone Star COP	AR-0012	State Pool	06/26/00	Open	5,664,708.20	5,670,268.09	5,664,708.20	5,670,268.09	0.00	0.00	1,490,384.49	5,664,708.20	5,670,268.09
	6996-Lone Star COP	AR-0044	State Pool	08/01/16	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	6999-Lone Star COP	AR-0050	State Pool	10/30/19	Open	57,241,515.68	56,797,677.02	57,241,515.68	56,797,677.02	0.00	0.00	20,000,000.00	57,241,515.68	56,797,677.02
	753-Lone Star COP	AR-0015	State Pool	09/07/00	Open	6,712,679.76	7,007,975.55	6,712,679.76	7,007,975.55	0.00	0.00	750,000.00	6,712,679.76	7,007,975.55
	State Pool Total					**534,150,127.32**	**483,452,582.03**	**534,150,127.32**	**483,452,582.03**	**0.00**	**0.00**	**973,215,726.19**	**534,150,127.32**	**483,452,582.03**
	912796P94	22-0012	Treasury Bill 0.00 12/01/22	02/11/22	Open	15,000,000.00	15,000,000.00	14,880,855.00	14,859,510.00	0.00	0.00	14,902,333.33	14,939,110.13	14,949,075.11
	912796T41	22-0011	Treasury Bill 0.00 08/18/22	02/22/22	Open	15,000,000.00	15,000,000.00	14,965,920.00	14,973,390.00	0.00	0.00	14,958,700.00	14,981,771.93	14,988,777.48
	Treasury Bill Total					**30,000,000.00**	**30,000,000.00**	**29,846,775.00**	**29,832,900.00**	**0.00**	**0.00**	**29,861,033.33**	**29,920,882.06**	**29,937,852.59**
	9128285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	Open	1,050,000.00	1,050,000.00	1,054,307.10	1,044,750.00	0.00	0.00	1,048,564.45	1,048,636.54	1,048,716.27
	9128285U0	22-0018	Treasury Note 2.625 12/31/23	06/02/22	Open	0.00	1,000,000.00	0.00	995,000.00	1,002,773.44	0.00	1,002,773.44	0.00	1,002,645.10
	912828T26	22-0014	Treasury Note 1.375 09/30/23	02/08/22	Open	1,600,000.00	1,600,000.00	1,581,187.20	1,568,937.60	0.00	0.00	1,604,687.50	1,603,814.32	1,603,580.93
	912828T91	22-0015	Treasury Note 1.625 10/31/23	03/14/22	Open	2,150,000.00	2,150,000.00	2,129,424.50	2,112,794.25	0.00	0.00	2,149,580.08	2,149,647.26	2,149,667.44
	912828W48	22-0002	Treasury Note 2.125 02/29/24	09/30/21	Open	1,900,000.00	1,900,000.00	1,889,312.50	1,874,171.40	0.00	0.00	1,979,785.16	1,957,745.69	1,955,060.22
	912828WJ5	22-0016	Treasury Note 2.50 05/15/24	04/06/22	Open	2,000,000.00	2,000,000.00	1,999,688.00	1,982,032.00	0.00	0.00	1,999,062.50	1,999,154.04	1,999,188.66
	912828Y87	22-0013	Treasury Note 1.75 07/31/24	02/08/22	Open	1,600,000.00	1,600,000.00	1,572,563.20	1,559,875.20	0.00	0.00	1,612,625.00	1,611,058.17	1,610,642.19
	912828YM6	22-0007	Treasury Note 1.50 10/31/24	11/04/21	Open	1,800,000.00	1,800,000.00	1,752,116.40	1,739,039.40	0.00	0.00	1,839,164.06	1,831,685.77	1,830,623.72
	912828YV6	22-0019	Treasury Note 1.50 11/30/24	06/02/22	Open	0.00	1,100,000.00	0.00	1,061,112.80	1,066,355.47	0.00	1,066,355.47	0.00	1,067,394.94
	912828YV6	22-0008	Treasury Note 1.50 11/30/24	12/14/21	Open	1,300,000.00	1,300,000.00	1,263,386.80	1,254,042.40	0.00	0.00	1,320,566.41	1,317,381.93	1,316,816.85
	91282CBE0	21-0016	Treasury Note 0.125 01/15/24	07/01/21	Open	800,000.00	800,000.00	771,375.20	765,781.60	0.00	0.00	795,187.50	796,921.14	797,077.96
	91282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	Open	2,200,000.00	2,200,000.00	2,121,281.80	2,105,899.40	0.00	0.00	2,194,671.88	2,197,105.44	2,197,253.09
	91282CBV2	21-0018	Treasury Note 0.375 04/15/24	07/01/21	Open	1,300,000.00	1,300,000.00	1,249,726.40	1,240,991.70	0.00	0.00	1,298,476.56	1,298,976.42	1,299,021.10
	91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	Open	1,700,000.00	1,700,000.00	1,634,257.60	1,622,835.30	0.00	0.00	1,702,789.06	1,701,752.64	1,701,676.07
	91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	Open	1,300,000.00	1,300,000.00	1,240,941.00	1,232,765.30	0.00	0.00	1,289,437.50	1,292,765.84	1,293,056.00
	91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	Open	1,700,000.00	1,700,000.00	1,622,769.00	1,612,077.70	0.00	0.00	1,689,640.63	1,692,842.15	1,693,129.44
	91282CCT6	21-0019	Treasury Note 0.375 08/15/24	08/17/21	Open	2,300,000.00	2,300,000.00	2,191,469.90	2,175,747.10	0.00	0.00	2,297,664.06	2,298,275.63	2,298,340.07
	91282CDB4	22-0004	Treasury Note 0.625 10/15/24	10/19/21	Open	1,600,000.00	1,600,000.00	1,526,563.20	1,515,937.60	0.00	0.00	1,595,125.00	1,596,123.78	1,596,256.73
	91282CDM0	22-0009	Treasury Note 0.50 11/30/23	01/11/22	Open	1,200,000.00	1,200,000.00	1,167,469.20	1,159,219.20	0.00	0.00	1,191,843.75	1,193,510.25	1,193,863.99
	Treasury Note Total					**27,500,000.00**	**29,600,000.00**	**26,767,839.00**	**28,623,009.95**	**2,069,128.91**	**0.00**	**29,678,000.01**	**27,587,397.01**	**29,654,010.77**
	Combined Port Total					**656,620,880.70**	**602,102,087.84**	**655,443,150.73**	**600,569,393.23**	**2,069,128.91**	**2,000,000.00**	**1,212,058,928.05**	**656,862,775.70**	**602,315,373.51**

Earnings and Yields Summary

Conroe I.S.D.

Effective Interest - Actual Life

Receipts in Period

06/01/22 - 06/30/22

	Security Description	06/01/22 06/07/22	06/08/22 06/14/22	06/15/22 06/21/22	06/22/22 06/28/22	06/29/22 06/30/22	06/01/22 06/30/22
Combined Port	FHLB	537.3100	537.3000	537.3000	537.3000	153.5200	2,302.7300
	Money Market	7,865.8800	8,266.8400	8,269.0200	8,268.7300	2,365.5300	35,036.0000
	Municipal Bon	2,175.4800	2,175.4900	2,174.6700	2,174.6700	620.1200	9,320.4300
	State Pool	112,831.0700	115,777.6400	112,024.9100	112,548.0700	34,636.0600	487,817.7500
	Treasury Bill	3,958.6100	3,959.3300	3,960.0500	3,960.7600	1,131.7800	16,970.5300
	Treasury Note	5,765.0800	5,914.1000	5,912.9000	5,912.9000	1,686.2800	25,191.2600
	Port Total	**133,133.4300**	**136,630.7000**	**132,878.8500**	**133,402.4300**	**40,593.2900**	**576,638.7000**
Combined Port	FHLB	0.6608	0.6608	0.6608	0.6608	0.6608	0.6608
	Money Market	1.0368	1.2126	1.2123	1.2123	1.2119	1.1679
	Municipal Bon	0.5659	0.5744	0.5745	0.5745	0.5740	0.5724
	State Pool	1.1401	1.1816	1.1817	1.1807	1.2849	1.1782
	Treasury Bill	0.6856	0.6858	0.6859	0.6860	0.6861	0.6858
	Treasury Note	1.0236	1.0396	1.0393	1.0393	1.0374	1.0356
	Port Total	**1.0858**	**1.1305**	**1.1291**	**1.1285**	**1.2119**	**1.1243**

Maturity Aging
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
6/30/2022

	CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
Cash / Money Market	199 Woodforest National Bank	AR-0047	Money Market	05/24/18	0	1.1700
	199-Lone Star COP	AR-0033	State Pool	05/22/13	0	1.1942
	199-Lone Star GOF	AR-0001	State Pool	04/25/00	0	0.9771
	199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/16	0	0.8908
	199-TEXPOOL	AR-0026	State Pool	08/26/08	0	1.0013
	199-Texas Class	AR-0039	State Pool	12/16/13	0	1.1577
	240-Lone Star COP	AR-0023	State Pool	08/31/06	0	1.1942
	511 Woodforest National Bank	AR-0049	Money Market	05/24/18	0	1.1700
	511-Lone Star COP	AR-0035	State Pool	05/22/13	0	1.1942
	6190 - Lone Star COP	AR-0051	State Pool	02/06/20	0	1.1942
	6291 - Lone Star COP	AR-0052	State Pool	11/17/20	0	1.1942
	6291-Texas Class	AR-0053	State Pool	12/07/20	0	1.1577
	6392 - Lone Star COP	AR-0054	State Pool	02/08/22	0	1.1942
	6526-Lone Star COP	AR-0045	State Pool	11/29/16	0	0.0796
	6537 Woodforest National Bank	AR-0048	Money Market	05/24/18	0	1.1700
	6537-Lone Star COP	AR-0046	State Pool	01/11/18	0	1.1942
	6990-Lone Star COP	AR-0012	State Pool	06/26/00	0	1.1942
	6996-Lone Star COP	AR-0044	State Pool	08/01/16	0	0.0796
	6999-Lone Star COP	AR-0050	State Pool	10/30/19	0	1.1942
	753-Lone Star COP	AR-0015	State Pool	09/07/00	0	1.1942
	Cash / Money Market Total				**0**	**1.1818**
1 - 30 Days	59333FYQ7	20-0014	MIAMI-DADE COUNTY FLORIDA 0.65 07/01/22	06/24/20	1	0.6500
	977123X45	20-0015	WISCONSIN ST 0.301 07/01/22	07/30/20	1	0.3010
	1 - 30 Days Total				**1**	**0.3987**
31 - 60 Days	912796T41	22-0011	Treasury Bill 0.00 08/18/22	02/22/22	49	0.5693
	31 - 60 Days Total				**49**	**0.5693**
91 - 180 Days	67759HLD4	20-0013	OHIO STATE 1.592 10/01/22	05/08/20	91	1.1301
	912796P94	22-0012	Treasury Bill 0.00 12/01/22	02/11/22	154	0.8152
	91 - 180 Days Total				**145**	**0.8596**
181 - 364 Days	3130AJ7E3	20-0012	FHLB 1.375 02/17/23	03/04/20	227	0.8130
	34153QUB0	21-0003	Florida St Brd Ed Pub Ed Taxabl 0.29 06/01/23	10/22/20	331	0.2900
	382529AC9	21-0014	Goodyear Ariz Excise Tax Rev Ta 0.36 07/01/23	05/06/21	361	0.3600
	446201AB1	21-0013	Huntington Beach Calif Pension 0.381 06/15/23	04/01/21	345	0.3810
	91417NAY1	21-0012	University Colo Enterprise Sys 0.347 06/01/23	04/13/21	331	0.3470
	938429S24	21-0002	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	345	0.3862
	977123X52	20-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	361	0.4200
	181 - 364 Days Total				**319**	**0.4677**
1 - 4 Years	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	781	0.6890
	3130AP7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	800	0.5100
	467486XT8	22-0005	Jackson Cnty Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	601	0.8200
	677765GU7	21-0006	Ohlone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	391	0.4253
	686053CP2	22-0006	Oregon Sch Brds Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	720	1.0203
	798186N65	21-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	01/20/21	391	0.2210
	9128285U0	22-0018	Treasury Note 2.625 12/31/23	06/02/22	549	2.4440
	9128285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	549	2.7089
	912828T26	22-0014	Treasury Note 1.375 09/30/23	02/08/22	457	1.1938
	912828T91	22-0015	Treasury Note 1.625 10/31/23	03/14/22	488	1.6368
	912828W48	22-0002	Treasury Note 2.125 02/29/24	09/30/21	609	0.3781
	912828WJ5	22-0016	Treasury Note 2.50 05/15/24	04/06/22	685	2.5223
	912828Y87	22-0013	Treasury Note 1.75 07/31/24	02/08/22	762	1.4247
	912828YM6	22-0007	Treasury Note 1.50 10/31/24	11/04/21	854	0.7623
	912828YV6	22-0008	Treasury Note 1.50 11/30/24	12/14/21	884	0.9569
	912828YV6	22-0019	Treasury Note 1.50 11/30/24	06/02/22	884	2.7776
	91282CBE0	21-0016	Treasury Note 0.125 01/15/24	07/01/21	564	0.3633
	91282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	564	0.2063
	91282CBV2	21-0018	Treasury Note 0.375 04/15/24	07/01/21	655	0.4173
	91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	655	0.3197
	91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	716	0.4578
	91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	716	0.5248
	91282CCT6	21-0019	Treasury Note 0.375 08/15/24	08/17/21	777	0.4092
	91282CDB4	22-0004	Treasury Note 0.625 10/15/24	10/19/21	838	0.7282
	91282CDM0	22-0009	Treasury Note 0.50 11/30/23	01/11/22	518	0.8643
	968657JG2	21-0007	Will Cnty Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	495	0.3690
	1 - 4 Years Total				**661**	**0.9365**
	Investment Total				**53**	**1.1269**

Conroe I.S.D.
06/01/22 - 06/30/22

This report summarizes the investment position of Conroe I.S.D. for the period 06/01/22 to 06/30/22.

	05/31/22	06/30/22
Book Value	656,862,775.70	602,315,373.51
Market Value	655,443,150.73	600,569,393.23
Par Value	656,620,880.70	602,102,087.84
Change in Market Value		-293,248.02
Weighted Average Maturity (in Days)	50	53
Weighted Average Yield-to-Maturity of Portfolio	0.8190%	1.1269%
Yield-to-Maturity of 90 Day T-Bill	1.0530%	1.6000%
Accrued Interest		37,230.88

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Conroe I.S.D. is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Conroe I.S.D..

Digitally signed by Karen Garza
Date: 2022.07.10 16:08:25 -05'00'