Conroe Independent School District Board of Trustees
Official Notice and Agenda
Special Meeting of the Board of Trustees
5:00 PM Tuesday, August 4, 2026

A Special Meeting of the Board of Trustees of the Conroe Independent School District will be held Tuesday, August 4, 2026, beginning at 5:00 PM in the Deane L Sadler Administration Building located at 3205 West Davis, Conroe, TX 77304. The meeting may be accessed virtually at http://tiny.conroeisd.net/R78KV*

One or more board members will be, or may be, attending by videoconference call in compliance with the Texas Open Meetings Act.

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. **Invocation**
II. **Pledge of Allegiance**
III. **Closed Session****
  A. Texas Government Code Section §551.074 and §551.071
    1. Board Member Roles and Responsibilities — Budget Adoption 3
IV. **Citizen Participation** **14**
V. **Consent Agenda**
  A. Consider and Approve Minutes 15
  B. Receive Human Resources Report and Consider and Approve Employment of Professional Personnel 22
  C. Consider and Approve the 2026-2027 Student Code of Conduct 29
  D. Consider and Approve Interlocal Agreement with Harris County Department of Education Music Therapy to Provide Required IEP Services for Students 73
  E. Consider and Approve Interlocal Agreement with the Harris County Department of Education for Specialized Services Academic Behavior School (ABS) West 76
VI. **Administration**
  A. Consider and Approve Amendment to HPM Construction Audit Contract 84
VII. **Business Finance**
  A. Receive 2026-2027 Budget Update 104
VIII. **Adjourn**

Posted in compliance with the Texas Open Meetings Act: _____ at_____.

_____
For the Board of Trustees

Taxpayer Impact Statement

(Pursuant to Texas Government Code 551.043(c)(2))

Fiscal Year (Tax Year)	Median-Valued Homestead	Tax Rate per $100 of Value	Estimated Property Tax Bill
FY 25-26 (Tax Year 2025)	$227,985	$0.9496	$2,164.95
FY 26-27 (Tax Year 2026)	$229,695	$0.9496*	$2,181.18

Estimated Property Tax Bill is calculated by taking the **Median** Value divided by $100 multiplied by the Adopted Tax Rate

*Proposed

* Virtual Link

Any meeting not live-streamed will be made available via recording per Tex. Gov't Code Section 551.128(b-2), (b-4) **

Closed Session Authorization During Meeting

If during the course of the meeting covered by this notice the board should determine that a closed or executive meeting or session of the board should be held or is required, then such closed

or executive meeting or session as authorized by Chapter 551 of the Texas Government Code (the Open Meetings Act) will be held by the board at the date, hour, and place given in this notice

or as soon after the commencement of the meeting covered by this notice as the board may conveniently meet in such closed or executive session concerning any and all subjects and for any

and all purposes permitted by Section 551.071 through Section 551.089 inclusive of said Open Meetings Act. 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 this public meeting, or

b) a subsequent public meeting of the board upon notice thereof, as the board shall determine.

All final votes, actions, or decisions will be taken in an open meeting.

Please see the Texas Open Meetings Act, Tex. Gov't Code ch. 551.

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. A governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks

the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas

Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real

property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Sec. 551.073. DELIBERATION REGARDING PROSPECTIVE GIFT; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate a negotiated contract for a prospective gift donation to the state or the governmental body if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Sec. 551.074. PERSONNEL MATTERS. (a) This chapter does not require a governmental body to conduct an open meeting:

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or

(2) to hear a complaint or charge against an officer or employee. (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public

hearing.

Sec. 551.076. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting to

deliberate: (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit.

Sec. 551.082. SCHOOL CHILDREN; SCHOOL DISTRICT EMPLOYEES; DISCIPLINARY MATTER OR COMPLAINT. (a) This chapter does not require a school board to conduct an open meeting to

deliberate in a case: (1) involving discipline of a public school child; or (2) in which a complaint or charge is brought against an employee of the school district by another employee and the

complaint or charge directly results in a need for a hearing.

Sec. 551.0821. SCHOOL BOARD: PERSONALLY IDENTIFIABLE INFORMATION ABOUT PUBLIC SCHOOL STUDENT. (a) This chapter does not require a school board to conduct an open meeting to

deliberate a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation. (b) Directory information about a

public school student is considered to be personally identifiable information about the student for purposes of Subsection (a) only if a parent or guardian of the student, or the student if the

student has attained 18 years of age, has informed the school board, the school district, or a school in the school district that the directory information should not be released without prior

consent. In this subsection, "directory information" has the meaning assigned by the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), as amended. (c)

Subsection (a) does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.

Sec. 551.089. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting to

deliberate: (1) security assessments or deployments relating to information resources technology; (2) network security information as described by Section 2059.055(b); or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

CONROE ISD BUDGET 2026-2027

	Funding Element Description / How Calculated	Any State Restriction on the Board of Trustees' Use of Funds	
Funding elements and line numbers from TEA Summary of Finance (available here)			
2	Regular Program Allotment ADA (Average Daily Attendance; Does not include SPED and CTE FTEs)	N/A	**58,448** *(students in regular program ADA)*
PROPERTY VALUES			
8	2026 State Certified Property Value for Conroe ISD *How calculated: Certified by Montgomery Central Appraisal District/MCAD*	N/A	**$57B**

BOARD PROPERTY TAX RATE			
11A	**TIER TWO: Board Discretionary Tax**	N/A	**$0.05**

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	How calculated: Set by the Board; Max that can be taxed without going to voters (VATRE)		
11	**TIER ONE: Maximum Compressed Tax Rate (MCR) per $100 of Property Value** *How calculated: Set by TEA*	N/A	**$0.6171**
13	**Interest and Sinking Tax Rate** *How calculated: Board must set rate to cover principal + interest coming due each year*	N/A	**$0.2825**
13A	**Total Property Tax Rate (Line 11A + 11 + 13)**	N/A	**$0.9496**
17	*Basic Allotment* *How calculated: Set by the Legislature*	*N/A*	***$6,215***[4]
ALLOTMENTS — TIER ONE			
21	Regular Program Allotment (Tex. Educ. Code § 48.051) *How calculated: = Line 2 × Line 17*	**No Board Restriction on Fund Use:** Funds may be used for any legal purpose	**$363M**

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23	Special Education Adjusted Allotment (Tex. Educ. Code § 48.102) *How calculated: Based on weighted ADA/FTE by SPED instructional setting × funding weights × Line 17**	**Partial Board Restriction on Fund Use: Board must spend at least 55% on Special Education** *Note: This allotment does not cover Conroe ISD's actual costs to meet State requirements. The Board must close the funding gap using other areas.*	**$87M**
24	Dyslexia Allotment (Tex. Educ. Code § 48.103) *How calculated: Based on identified dyslexia population × funding weight × Line 17**	**Total Board Restricted on Fund Use: The Board must spend 100% on Dyslexia services** *Note: This allotment does not cover Conroe ISD's actual costs to meet State requirements. The Board must close the funding gap using other areas.*	**$4.5M** 5
25	Compensatory Education Allotment (Tex. Educ. Code § 48.104) *How calculated: Based on economically disadvantaged population × funding weight × Line 17**	**Total Board Restricted on Fund Use: The Board must spend 100% on At Risk Students**	**$49M**
26	Bilingual Education Allotment (Tex. Educ. Code § 48.105) *How calculated: Based on bilingual/ESL ADA × funding weight × Line 17**	**Partial Board Restriction on Fund Use: Board must spend at least 55% on Bilingual Education**	**$9M**

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27	Career and Technology Allotment (Tex. Educ. Code § 48.106) *How calculated: Based on CTE ADA × funding weight × Line 17**	**Partial Board Restriction on Fund Use: Board must spend at least 55% on Career and Technology**	**$47M**
29	Early Education Allotment (Tex. Educ. Code § 48.108) *How calculated: Based on qualifying K-3 ADA × funding weight × Line 17**	**Total Board Restricted on Fund Use: The Board must spend 100% on Early Education** *Note: This allotment does not cover Conroe ISD's actual costs to meet State requirements. The Board must close the funding gap using other areas.*	**$9M** 6
30	Gifted & Talented Adjusted Allotment (Tex. Educ. Code § 48.109) *How calculated: Based on identified G/T population × funding weight × Line 17**	**Total Board Restricted on Fund Use: The Board must spend 100% on G&T**	**$1.5M**
31	College, Career, Military Readiness Outcomes Bonus (Tex. Educ. Code § 48.110) *How calculated: Based on number of CCMR outcomes achieved × bonus amount**	**Partial Board Restriction on Fund Use: Board must spend at least 55% on College, Career, Military Readiness**	**$4M**
32	Fast Growth Allotment (Tex. Educ. Code § 48.111) *How calculated: Based on the district's enrollment growth rate × funding weight**	**No Board Restriction on Fund Use:** Funds may be used for any legal purpose	**$18M**

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33	Teacher Incentive Allotment (Tex. Educ. Code § 48.112) *How calculated: Based on number of designated teachers × award tier**	**Near Total Board Restricted on Fund Use:** The Board must spend at least 90% on teacher compensation	**$5M**
36	Transportation Allotment (Tex. Educ. Code § 48.151) *How calculated: Based on eligible ridership/mileage**	**Total Board Restricted on Fund Use:** The Board must spend 100% on transportation services *Note: This allotment does not cover Conroe ISD's actual costs to meet State requirements. The Board must close the funding gap using other areas.*	**$7M** 7
37	New Instructional Facilities Allotment (Tex. Educ. Code §48.152)	**Total Board Restricted on Fund Use: The Board must spend 100% on new facilities**	**$2M**
38	Dropout Recovery and Residential Placement Facility Allotment (Tex. Educ. Code § 48.153) *How calculated: Based on qualifying enrollment**	**Total Board Restricted on Fund Use: The Board must spend 100% on Dropout Recovery**	**$48k**

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40	College Preparation and Career Readiness Assessment Reimbursement for Students to Take SAT (Tex. Educ. Code § 48.155) *How calculated: Based on qualifying assessments administered**	**Total Board Restricted on Fund Use: The Board must spend 100% on student testing**	**$248k**
41	Certification Examination Reimbursement (Tex. Educ. Code § 48.156) *How calculated: Based on qualifying teacher exams reimbursed**	**Total Board Restricted on Fund Use: The Board must spend 100% on exam reimbursements**	**$155k**
42	Teacher Retention Allotment (Tex. Educ. Code § 48.158) *How calculated: Based on eligible teacher tenure/count**	**Total Board Restricted on Fund Use: The Board must spend 100% on salaries**	**$19M**[8]
43	Support Staff Retention Allotment (Tex. Educ. Code § 48.1581) *How calculated: Based on eligible support staff count**	**Total Board Restricted on Fund Use: The Board must spend 100% on salaries** *Note: This allotment does not cover Conroe ISD's actual costs to meet State requirements. The Board must close the funding gap using other areas.*	**$2.5M**

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44	Special Education Full Individual and Initial Evaluation (FIIE) Allotment (Tex. Educ. Code §48.159) *How calculated: Based on number of qualifying evaluations**	**Total Board Restricted on Fund Use: The Board must spend 100% on special education** *Note: This allotment does not cover Conroe ISD's actual costs to meet State requirements. The Board must close the funding gap using other areas.*	**$2M**
45	School Safety Allotment (Tex. Educ. Code §48.160) *How calculated: Based on enrollment/campus count × per-student and per-campus rates**	**Total Board Restricted on Fund Use: The Board must spend 100% on student safety** *Note: This allotment does not cover Conroe ISD's actual costs to meet State requirements. The Board must close the funding gap using other areas.*	**$3.5M** 9
46	Allotment for Basic Costs (Tex. Educ. Code §48.161); Additional funding per enrolled student *How calculated: Based on a formula set by TEA**	**Total Board Restricted on Fund Use: The Board must spend 100% on certain operating costs**	**$7.5M**
47	**Conroe ISD Tier One Entitlement**	N/A	**$640M**
TIER ONE FUNDING SOURCES (for Line 47)			

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48	**LOCAL SHARE:** Local property taxes the Board must collect, per TEA, to fund the Tier One Entitlement *How calculated: = (Line 8 ÷ $100) × Line 11*	N/A	**$352M**
49	**STATE PER-CAPITA DISTRIBUTION:** Per-student distribution from the Available School Fund (ASF), guaranteed funding under the Texas Constitution	N/A	**$40M**
50	**STATE SHARE:** Amount the State will pay toward Tier One	N/A	**$248M**
50A	**TIER ONE TOTAL FUNDING**	N/A	**$640M**

TIER TWO FUNDING SOURCES			
51A	**TIER TWO LOCAL SHARE: Local property tax revenue generated by the Board's optional $0.05 enrichment tax (Line 11A)**	**No Board Restriction on Fund Use:** Funds may be used for any legal purpose	**$28M**

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51	**STATE SHARE** *How calculated: Guaranteed yield of $129.52 per Weighted Average Daily Attendance per penny × $0.05 × 95,950.786 WADA = $63,753,310 Entitlement − $29,389,655 Local Share (Line 51A) = $34,363,655 State Share****	**No Board Restriction on Fund Use:** Funds may be used for any legal purpose	**$33M**
51B	**TIER TWO TOTAL ENTITLEMENT**	N/A	**$61M**
52	Other Programs and Formula Adjustments	**Total Board Restricted on Fund Use: The Board must spend 100% on property tax relief and other requirements**	**$14M**
51C	**TOTAL M&O ENTITLEMENT (TIER ONE + TIER TWO)**	N/A	**$715M**
I&S FUNDING			
60	**STATE SHARE: Additional State Aid to Pay for Homestead Exemption (Hold Harmless)** *How calculated: State-determined reimbursement amount*	**Total Board Restricted on Fund Use: The Board must spend 100% on property tax relief and other requirements**	**$26M**

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60A	**LOCAL SHARE: Property Taxes for Principal and Interest Due** *How calculated: = Line 8 / $100 * Line 13*	**Total Board Restricted on Fund Use: The Board must spend 100% on interest and principal**	**$161M**
60B	**TOTAL I&S FUNDING**	N/A	**$187M**
			$902M

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CONROE ISD 2026-2027 BUDGET FUNDING SOURCE SUMMARY

	Line Reference	Maintenance and Operations	Line Reference	Interest and Sinking
State Aid				
Tier One	Line 50	$248M	—	—
Tier Two	Line 51 / Tier Two Detail, Line 12	$33M	—	—
Homestead Hold Harmless		—	Line 60	$26M
Subtotal: State Aid		**$281M**		**$26M**
Local Property Taxes				
Tier One	Line 48	$352M	—	—
Tier Two	Tier Two Detail, Line 51A	$28M	—	—
I&S		—	Line 60A	$161M
Total Local Property Taxes		**$380M**		**$161M**
State Per-Capita Distribution	Line 49	$40M	—	—
Other Programs	Line 52	$14M		
Total State + Local Revenue		**$715M**		**$187M**
TOTAL ENTITLEMENT UNDER SCHOOL FINANCE FORMULAS				**$902M**

**Detailed calculations not shown in this report. Figures reflect the rounded ($M) values. Rounding may cause amounts to differ from unrounded figures. Source: Conroe ISD 2026-2027 Official Budget – Draft August 4, 2026.*

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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. David Vinson, 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. David Vinson
Superintendent of Schools

Consider and Approve 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. David Vinson, Superintendent of Schools.

Explanation:
Attached are the minutes from the July 21, 2026, Regular Board Meeting. These minutes will become official upon approval.

Policy Reference: Legal and Local Board Policy BE

Submitted and Recommended by:

Dr. David Vinson
Superintendent of Schools

OPENING

A Regular Meeting of the Conroe Independent School District Board of Trustees was held on Tuesday, July 21, 2026, at the Walter P. Jett Continuing Education Center located at 19043 David Memorial Drive Shenandoah, TX 77385. Superintendent Dr. David Vinson and a quorum of the Board of Trustees attended the meeting: Misty Odenweller, Nicole May, Lindsay Dawson, Melissa Dungan, Melissa Semmler, Marianne Horton, and Aggie Gambino. Board President Misty Odenweller called the meeting to order at 5:02 p.m. Trustee Dawson led the invocation. Trustee Horton led the pledges.

The Open Session ended at 5:05 p.m.

CLOSED SESSION

The Open Session reconvened at 6:50 p.m.

ACTION ON CLOSED SESSION ITEM

No action was taken

CITIZEN PARTICIPATION

The following citizens registered and addressed the Board of Trustees:

Ryan Tsamouris	Patricia Monticello-Kievlan	Whalin Harter-Leahy
Phil Martin	Lorraine Rice	Krystal Eicher

CONSENT AGENDA

Motion #7501

Melissa Dungan, seconded by Aggie Gambino moved: That the Board of Trustees remove the following items from the Consent Agenda for further discussion:

G. Consider and Approve Interlocal Agreement with Harris County Department of Education Music Therapy to Provide Required IEP Services for Students
H. Consider and Approve Interlocal Agreement with Harris County Department of Education for Specialized Services Academic Behavior School (ABS) West
K. Consider and Approve Annual Resolution Identifying Hazardous Traffic Conditions for the 2026-2027 School Year
O. Consider on Second Read and Final Adoption Board Policy CH (Local) Purchasing and Acquisition

and approve the following items on the consent agenda as presented:

- Consider and Approve Minutes
- Consider and Approve Amendment to the Budget
- Receive Human Resources Report and Consider and Approve Employment of Professional Personnel
- Receive Financial Reports
- Consider and Approve the Joint Election Agreement with Montgomery County and Adopt all County Early Voting Dates, Times, and Locations as well as all Election Day Polling Locations for the November 3, 2026, CISD Trustee General Election
- Consider and Approve Resolution Designating Non-business Days for the 2027 and 2028 Calendar Years in Compliance with Texas Government Code §552.0031

- Consider and Approve Interlocal Agreement with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for Retired Peace Officer Critical Illness Coverage Enacted by House Bill 4144 and Authorize the Superintendent (or designee) to Execute all Necessary Documents
- Consider and Approve Annual Recommendations for the State Board of Education Certification Professional Development Clearinghouse for the 2026-2027 School Year
- Consider and Approve Award Request for Proposal RFP# 25-05-01 Tree Removal Services to the Selected Vendor(s) and Authorize the Superintendent to Make Purchases in Accordance with Board Policy CH Purchasing and Acquisition
- Consider and Approve Award Request for Proposal RFP# 26-03-02 - Property, Boiler & Machinery, Crime Insurance and Authorize the Superintendent to Make the Purchase in Accordance with Board Policy CH Purchasing and Acquisitions
- Consider and Approve Award Request for Proposal RFP# 26-04-02 - Building & Welding Materials, Tools, Hardware & Supplies Vendor(s) and Authorize the Superintendent to Make Purchases in Accordance with Board Policy CH Purchasing and Acquisition
- Consider on Second Read and Final Adoption Board Policy CJ (Local) Contracted Services
- Consider on Second Read and Final Adoption Board Policy CKC (Local) Safety Program/Risk Management: Emergency Plans
- Consider on Second Read and Final Adoption Board Policy DBAA (Local) Employment Requirements and Restrictions: Pre-Employment Reviews
- Consider on Second Read and Final Adoption Board Policy DEC (Local) Compensation and Benefits: Leaves and Absences
- Consider on Second Read and Final Adoption Board Policy DH (Local) Employees Standards of Conduct
- Consider on Second Read and Final Adoption Board Policy DP (Local) Personnel Positions
- Consider on Second Read and Final Adoption Board Policy EHBAB (Local) Special Education: ARD Committee and Individualized Education Program
- Consider on Second Read and Final Adoption Board Policy FO (Local) Student Discipline
- Consider on Second Read and Final Adoption Board Policy FOA (Local) Student Disciplines: Removal by Teacher or Bus Driver
-

Carried unanimously by a vote of 7-0.
Nicole May: Yay
Lindsay Dawson: Yay
Melissa Semmler: Yay
Melissa Dungan: Yay
Marianne Horton: Yay
Aggie Gambino: Yay
Misty Odenweller: Yay

Motion #7502

Melissa Dungan, seconded by Marianne Horton, moved: That the Board of Trustees table two of the removed items from Consent Agenda: G. Consider and Approve Interlocal Agreement with Harris County Department of Education Music Therapy to Provide Required IEP Services for Students and item H. Consider and Approve Interlocal Agreement with Harris County Department of Education for Specialized Services Academic Behavior School (ABS) West, pending further review and bring the items back before the board in August.

Carried by a vote of 4-3.
Nicole May: No
Lindsay Dawson: No
Melissa Semmler: Yay
Melissa Dungan: Yay
Marianne Horton: Yay
Aggie Gambino: No
Misty Odenweller: Yay

Motion #7503

Marianne Horton, seconded by Melissa Dungan, moved: That the Board of Trustees accept as presented the removed item from Consent Agenda: Item K. Consider and Approve Annual Resolution Identifying Hazardous Traffic Conditions for the 2026-2027 School Year with further investigation to be conducted by the district ensuring safe routes for all CISD students.

Carried unanimously by a vote of 7-0.
Nicole May: Yay
Lindsay Dawson: Yay
Melissa Semmler: Yay
Melissa Dungan: Yay
Marianne Horton: Yay
Aggie Gambino: Yay
Misty Odenweller: Yay

Motion #7504

Lindsay Dawson, seconded by Nicole May, moved: That the Board of Trustees accept as presented the removed item from Consent Agenda: Item O. Consider on Second Read and Final Adoption Board Policy CH (Local) Purchasing and Acquisition.

Carried by a vote of 5-1-1.
Nicole May: Yay
Lindsay Dawson: Yay
Melissa Semmler: Yay
Melissa Dungan: Absent
Marianne Horton: No
Aggie Gambino:Yay
Misty Odenweller: Yay

HUMAN RESOURCES

A - Recognize Principals

Assistant Superintendent of Middle Schools Paula Klapesky recognized Shimona Eason as Principal for Cryar Intermediate.

ADMINISTRATION

A - Consider and Approve the Conroe ISD Education Foundation Memorandum of Understanding

Motion #7505

Melissa Dungan, seconded by Lindsay Dawson, moved: That the Board of Trustees accept as presented by Lindsay Ardoin Director of Communications and Education Foundation the Conroe ISD Education Foundation Memorandum of Understanding.

Carried unanimously by a vote of 7-0.
Nicole May: Yay
Lindsay Dawson: Yay
Melissa Semmler: Yay
Melissa Dungan: Yay
Marianne Horton: Yay
Aggie Gambino: Yay
Misty Odenweller: Yay

B - Receive the 2025-2026 School Health Advisory Council (SHAC) Annual Report

The Board received an update on the 2025-2026 School Health Advisory Council (SHAC) by Dr. Mark Murrell, Assistant Superintendent of High Schools. No action was taken, informational only.

C - Receive Information on the District's Draft Legislative Priorities, Outline, and Timeline for the 90th Texas Legaslative Session

The Board received information on the District's Draft Legislative Priorities, Outline, and Timeline for the 90th Texas Legaslative Session from Dr. Hedith Upshaw, Assistant Superintendent of Governance and Leadership Programs. No action was taken, informational only.

PLANNING AND CONSTRUCTION

A - Discuss and Possibly Approve a Resolution to Enter into an Agreement with the State of Texas for Roadway Improvements Along FM 1314 Turn Lanes for Fowler Intermediate School Project and Delegate the Authority to the Superintendent to Negotiate and Execute the Documents Necessary to Effecutuate the Transaction

Motion #7506

Lindsay Dawson, seconded by Aggie Gambino moved: That the Board approve the resolution as presented by Mr. Chris McCord Assistant Superintendent of Operations.

Carried unanimously by a vote of 7-0.
Nicole May: Yay
Lindsay Dawson: Yay

Melissa Semmler: Yay
Melissa Dungan: Yay
Marianne Horton: Yay
Aggie Gambino: Yay
Misty Odenweller: Yay

B - Discuss and Possibly Approve a Resolution to Enter into an Agreement with the State of Texas for Roadway Improvements Along FM 3083 and North Loop 336 E Traffic Signals for Timber Mill High School Project and Delegate the Authority to the Superintendent to Negotiate and Execute the Documents Necessary to Effecutuate the Transaction

Motion #7507

Melissa Dungan, seconded by Lindsay Dawson moved: That the Board approve the resolution as presented by Mr. Chris McCord Assistant Superintendent of Operations.

Carried unanimously by a vote of 7-0.
Nicole May: Yay
Lindsay Dawson: Yay
Melissa Semmler: Yay
Melissa Dungan: Yay
Marianne Horton: Yay
Aggie Gambino: Yay
Misty Odenweller: Yay

BOARD POLICY DISCUSSION

A - Consider on First Reading Board Policy CV (Local) Facilities Construction

The Board received updates, clarification and provided feedback on suggested language to see reflected in the policy. No action was taken, the policy will be reviewed for a second read and a final adoption during a future board meeting.

B - Consider on First Reading Board Policy EFB (Local) Instructional Resources: Library Materials

The Board received updates, clarification and provided feedback on suggested language to see reflected in the policy. No action was taken, the policy will be reviewed for a second read and a final adoption during a future board meeting.

C - Consider on First Reading Board Policy FOFF (Local) Special Education Parent Advisory Council (SEPAC)

The Board received updates, clarification and provided feedback on suggested language to see reflected in the policy. No action was taken, the policy will be reviewed for a second read and a final adoption during a future board meeting.

ADJOURN

President Odenweller adjourned the meeting at 9:32 p.m.

Approved: August 4, 2026, by:

President, Board of Trustees	Secretary, Board of Trustees

Receive Human Resources Department Report and Consider Employment of Professional Personnel

Recommendation:
That the Conroe Independent School District Board of Trustees approves the Human Resources report as submitted by Paula Green, Executive Director of Human Resources, and as recommended by Dr. David Vinson, Superintendent of Schools:

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

Personnel Resignations (*Information Only*)

Campbell Elementary School
Amanda Gary, Physical Education

Cox Intermediate School
Maria Lourdes Vigilar, Science/Social Studies

Hines Elementary School
Cynthia Brunswick, Fourth Grade

Houser Elementary School
Elizabeth Slocum, Special Education

Moorhead Junior High School
John Day, Band

Reaves Elementary School
Aurora Ventura, Nurse

Special Education Department
Nikole Crowder, Parent Engagement Liaison

The Woodlands College Park High School
Ana Dawson, Science Composite
Joel Welch, Special Education

Veterans Memorial Intermediate School
Jodi Reeves, Art

Employment of Professional Personnel

Academy of Science and Technology
Thomas Gober, Computer Science

Anderson Elementary School
Jazmin Velasquez, Kindergarten

Austin Elementary School
Elizabeth Casas, Kindergarten
Michelle Fisher, Second Grade
Madison Hancock, Fourth Grade

Bartlett Elementary School
Emma Frease, Fourth Grade
Jazmin Gallaga, Bilingual Pre-Kindergarten

Birnham Woods Elementary School
Mallory Carpenter, Fourth Grade

Bozman Intermediate School
Jacob Christopherson, Science/Social Studies
Michael Hicks, Math

Bush Elementary School
Lien Garcia, First Grade

Campbell Elementary School
Nequiatuia Hopes, Kindergarten

Caney Creek High School
Joshua Farley, Marketing
Robert Garza, Marketing
Gentry Lewis, Special Education
Pauline Neto, French
Marcus Witchet Jr., Social Studies

Collins Intermediate School
Amy Scott, Science/Social Studies

Community Outreach Department
Stefanie Kestler**,** Social Services Liaison/Dropout Prevention

Conroe High School
Lene Carroll, Social Studies
Christopher Guillory, Health Technology
Austin Hines, Social Studies
Darianne Keller, Health Science

Patricia Lewandowski, Physical Education
Laquon Robinson, Business
Ashley Ross, Science Composite
Alicia Valadares, English

Conroe High School – Ninth Grade Campus
Donovan Ball, English
Cody Tucker, BASS Program Liaison

Cox Intermediate School
Archie Chavez, Band
David Gatlin, Band
Christina Howland, Science/Social Studies

Creighton Elementary School
Carol Carmona, Bilingual Second Grade

Cryar Intermediate School
Abigail Pena, Math
Tonya Stalsby, Special Education-SDC

DAEP/JJAEP
Sharon Callies, BASS Program Liaison
Marcus Lalumandier, DAEP/4-8
Joshua Schmidt, DAEP/4-8

Ford Elementary School
Jessica Maxwell, Fourth Grade
Ashley Sparks, BASS Program Liaison
Ronda Wylie, Bilingual Fourth Grade

Fowler Intermediate School
Sophie Haymond, Language Arts

Gordon-Reed Elementary School
Kendahl Clements, Third Grade
Melanie Combs, Second Grade
Kirralee Dunn, Librarian/Media Specialist
Sonya Watkins, Math
Reese Woodard, Kindergarten
Mark Wootton, Band

Grand Oaks High School
Oghenero Akpoyoware, Biology
Tenisha Barnes, English
Valeria Fuller, Counselor

Darrell Hudson, Math
Lakesha Leonard, Business
Braelea Loftin, Math
Angelise Lucas, Social Studies
Beau Maddox, English
Brittany Moore, Audio/Video Productions
Avery Sheldon, Math
Maggie Torres, English

Grangerland Intermediate School
Julianna Muirhead, Language Arts

Hailey Elementary School
Jordan Lenard, Second Grade
Jennifer Rivera, First Grade

Hines Elementary School
Theresa Nabavi, Fourth Grade

Hope Elementary School
Abigail Allen-Walker, Third Grade

Houston Elementary School
Lilian Flores, Third Grade
Athelia Harris, Special Education-Life Skills
Melanie Orellana, Special Education

Irons Junior High School
Tabitha Simper, Theater Arts

McCullough Junior High School
Trevor Fontenot, Social Studies
Jessie Stoner, Assistant Band

Milam Elementary School
Lesly Jaimes, Bilingual Pre-Kindergarten
Angelica Villalobos, Third Grade

Mitchell Intermediate School
Elizabeth Alaimo, Math
Kenneth Holmes, Orchestra

Moorhead Junior High School
Ashley Hicks, Physical Education

Oak Ridge High School

Cornell Broussard, Social Studies
Laura Cassidy, English
Victoria Moseley, Social Studies
Allison Self, Science Composite

Oak Ridge High School – Ninth Grade Campus
Ana Saravia Galvan, Spanish

Patterson Elementary School
Andrea Castrejon, Dual Language Second Grade
Brianna Yates, Family Engagement Liaison

Peet Junior High School
Cynthia Cavazos, Math
Molly Henk, General Employability

Powell Elementary School
Mackenna Andrews, Fourth Grade
Kendall Nash, First Grade

Reaves Elementary School
Taylor Insana, Third Grade
Melisa Kowis, Nurse

Rice Elementary School
Tikara Young, Campus Literacy Instructional Lead

San Jacinto Elementary School
Anthony Sheppherd, Special Education-PPCD

Special Education Department
Kristy Contreras, District Dyslexia Interventionist
Reina Faisal, District Dyslexia Interventionist
Yesenia Hernandez, ARD Facilitator
Hannah Pope, Speech Language Pathologist Assistant

Suchma Elementary School
Ashley Babers, Third Grade

The Woodlands College Park High School
Lauren Domangue, English
Tania Gonzalez, Math
Kendra Lee, Family Consumer Science
Courtney Smith, English
Erica Sopon, Biology

The Woodlands High School
Ana Almeida Rodriguez, Math
Harold Bowman, Marketing
Devin Green, English
Alexis Rudy, Agricultural Science

The Woodlands High School – Ninth Grade Campus
Lydia Bollero-Hensel, Biology
Yolanda Levier, Biology

Tough Elementary School
Signe Aconcha, Third Grade
Natasha Vyas, Science/Social Studies

Travis Intermediate School
Anna Armstrong, Math/Science
Isabella Carballo, Bilingual Fifth Grade

Veterans Memorial Intermediate School
Lia Witt, Art

Vogel Intermediate School
Kasey Brown, Special Education
Madison Callicutt, Language Arts/Science/Social Studies
Amanda Morris, Language Arts/Social Studies
Marie Willingham, Librarian/Media Specialist

Wilkerson Intermediate School
Destiny Bryant, Science/Social Studies

Wilkinson Elementary School
Alessandra Hernandez, Fourth Grade

York Junior High School
Lanni Adams-Jones, Special Education
Jennifer Briley, Science
Ashlyn Freeman, Social Studies
Kimberley Lower, Audio/Visual Productions
Stacey McCoy, Special Education-Rise
Craig Noble, Social Studies
Jessica Turner, Special Education

Board Acceptance is requested:

Recommended by:

Dr. David Vinson
Superintendent of Schools

Submitted by:

Paula Green
Executive Director of Human Resources

Consider and Approve the 2026-2027 Student Code of Conduct

Recommendation:
That the Conroe Independent School District Board of Trustees adopt the 2026-2027 Student Code of Conduct, as submitted by Dr. Mark Murrell, Assistant Superintendent for High Schools and Dr. David Vinson, Superintendent of Schools.

Explanation:
The Student Code of Conduct must be considered and approved by the Board of Trustees on an annual basis. The 2026-2027 Student Code of Conduct reflect no changes from the 2025-2026 Student Code of Conduct.

Policy Reference: FO Legal and Local

Submitted by:

Dr. David Vinson
Superintendent of Schools

Dr. Mark Murrell
Assistant Superintendent for High Schools

Student Code of Conduct

2026 - 2027

CONROE INDEPENDENT SCHOOL DISTRICT

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Accessibility

Conroe ISD is committed to providing access to all individuals, including those with disabilities, seeking information on our website. If you use assistive technology (such as a screen reader, eye tracking device, voice recognition software, etc.) and are experiencing difficulty accessing information on this document, please contact the District's Communications Department at:

(936) 709-7752

Contact Us

3205 W. Davis, Conroe, Texas 77304

Conroe ISD Website

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, Texas 77304; (936) 709-7752.

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), or expulsion and placement in a juvenile justice alternative education program (JJAEP).

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

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

Because the 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

The District posts on its website and in the Student Handbook, for each campus, the email address and telephone number of each school's administrative staff. Campus administrators are 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.

Campus Behavior Coordinator (CBC)

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

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

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC.

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Police Officers

The Board employs and utilizes the Conroe ISD Police to ensure sufficient security and protection of students, staff, and property. In accordance with law, the Board has coordinated with the principal, CBC, and other campus administrators 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 CKEA. The law enforcement duties of school police officers include:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies when necessary and appropriate in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of state law and District policy, rules, and regulations.
7. Carry weapons as directed by the chief of police.
8. Carry out all other duties as directed by the chief of police.

"Parent" Defined

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

Participating in Graduation Activities

The District has the right to limit a student's participation in graduation activities for violating the District's Code of Conduct. Participation might include a speaking role, as established by District policy and procedures.

To be considered 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 current or preceding semester prior to graduation.

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

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, 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 of 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.

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

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, 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. However, the list does not include the most severe offenses. In the subsequent sections on In-School Suspensions, Out-of-School Suspensions, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit specific consequences are listed. However, any offense 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 any behavior that violates the Student Code of Conduct and is motivated by antisemitism or prejudice against any religion or faith.
- 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;
- A short barrel firearm
- 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 small knife;
- A firearm;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device, including a vaping device);
- Non-tobacco/nicotine products, including nicotine pouches;
- 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 Personal Communication Devices

Students shall not: (HB 1481)

- Use a personal communication device including a cell phone, or other electronic device (tablet, radio, smartwatch, etc.) on school property during the school day and shall store the device in accordance with a method of storage established by the district. The district may authorize the use of a personal communication device for the following reasons:
  - To implement an individualized education program (IEP) or for a plan created under Section 504 Rehabilitation Act of

1973 (29 U.S.C. Section 794) or similar program or plan;
- With documented need based on a directive from a qualified physician; or
- To comply with the health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use that is inconsistent with state law policy, regulation or administrator/teacher/staff direction or rule of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

Along with confiscation of the telecommunications device, a campus administrators, CBC, or other administrators have the discretion to determine disciplinary consequences for the first offense which may include in-school suspension or out-of-school suspension and disciplinary alternative placement or JJAEP for successive offenses. In determining additional consequences including disciplinary options, District principal, CBC or other administrators may review the number of offenses, grade levels, and Texas Education Code Chapter 37 factors.

Return and parent retrieval of confiscated devices and more information regarding the Personal Communications Devices can be found in Policy FNCE (Local).

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

Unless otherwise noted, the following conduct that takes place off school property but causes a substantial disruption to the educational environment or infringes on the rights of another student at school is prohibited.

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources on school property.
- Attempt to access or circumvent passwords or other security-related information of the District, students, or employees or upload or create computer viruses.
- 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.
- Use the Internet or other electronic communications to threaten or harass District students, employees, Board members, or volunteers.
- 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."
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety.
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook 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, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an 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. Discipline shall be

based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

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

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

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

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the 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 in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see Glossary) until an 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.
- In-school suspension, as specified in the In-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, including a taser, 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

A campus behavior coordinator (CBC) shall promptly notify a student's parent of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. Notification may be in person or through a phone call or electronic message (such as e-mail). The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of 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, a campus administrator shall send written notification by U.S. Mail. If the 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.

Parental Involvement

The district has not adopted a policy for parental involvement in school disciplinary placements under Education Code 37.0014.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher or 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 delay disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the District will comply with applicable federal law, including the Title IX formal complaint process. See polices FFH (LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the campus behavior coordinator's office to maintain effective discipline on the bus. The campus 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 students in District vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, a campus behavior coordinator 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.

Routine Referral

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

Formal Removal of Student by a Teacher

A teacher may initiate a formal removal from class if:

- The student's behavior repeatedly interferes with the teacher's ability to teach the class or with the student's classmates' ability to learn; or
- A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
- A student engages in conduct that constitutes bullying as defined by Education Code 37.0832.

A teacher, principal, campus behavior coordinator (CBC), or other appropriate administrator must notify a parent/guardian to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

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

At the conference, the CBC shall inform the student of the alleged misconduct and the proposed consequences.

The student shall have an opportunity to respond to the allegations. When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC 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 written consent.

When a student has been formally removed by a teacher for any other conduct, the student may not be returned to the teacher's class without the teacher's written consent, unless the placement

review committee determines that this setting is the best or only alternative, which must occur no later than the third-class day after the date the student was removed. A conference in which the teacher is provided an opportunity to participate must also be held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

Appeals of Formal Teacher Removals

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

In-School Suspension

Misconduct

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

An in-school suspension is not subject to any time limit. A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, they must continue to receive special education and related services specified in the individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum. **[See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.]**

Process

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

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

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

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

The appropriate administrator 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.

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 a student below grade 3 unless the student's conduct meets the requirements established in law.

A student below grade 3 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 threatens the immediate health and safety of other students in the classroom
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

Process

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

Before being suspended, a student shall have an informal conference with a CBC, 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 CBC shall determine the number of days of a student's suspension, not to exceed three school days.

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

1. Self-defense (see Glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, 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.

Alternative Assignment

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they

are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

Coursework During Suspension

The District shall ensure a student receives access to coursework for foundational 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 CBC shall take into consideration:

1. Self-defense (see Glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, 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 die by 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, gang, 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.
- Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124.
- Possesses or uses an e-cigarette, as defined by Section 161.081, Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. See **First-Time Offense of Possession** or **Use of Nicotine Delivery Product or E-Cigarette** for additional information.

In accordance with state law, a student may be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see Glossary) that the student 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. Aggravated robbery or felonies listed as offenses in Title 5 (see Glossary) of the Penal Code are punishable as mandatory.

A CBC 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).
  - Except as provided by Education Code 37.007(a)(3), sells, gives, or delivers to another person or possesses, uses or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are for "under the influence," "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana or THC. A student with

a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.

- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code.
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See Glossary).
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 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.
- Engages in conduct that contains the elements of harassment under Penal Code 42.07 against a school employee or volunteer on or off of school property.
- The student receives deferred prosecution (see Glossary), or a court or jury finds that the student has engaged in delinquent conduct (see Glossary) or the superintendent or designee has a reasonable belief (see Glossary) under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code:
  1. A felony offense under Title 5;
  2. The offense of deadly conduct under Section 22.05;
  3. The felony offense of aggravated robbery under Section 29.03;
  4. The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or
  5. The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section.

Sexual Assault and Campus Assignments

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 a behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal. At the conference, the campus 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 CBC, or District hearing officer 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 CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent. Not later than the second business day after the conference, the Board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code. If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

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

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

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP. The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements. The maximum period of DAEP placement shall be one calendar year, except as provided below. A DAEP placement longer than 60 successive school days, but not to exceed one school year, is only permitted if a recommendation is made by the campus administrator and approved by the District's hearing officer. Unless otherwise specified in the placement order, 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, the CBC, or the Board's designee must determine that:

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

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 District hearing officer.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the CBC. 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 CBC or District's Hearing Officer 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 CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

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

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

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

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers. The student or the student's parent may appeal the superintendent's decision to the Board. The student may not be returned to the regular classroom pending the appeal. In the

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

Withdrawal During Process

When a student violates the District's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the District before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then 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 CBC or District hearing officer or the Board fail 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 in accordance with District policies and procedures. 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.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC or District's hearing officer 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 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 die by 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.
- Criminal mischief, if punishable as a felony.
- Breach of computer security (See Glossary).
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of 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 deadly conduct. (See Glossary.)

Within 300 Feet of School

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

Property of Another District

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

While in 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 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.)
  - Engaging in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
  - Behaving in a manner that contains elements of the following offenses under the Penal Code:
    - Aggravated assault, sexual assault, or aggravated sexual assault.
    - Arson. (See Glossary.)
    - Murder, capital murder, or criminal attempt to commit murder or capital murder.
    - Indecency with a child.
    - Kidnapping or aggravated kidnapping.
    - Burglary, robbery, or aggravated robbery.
    - Manslaughter.
    - Criminally negligent homicide.
    - Continuous sexual abuse of a young child or 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, or a dangerous drug.
    - Engaging in conduct that contains elements of assault against a school employee or volunteer.

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.

Virtual Expulsion Program

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

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

Consideration of Virtual Education as Alternative to Expulsion

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

Process

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

Until a hearing can be held, the CBC or other 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 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 District hearing officer 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 the District's hearing officer 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 District hearing officer 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 District hearing officer 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. Emergency expulsions may be ordered based on a single incident of behavior by the student. 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.

Certain Felonies

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

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

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

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

Hearing and Required Findings

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

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

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

Length of Placement

The student is subject to the placement until:

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

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or District's hearing officer at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be

reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Glossary

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.

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

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

Arson is defined in part by Penal Code 28.02 as:

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 possessions within its 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 a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's 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.

Electronic device is any personal device used for audio, video or text communication or any other type of computer or computer like device. Examples of electronic devices include smartphones, smartwatches, cell phones, iPads, tablets, portable gaming devices, e-Readers, or any other battery powered device which transits voice, text, or data from one person to another.

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

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

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

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

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

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

Hazing is defined by 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 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

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

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

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

Personal Communication Devices means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, listening devices (air pods, headphones, etc.), any other electronic device capable of telecommunication or digital communication or defined a "telecommunications device" under Policy FNCE (Local).

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

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

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to 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. Armor-piercing ammunition;
2. A chemical dispensing device;
3. A zip gun;
4. A tire deflation device; or
5. 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 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 another 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 die by 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.

Código de conducta del estudiante

2026 - 2027

CONROE
INDEPENDENT
SCHOOL DISTRICT

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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.

(936) 709-7752

Sitio web del Conroe ISD

El Distrito Escolar Independiente de Conroe (Distrito) es un proveedor y empleador educativo que brinda oportunidades por igual sin discriminar por motivos de raza, color, origen nacional, sexo, religión, edad o discapacidad, de los programas o actividades educativas que lleva a cabo o en materia laboral. El Distrito está obligado a no discriminar por los motivos anteriores según lo establece el Título VI y Título VII del Acta de Derechos Civiles de 1964, según enmiendas, el Título IX de las Enmiendas Educativas de 1972, el Acta de Discriminación por Edad de 1975, según enmiendas, la Sección 504 del Acta de Rehabilitación de 1973, el Acta de Norteamericanos con Discapacidades, así como las políticas del Consejo.

Para información sobre los derechos de Título IX o Sección 504/derechos ADA, favor de ponerse en contacto con el Coordinador de Título IX o de la Sección 504/ADA en el 3205 W. Davis, Conroe, TX, 77304; al (936) 709-7752.3205 W. Davis, Conroe, Texas 77304; (936) 709-7752.

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 Escolar Independiente de Conroe. 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.

A más tardar el primer día del año escolar 2025-2026, la Agencia de Educación de Texas (TEA) preparará y proporcionará a cada distrito escolar un informe que identifique cada ley relacionada con la disciplina escolar que fue enmendada o agregada por la Legislatura 89, Sesión Regular, 2025. Un distrito escolar proporcionará a cada estudiante y al padre o persona en relación parental con el estudiante el informe preparado.

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

El Distrito publica en su sitio web y en el Manual del Estudiante, para cada campus, la dirección de correo electrónico y el número de teléfono del personal administrativo de cada escuela. Los administradores del campus son los principales responsables de mantener la disciplina estudiantil.

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.

Coordinador de Conducta del Campus *(CBC, en inglés)*

Según lo exige la ley, se debe designar a una sola persona en cada campus para que actúe como Coordinador de Conducta del Campus (CBC). Esta persona designada puede ser el director o cualquier otro administrador del campus que este designe. Otros miembros del personal pueden asistir al CBC en el desempeño de sus funciones, siempre que este verifique personalmente que todos los aspectos del Capítulo 37, Subcapítulo A, se implementen correctamente. El CBC es el principal responsable de mantener la disciplina estudiantil. El CBC supervisará las derivaciones disciplinarias e informará sobre los siguientes comportamientos al equipo de evaluación de amenazas y de seguridad y apoyo escolar del campus:

- Conducta que contenga los elementos del delito de amenaza terrorista según el Código Penal 22.07;
- Conducta que contenga los elementos del delito de porte ilegal de armas según el Código Penal 46.02;
- Conducta que contenga los elementos del delito de exhibición, uso o amenaza de exhibición o uso de un arma de fuego según el Código de Educación 37.125; y
- Cualquier comportamiento o tendencia de comportamiento preocupante del estudiante que pueda representar un riesgo grave de violencia para el estudiante o para terceros.

El distrito publicará en su portal y en el Manual del Estudiante, para cada campus, la dirección de correo electrónico y el número de teléfono de la persona que funja como Coordinador de Apoyo Escolar (CBC).

Equipo de Evaluación de Amenazas y Seguridad Escolar

El director, el CBC u otro administrador competente colaborará estrechamente con el equipo de evaluación de amenazas y seguridad escolar para implementar las políticas y los procedimientos, según lo exige la ley, y tomará las medidas disciplinarias correspondientes de acuerdo con el Código de Conducta.

Búsquedas

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), FNF (LOCAL) y el Código de Conducta.

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.

Los escritorios, casilleros, tecnología proporcionada por el Distrito y artículos similares son propiedad del Distrito y se proporcionan para uso de los estudiantes por conveniencia. La propiedad del distrito está sujeta a búsqueda o inspección en cualquier momento sin previo aviso.

Denuncia de delitos

El director, el CBC u otros administradores escolares, según corresponda, denunciarán los delitos según lo exija la ley y llamarán a la Policía del Distrito Escolar Independiente de Conroe cuando un administrador sospeche que se ha cometido un delito en el campus.

Oficiales de policía

Para garantizar suficiente seguridad y protección de los estudiantes, personal y propiedad, el Consejo emplea y utiliza oficiales de policía. De acuerdo con la ley, el Consejo se coordina con el administradores de la escuela y otros empleados del Distrito para garantizar el cumplimiento de las labores asignadas a oficiales de policía. Las funciones de aplicación de la ley asignadas a los agentes de policía del Distrito se pueden encontrar en la Política CKEA. Las funciones policiales de los oficiales de policía escolar incluyen:

1. Proteger la seguridad y el bienestar de cualquier persona en la jurisdicción del Distrito y proteger la propiedad del mismo.
2. Hacer cumplir todas las leyes, incluyendo las ordenanzas municipales, las ordenanzas del condado y las leyes estatales, e investigar las infracciones según sea necesario. Para ello, los agentes de policía del Distrito podrán ejecutar órdenes de cateo en relación con las investigaciones del Distrito, de conformidad con el Código de Procedimiento Penal de Texas.
3. Arrestar a sospechosos de conformidad con las normas constitucionales y estatutarias estatales y federales que rigen los arrestos, incluyendo los arrestos sin orden judicial, por delitos que ocurran en presencia del agente o conforme a las demás normas establecidas en el Código de Procedimiento Penal de Texas.
4. Coordinar y cooperar con los agentes de todas las demás agencias del orden público cuando sea necesario y apropiado para la aplicación de esta política.
5. Hacer cumplir las políticas, normas y reglamentos del Distrito en las propiedades del Distrito, en las zonas escolares, en las paradas de autobús o en las actividades del Distrito.
6. Investigar las infracciones de la ley estatal y las políticas, normas y reglamentos del Distrito.
7. Portar armas según las indicaciones del jefe de policía.
8. Desempeñar todas las demás funciones que le indique el jefe de policía.

"Padre de familia" definido

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).

Participando en actividades de graduación

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. La participación podría incluir un rol de orador, según lo establecido por las políticas y procedimientos 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 suspensión fuera de la escuela, expulsión a DAEP o expulsión durante el semestre actual o el anterior a la graduación.

El *valedictorian* (primer mejor promedio) y el *salutatorian* (segundo mejor promedio) de la generación también podrán participar como oradores en la graduación. Ningún estudiante será elegible para participar como orador si incurrió en alguna mala conducta que resultó en una suspensión fuera de la escuela, traslado a un DAEP o expulsión durante el semestre inmediatamente anterior a la graduación.

Personas no autorizadas

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. Sin embargo, los plazos para los procedimientos de quejas del Distrito se ajustarán según sea necesario para permitir que la persona se dirija a la Junta en persona dentro de los 90 días, a menos que la queja se resuelva antes de una audiencia de la Junta.

Consulte "DAEP – Restricciones durante la colocación" para obtener información sobre un estudiante asignado a DAEP en el momento de la graduación.

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 sobre Suspensiones dentro de la escuela, Out colocación en el Programa Educativo Alternativo Disciplinario (DAEP), 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

Los estudiantes no deben:

- No 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, si la conducta causa una interrupción sustancial al ambiente educativo.
- Participar en cualquier comportamiento que viole el Código de Conducta Estudiantil y esté motivado por el antisemitismo o prejuicio contra cualquier religión o fe.
- 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 otra persona, incluido un estudiante, empleado o voluntario 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;
- armas de cañón corto;
- municiones;
- nudillos;
- un garrote;
- pistolas paralizadoras;
- cuchillo común restringido;
- un instrumento hecho a mano diseñado para cortar o apuñalar a alguien más al ser lanzado;
- un silenciador o supresor 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 (incluidos bolsas de nicotina, cigarros, cigarros electrónicos, y cualquier componente, parte, o accesorio para un dispositivo de cigarro electrónico, incluido un dispositivo de vapeo);
- productos sin tabaco/nicotina, incluidas bolsas de nicotina;
- 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 comunicación personal

Los estudiantes no deben: (HB 1481)

- Utilizar un dispositivo de comunicación personal, como un teléfono celular u otro dispositivo electrónico (tableta, radio, reloj inteligente, etc.), en la propiedad escolar durante la jornada escolar, pero sí guardarlo de acuerdo con el método de almacenamiento establecido por el distrito. El distrito podrá autorizar el uso de un dispositivo de comunicación personal por las siguientes razones:
  - Para implementar un programa educativo individualizado (IEP, en inglés) o para un plan creado bajo la Sección 504 de la Ley de

Rehabilitación de 1973 (29 U.S.C. Sección 794) o un programa o plan similar;
- Por necesidad documentada de acuerdo con las instrucciones de un médico calificado; o
- Para cumplir con los requisitos de salud o seguridad impuestos por ley o como parte de los protocolos de seguridad del distrito.

El uso inapropiado de un dispositivo de comunicación personal durante la jornada escolar que sea incompatible con la política, regulación o directiva estatal del administrador/maestro/personal resultará en medidas disciplinarias de acuerdo con este Código de Conducta.

Además de la confiscación del dispositivo de telecomunicaciones, los administradores del campus, el CBC u otros administradores tienen la facultad de determinar las consecuencias disciplinarias para la primera infracción, las cuales pueden incluir suspensión dentro o fuera de la escuela, ser enviado al plantel de disciplina alternativa o al Programa de Educación Alternativa de Justicia Juvenil (JJAEP) por infracciones sucesivas. Para determinar las consecuencias adicionales, incluyendo las opciones disciplinarias, el director del distrito, el CBC u otros administradores pueden revisar el número de infracciones, los grados escolares y los factores del Capítulo 37 del Código de Educación de Texas.

La devolución y la recuperación de los dispositivos confiscados por parte de los padres, así como más información sobre los Dispositivos de Comunicación Personal (PDC), se pueden encontrar en la Política FNCE (Local).

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 los medicamentos recetados por el propio estudiante, dar un medicamento recetado a otro estudiante o poseer o estar bajo la influencia de un medicamento recetado de otra persona en la propiedad de la escuela o en un evento relacionado con la escuela. (Consultar “abuso” en el glosario)
- 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.

Mal uso de los recursos tecnológicos e Internet

A menos que se indique lo contrario, está prohibida la siguiente conducta que tenga lugar fuera de la propiedad escolar pero que cause una interrupción sustancial del entorno educativo o infrinja los derechos de otro estudiante en la escuela.

Los estudiantes no deben:

- Violar las normas, reglas o acuerdos con respecto al uso de recursos tecnológicos 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.
- Intentar alterar, destruir o desactivar los recursos tecnológicos del Distrito, incluidos, entre otros, computadoras y equipos relacionados, datos del Distrito, datos de otros u otras redes conectadas al sistema del Distrito.
- Utilizar Internet u otras comunicaciones electrónicas para amenazar estudiantes del Distrito, empleados, miembros del Consejo Administrativo o voluntarios.
- 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”.
- Utilizar el Internet u otra comunicación electrónica para fomentar o participar en un comportamiento ilegal o amenazar la seguridad escolar.
- Utilizar inteligencia artificial de una manera que constituya una deshonestidad académica o como medio para participar en cualquier otra conducta prohibida.

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, uso no autorizado de la inteligencia artificial, 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 las normas de comportamiento extracurriculares.
- Violar repetidamente otras normas de conducta en el plantel o en la sala de clases que hayan sido comunicadas.

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. 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.

Primera infracción por posesión o uso de un producto de administración de nicotina o cigarrillo electrónico

Un administrador competente podrá asignar a un estudiante a un programa de educación alternativa disciplinaria por la primera infracción cometida por posesión o uso de un producto de administración de nicotina o cigarrillo electrónico, según lo define la Sección 161.081 del Código de Salud y Seguridad.

Si un estudiante que posee o usa un cigarrillo electrónico no es asignado a un programa de educación alternativa disciplinaria luego de su primera infracción, según el Código de Educación 37.008, será suspendido dentro de la escuela por un período mínimo de 10 días lectivos.

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. Para obtener más información sobre la disciplina de estudiantes con discapacidades, consulte la política FOF (Legal).

De acuerdo con el Código de Educación de Texas, un estudiante que recibe servicios de educación especial no puede ser disciplinado de una manera que resulte en un cambio en la colocación educativa del estudiante 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, independientemente de si la acción es obligatoria o discrecional, 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”, de acuerdo con la ley.
- 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.
- Suspensión dentro de la escuela según se especifica en la sección Suspensión dentro de la escuela 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

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

Coordinador de conducta del campus (CBC) deberá notificar inmediatamente a los padres de un estudiante 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. La notificación puede ser en persona o mediante una llamada telefónica o un mensaje electrónico (como el correo electrónico). El coordinador de conducta del campus 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 administrador de la escuela deberá enviar una notificación por escrito utilizando el Servicio postal de los Estados Unidos. Si el coordinador de conducta del campus 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.

Participación de los Padres

El distrito no ha adoptado una política para la participación de los padres en las colocaciones disciplinarias escolares según el Código de Educación 37.0014.

Apelaciones

Las preguntas de los padres concernientes a las medidas disciplinarias deberán ser dirigidas al maestro o al coordinador de conducta del campus. 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 el coordinador de conducta del campus para mantener la disciplina en el autobús. El administrador del campus 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 coordinador de conducta del campus 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.

Sanción de rutina

Una sanción de rutina ocurre cuando el maestro envía al estudiante a la oficina del coordinador de conducta del campus como técnica de manejo de la conducta. El coordinador de conducta del campus 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

Expulsión formal de un estudiante por un maestro

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

- El maestro ha documentado que el comportamiento del estudiante ha repetidamente interfiere 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.
- Un estudiante participa en una conducta que constituye acoso según lo define el Código de Educación 37.0832.

Un maestro, director, coordinador de conducta del campus (CBC) u otro administrador competente debe notificar a los padres/tutores del estudiante sobre la expulsión formal. Un maestro puede expulsar a un estudiante de la clase por un solo incidente de conducta.

Dentro de los tres días escolares posteriores a la remoción, el CBC 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 CBC 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 CBCs 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 estudiante ha sido expulsado formalmente de clase por un maestro por conducta contra el maestro que contiene los elementos de agresión, agresión agravada, agresión sexual, agresión sexual agravada, asesinato, asesinato capital o intento criminal de cometer asesinato o asesinato capital, el estudiante NO puede ser devuelto a la clase del maestro sin el consentimiento por escrito del profesor.

Cuando un estudiante ha sido expulsado formalmente por un maestro por cualquier otra conducta, el estudiante no puede regresar a la clase del maestro sin el consentimiento por escrito del profesor, a menos que el comité de revisión de colocación determina que la clase del maestro es la mejor o la única alternativa disponible, que debe ocurrir debe realizarse a más tardar el tercer día de clase después de la fecha en que se retiró al estudiante. También se debe llevar a cabo una reunión en la que el profesor tenga la oportunidad de participar. El estudiante no podrá regresar a la clase del profesor a menos que este dé su consentimiento por escrito para su regreso o se haya preparado un plan de regreso a clases para él.

Apelaciones de expulsiones formales de maestros

Un estudiante puede apelar su expulsión de la clase de un maestro ante el comité de revisión de colocación de la escuela o el equipo de evaluación de amenazas y seguridad escolar del campus, de acuerdo con la política del distrito que describa dicha apelación.

Suspensión dentro de la escuela

Mala Conducta

Los estudiantes pueden ser suspendidos dentro de la escuela por cualquier comportamiento que el Código determine como una infracción general de conducta, una infracción relacionada de naturaleza DAEP o una infracción que justifique la expulsión.

Una suspensión dentro de la escuela no tiene límite de tiempo.

El director de la escuela u otro administrador competente revisará la suspensión dentro de la escuela de un estudiante al menos una vez cada 10 días escolares después de la fecha de inicio de la suspensión para evaluar su progreso educativo y determinar si es apropiado continuar con la suspensión dentro de la escuela.

Durante la suspensión dentro de la escuela, el estudiante recibirá servicios de apoyo conductual adecuados y servicios educativos comparables a los que recibiría en el aula. Si el estudiante recibe servicios de educación especial, debe continuar recibiendo la educación especial y los servicios relacionados especificados en el programa educativo individualizado (IEP, en inglés) y seguir teniendo la oportunidad de progresar en el currículo general.

[Consulte **"*Primera infracción por posesión o uso de productos con suministro de nicotina o cigarrillos electrónicos*"** para conocer las limitaciones de la norma general].

Proceso

Antes de ser suspendido, el estudiante deberá tener una reunión informal con el CBC o el administrador correspondiente, quien le informará sobre la presunta mala conducta y le dará la oportunidad de responder a la acusación antes de que el administrador tome una decisión.

El CBC determinará el número de días de suspensión del estudiante.

Al decidir si ordenará la suspensión dentro de la escuela, el CBC considerará:

1. Si fue en defensa propia [ver Glosario];
2. Si hubo intención o falta de intención en el momento en que el estudiante incurrió en la conducta;
3. El historial disciplinario del estudiante;
4. Una discapacidad que afecte sustancialmente la capacidad del estudiante para apreciar la ilicitud de su conducta;
5. La situación del estudiante bajo tutela del Departamento de Servicios Familiares y de Protección (acogimiento familiar); o
6. La condición de estudiante como persona en situación de vivienda temporal.

El administrador correspondiente determinará cualquier restricción a la participación en actividades extracurriculares y cocurriculares patrocinadas o relacionadas con la escuela. La decisión de suspender a un estudiante es apelable ante el director del campus. Su decisión es inapelable.

Suspensión fuera de la escuela

Mala Conducta

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 tercer grado o anteriores a menos que la conducta cumpla con los requerimientos de la ley.

Un estudiante sin hogar en tercer 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 que amenace la salud y seguridad inmediatas de otros estudiantes en el aula.
- Conducta documentada que resulte en una interrupción repetida o significativa en el aula; 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 un administrador del campus, 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 una decisión. El número de días que un estudiante será suspendido será determinado por el administrador del campus, pero no deberá exceder tres días escolares.

Al tomar la decisión sobre si asignará la suspensión fuera de la escuela, el administrador del campus tomarán en cuenta:

1. Defensa propia (ver glosario),
2. Intención o falta de ella cuando el estudiante se involucró en la conducta,
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), y
6. Si el estudiante está en situación de ausencia de vivienda.

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.

Asignación alternativa

Un padre, madre o persona en relación parental con el estudiante puede presentar una solicitud por escrito al director o administrador

competente para reubicar al estudiante que fue suspendido fuera de la escuela. El padre, madre o persona con parentesco parental con el estudiante debe proporcionar información y documentación que demuestre que no puede supervisarlo adecuadamente durante el horario escolar durante el período de suspensión. La reubicación del estudiante suspendido fuera de la escuela queda a discreción exclusiva del director o administrador competente.

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 del Distrito.

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 CBC tomarán en cuenta:

1. Defensa propia (ver glosario),
2. Intención o falta de ella cuando el estudiante se involucró en la conducta,
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), y
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 colocado en un programa disciplinario alternativo (DAEP) por conductas prohibidas en la sección de Violaciones de Conducta General 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 pandilla de una escuela pública, incluso como miembro o aspirante, o solicitar a otra persona hacerse aspirante o miembro de una fraternidad, hermandad femenina o pandilla de una escuela pública (ver glosario).
- Involucrarse en actividades delictivas de pandillas callejeras (ver glosario).
- Delito criminal, que no se castiga como delito grave.
- Asalto (sin lesión corporal) con amenaza de lesión corporal inminente.
- Asalto por contacto físico ofensivo o provocativo.
- Incurre en conductas que contienen los elementos del delito de interrupción de clases según el Código de Educación 37.124.
- Posee o usa un cigarrillo electrónico, según lo define la Sección 161.081 del Código de Salud y Seguridad. Sin embargo, si un estudiante que posee o usa un cigarrillo electrónico no es asignado a un programa de educación alternativa disciplinaria por la primera infracción según el Código de Educación 37.008, será suspendido dentro de la escuela por un período mínimo de 10 días lectivos. Consulte "**Primera Infracción por Posesión o Uso de un Producto de Suministro de Nicotina o un Cigarrillo Electrónico**" para obtener más información.

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 agravado 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 CBC 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 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, regala o entrega a otra persona, o posee, usa o está bajo la influencia de marihuana o THC. Un estudiante con una receta válida de cannabis con bajo contenido de THC según lo autorizado por el Capítulo 487 del Código de Salud y Seguridad no viola esta disposición.
  - 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.
  - Se comporta de una manera que corresponde a un delito relacionado con el abuso de sustancias químicas volátiles.
  - Vende, regala o entrega a otra persona o posee o usa un cigarrillo

electrónico, según lo define la Sección 161.081 del Código de Salud y Seguridad.

- Se comporta de una manera que corresponde al delito de lascivia pública o exhibición indecente. (Ver el glosario).
- Participa en una conducta que contiene los elementos de un delito de acoso contra un empleado según el Código Penal 42.07(a)(1), (2), (3) o (7).
- 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.
- Incurre en conducta que contiene elementos de acoso según el Código Penal 42.07 contra un empleado o voluntario escolar, dentro o fuera de la propiedad escolar.
- El estudiante recibe enjuiciamiento diferido (ver Glosario), o un tribunal o jurado determina que el estudiante ha incurrido en conducta delictiva (ver Glosario), o el superintendente o quien designe cree razonablemente (ver Glosario), según la Sección 53.03 del Código de Familia, que present una conducta definida según cualquiera de los siguientes delitos de acuerdo con el Código Penal:
  1. Un delito grave según el Título 5;
  2. El delito de conducta mortal según la Sección 22.05;
  3. El delito grave de robo con agravantes según la Sección 29.03;
  4. El delito de alteración del orden público con arma de fuego según la Sección 42.01(a)(7) u (8); o
  5. El delito de portación ilegal de armas según la Sección 46.02, excepto si se trata de un delito punible como delito menor Clase C según dicha sección.

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 coordinador de conducta del campus.

Conferencia

Cuando se retiraun estudiante de una clase por haber cometido una infracción que amerite ir a DAEP, el CBC o el administrador correspondiente 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 administrador del campus 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 CBC, o Funcionario de Audiencias del Distrito 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 CBC escribirá una orden de asignación. Se enviará al estudiante y a sus padres una copia de la orden de colocación en DAEP y la información para el padre o la persona que tiene la relación parental con el estudiante con respecto al proceso para solicitar una evaluación individual e inicial completa del estudiante para fines de servicios de educación especial. 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.

DAEP a capacidad

Si un DAEP está lleno en el momento en que el CBC decide la colocación por conducta relacionada con marihuana, THC, un cigarrillo electrónico, alcohol o una sustancia química volátil de abuso, el estudiante será colocado en ISS y luego transferido a un DAEP para el resto del período si hay espacio disponible antes de la expiración del período de la colocación.

Si un DAEP está lleno en el momento en que el CBC está decidiendo la colocación de un estudiante que participó en una conducta violenta, un estudiante colocado en un DAEP por conducta relacionada con la marihuana, el THC, un cigarrillo electrónico, el alcohol o una sustancia química volátil de abuso, puede ser colocado en ISS para que un puesto en el DAEP esté disponible para el estudiante que participó en una conducta violenta. Si un puesto queda disponible en un DAEP antes de que expire el período de colocación del estudiante removido, el estudiante deberá regresar a un DAEP por el resto del período.

Duración de la colocación

El CBC 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 un año escolar, excepto lo dispuesto a continuación. Una colocación en DAEP que dure más de 60 días escolares consecutivos, pero que no exceda un año escolar, solo se permite si el administrador del campus hace una recomendación y la aprueba el funcionario de audiencias del Distrito. 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 CBC, o representante del Consejo deberá determinar que:

1. 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 funcionario de audiencias del Distrito.

Apelaciones

Las preguntas de los padres de familia con respecto a las medidas disciplinarias deberán ser dirigidas al CBC. 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. La decisión de colocar a un estudiante en un DAEP no se puede apelar más allá de la Junta.

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 a menos que se especifique lo contrario en la orden de colocación en DAEP.

Evaluación de colocación

Un estudiante colocado en un DAEP deberá recibir una revisión de su estado, incluido el estado académico, por el CBC o del funcionario de audiencias del Distrito en 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 CBC 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 CBC 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 CBC o el Funcionario de

Audiencias del Distrito 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

El Distrito continuará con la colocación en DAEP de un estudiante que se inscribe en el Distrito y fue asignado a un DAEP en una escuela autónoma de inscripción abierta u otro distrito. Un estudiante recién matriculado con una colocación en DAEP de un distrito en otro estado será colocado como cualquier otro estudiante recién matriculado si el comportamiento cometido es un motivo para la colocación en un DAEP en el distrito receptor. 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 políticas y procedimientos. Sin embargo, después de una evaluación, la asignación puede extenderse más de un año 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 la ley y 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

Esta sección incluye dos categorías de infracciones para las cuales el Código de Educación proporciona procedimientos únicos y consecuencias específicas.

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.

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.

Expulsión

Para decidir si se ordena una expulsión ya sea obligatoria o discrecional, el CBC o Funcionario de Audiencias del Distrito tomará 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.

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.
- Travesura criminal, si se castiga como delito grave.

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- Violación a la seguridad de computadoras. (Ver glosario):
- 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. (Consulte el glosario para "bajo la influencia.")
- 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.
- Conducta susceptible de causar la muerte (ver el glosario).

A menos de 300 pies de la escuela

Un estudiante puede ser expulsado por posesión de un arma de fuego, según lo define la ley federal, mientras se encuentre a menos de 300 pies de la propiedad escolar, medidos desde cualquier punto del límite real de la propiedad escolar.

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 la Sección 46.02 del 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).
  - Poseer, manufacturar, transportar, reparar o vender un arma prohibida, según lo define la ley del estado. (Ver el glosario).
- Participar en una conducta que contenga los elementos del delito de exhibir, usar o amenazar con exhibir o usar un arma de fuego según el Código de Educación 37.125.
- 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 o secuestro agravado.
  - Hurto, robo, o 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 enviado a DAEP, a menos que el estudiante cometa un delito federal relacionado con armas de fuego.

Programa de Expulsión Virtual

En algunas circunstancias, un estudiante podría ser asignado a un programa de expulsión virtual.

- La escuela debe garantizar que los estudiantes del programa cuenten con la tecnología e internet necesarios, y debe proporcionarlos si es necesario.
- El programa virtual debe, en la medida de lo posible, cumplir con los mismos requisitos que un programa de educación alternativa disciplinaria (DAEP) presencial.
- La asignación del estudiante debe revisarse cada 45 días escolares.
- Si se libera una plaza presencial, la escuela debe planificar el regreso del estudiante a la educación presencial.
- Si la asignación virtual continua es apropiada, la escuela debe documentar la decisión.

Consideración de la educación virtual como alternativa a la expulsión

Antes de que un distrito escolar pueda expulsar a un estudiante, debe considerar la pertinencia y viabilidad de, como alternativa a la expulsión, matricularlo en un programa híbrido de tiempo completo, un programa virtual de tiempo completo, un campus híbrido de tiempo completo o un campus virtual de tiempo completo. Este requisito no aplica a los estudiantes expulsados bajo el Código de Educación 37.0081 o 37.007(a), (d) o (e).

Proceso

Si se cree que un estudiante cometió un delito que amerite expulsión, el CBC 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 CBC 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 siete 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 Funcionario de Audiencias deberán considerar:

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.

Si el estudiante es expulsado, el Consejo o el Funcionario de Audiencias del Distrito 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 Funcionario de Audiencias del Distrito 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 Funcionario de Audiencias del Distrito 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. Se podrán ordenar expulsiones de emergencia basándose en un solo incidente de comportamiento por parte del estudiante. 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 o JJAEP. Ver política FOCA(LEGAL) y FODA(LEGAL) para más información.

Ciertos delitos graves

Independientemente de si la asignación al programa disciplinario (DAEP) o la expulsión es necesaria o permitida por alguna de las razones descritas en las secciones de Asignación al programa disciplinario DAEP o Expulsión, de acuerdo con el Código de Educación 37.0081, un estudiante puede ser expulsado y asignado al programa disciplinario DAEP o a JJAEP, si la junta o el CBC llegan a ciertas conclusiones y se dan las siguientes circunstancias en relación con un robo con agravantes o un delito grave según el Título 5 [véase el Glosario] del Código Penal. El estudiante debe:

- Haber recibido un procesamiento diferido por una conducta definida como robo con agravantes o un delito grave según el Título 5;
- Haber sido declarado culpable por un tribunal o jurado de haber incurrido en una conducta delictiva o una conducta definida como robo con agravantes o un delito grave según el Título 5;
- Haber sido acusado de participar en una conducta definida como robo con agravantes o un delito grave según el Título 5;
- Haber sido remitido a un tribunal de menores por presunta participación en una conducta delictiva debido a una conducta definida como robo con agravantes o un delito grave del Título 5; o
- Haber recibido libertad condicional o sentencia diferida, o haber sido arrestado, acusado o condenado por robo con agravantes o por delito grave del Título 5.

El distrito puede expulsar al estudiante y ordenar su colocación en estas circunstancias, independientemente de:

1. La fecha en que ocurrió la conducta del estudiante;
2. El lugar donde ocurrió la conducta;
3. Si la conducta ocurrió mientras el estudiante estaba matriculado en el distrito; o
4. Si el estudiante ha cumplido con éxito cualquier requisito de disposición judicial impuesto en relación con la conducta.

Audiencia y conclusiones

El estudiante debe primero tener una audiencia ante la junta escolar o su representante, quien debe determinar que, además de las circunstancias mencionadas que justifican la expulsión, su presencia en el aula regular:

1. Amenaza la seguridad de otros estudiantes o docentes;
2. Perjudica el proceso educativo; o
3. No beneficia a los estudiantes del distrito.

Cualquier decisión de la junta o de su designado en virtud de esta sección es definitiva e inapelable.

Revisión de la colocación

Un estudiante colocado en cualquiera de los programas disciplinarios (DAEP o JJAEP) bajo esta sección tiene derecho a una revisión de su situación, incluyendo su rendimiento académico, por parte del CBC o del oficial de audiencias del Distrito, en intervalos que no excedan los 120 días. En el caso de un estudiante de preparatoria, también se revisará su progreso hacia la graduación y su plan de graduación. En la revisión, el estudiante o sus padres tendrán la oportunidad de presentar argumentos para su regreso al aula o campus regular.

Estudiantes de nueva inscripción

Un estudiante que se inscriba en el distrito antes de completar una colocación en virtud de esta sección, proveniente de otro distrito escolar, deberá completar el período de la colocación.

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 es el uso inadecuado o excesivo.

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. Hacer que el teléfono de otra persona suene repetidamente o realizar repetidas comunicaciones telefónicas de forma anónima o de una manera razonablemente probable que acose, moleste, alarme el abuso, atormente, avergüence u ofenda a otra persona;
    e. Realizar una llamada telefónica y no colgar o desconectar intencionalmente la conexión;
    f. Permitir a sabiendas que un teléfono bajo el control de la persona sea utilizado por otra persona para cometer un delito según esta sección;
    g. Enviando comunicaciones electrónicas repetidas a modo de hostigar, molestar, alarmar, abusar, tromentar, avergonzar u ofender a otro;
    h. 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; y
    i. Realizar llamadas telefónicas obscenas, intimidantes o amenazantes u otras comunicaciones electrónicas desde un número de teléfono temporal o desechable proporcionado por una aplicación de Internet u otros medios tecnológicos.

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 según el Código Penal de Texas 46.01 como cualquier arma de fuego que sea capaz de disparar más de dos tiros automáticamente, sin recarga manual, con la activación única del gatillo.

El antisemitismo se define en el artículo 448.001 del Código de Gobierno como una percepción de los judíos que puede expresarse como odio hacia ellos. El término incluye actos retóricos y físicos de antisemitismo dirigidos contra personas judías o no judías, sus bienes, o contra instituciones comunitarias judías e instalaciones religiosas. La "Definición Práctica de Antisemitismo" de la Alianza Internacional para el Recuerdo del Holocausto, adoptada el 26 de mayo de 2016, incluye ejemplos de antisemitismo.

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 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 26 pulgadas.

Arma de fuego rudimentaria se define según el Código Penal de Texas 46.01 como 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 bomba, granada, cohete o mina explosiva o incendiaria y su mecanismo de lanzamiento que esté diseñado, fabricado o adaptado con el propósito de infligir lesiones corporales graves, muerte o propiedad sustancial daños, o con el propósito principal de provocar un informe tan fuerte que cause alarma o terror público indebido.

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 o mediante admisión. 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 ocurre cuando una persona en una relación de noviazgo actual o pasada utiliza abuso físico, sexual, verbal o emocional para dañar, amenazar, intimidar o controlar a otra persona en la relación. La violencia en el noviazgo también ocurre cuando una persona comete estos actos contra una persona en un matrimonio o una relación de noviazgo con la persona que está o estuvo alguna vez en un matrimonio o una relación de noviazgo con la persona que comete el delito, según lo define la Sección 71.0021 del Código de Familia.

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 bajo el Código Penal 22.05 ocurre cuando 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 lo que creería una persona corriente de inteligencia media y sano juicio. El Capítulo 37 requiere ciertas decisiones disciplinarias cuando el superintendente o su designado tiene una creencia razonable de que un estudiante participó en una conducta punible como un delito grave. Al formarse una creencia razonable, el superintendente o su designado pueden utilizar toda la información disponible, incluida la notificación del arresto de un estudiante según el Artículo 15.27 del Código de Procedimiento Penal.

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.

Dispositivos de comunicación personal se refiere a teléfonos o celulares (como smartphones o teléfonos plegables, tabletas, relojes inteligentes, radios, buscapersonas, dispositivos de escucha (AirPods, auriculares, etc.) y cualquier otro dispositivo electrónico capaz de realizar telecomunicaciones o comunicación digital, o que se defina como "dispositivo de telecomunicaciones" según la Política FNCE (Local).

Dispositivo electrónico es cualquier dispositivo personal utilizado para comunicación de audio, video o texto o cualquier otro tipo de computadora o dispositivo similar a una computadora. Ejemplos de dispositivos electrónicos incluyen teléfonos inteligentes, relojes inteligentes, teléfonos celulares, iPads, tabletas, dispositivos de juegos portátiles, lectores electrónicos o cualquier otro dispositivo alimentado por batería que transmita voz, texto o datos de una persona a otra.

Droga peligrosa se define en el Código de Salud y Seguridad 483.001 como un dispositivo o medicamento que no es seguro para la automedicación y que no está incluido en los Anexos I a V o los Grupos de Penalización 1 a 4 de la Ley de Sustancias Controladas de Texas. El término incluye un dispositivo o medicamento que la ley federal prohíbe dispensar sin receta o restringe su uso por orden de un veterinario autorizado.

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.

Escuela del públicas 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.

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 bajo el Código Penal 42.06 ocurre 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.

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 tiene posesiones dentro de su propiedad pertenecientes a otro, 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.

Lista de víctimas sse define según la Sección 37.001(b)(3) del Código de Educación de Texas como una lista de personas seleccionadas para ser perjudicadas, usar un arma de fuego, un cuchillo o cualquier otro objeto con la intención de causar daño corporal.

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.

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.

Novatada se define la Sección 37.151 del Código Penal de Texas como un acto intencional, a sabiendas o imprudente que ocurre dentro o fuera de la escuela llevado a cabo por una persona o múltiples personas, dirigido hacia un estudiante con el propósito de prometer, ser iniciado, afiliarse, tener un trabajo o mantener una membresía en cualquier organización y que ponga en peligro la salud mental o física de un estudiante siempre y cuando el acto cumpla con los elementos del Código de Educación 37.151, incluyendo:

1. Cualquier tipo de brutalidad física;
2. Cualquier actividad inaceptable que ponga al estudiante en riesgo de daño o que afecte adversamente la salud mental o física del estudiante, tales como depravación del sueño, exposición al medio ambiente, confinamiento en espacios pequeños, ejercicios o consumo de comida, líquido, drogas o cualquier otra sustancia;
3. Cualquier actividad que induzca, cause o requiera que el estudiante lleve a cabo una tarea o deber que viole el Código Penal; y
4. Forzar a un estudiante a que consuma drogas o bebidas alcohólicas en cantidades que puedan llevar a una persona razonable a creer que el estudiante está intoxicado.

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 niño 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)].

Padre En el Código de Conducta Estudiantil y las políticas disciplinarias relacionadas, el término "padre" incluye a un padre/madre, tutor legal u otra persona que tenga el control legal de un niño.

Pandilla callejera criminal se define el Código Penal de Texas 71.01 como 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; telecomunicaciones o dispositivos electrónicos; o cualquier propiedad de la escuela utilizada por el estudiante, entre otros, un ropero o escritorio.

Robo agravado 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 es:
    a. 65 años de edad o más, o
    b. Una persona discapacitada.

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.

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 cáñamo, como lo define que Código de Agricultura 121.001 o el tetrahidrocannabinol (THC) en cáñamo.

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 and Take Possible Action to Approve an Interlocal Agreement with Harris County Department of Education Music Therapy to provide required IEP Services for Students

Recommendation:
Special Education Department recommends that the Conroe Independent School District Board of Trustees approve the Interlocal agreement with Harris County Department of Education Music Therapy to provide federally mandated IEP services for students that require music therapy to make progress in compliance with Individuals with Disabilities Education Act (IDEA) as submitted by Kendra Wiggins, Executive Director of Special Education.

Explanation:

Music therapy is not provided as an enrichment activity or elective; it is considered a **related service** under the Individuals with Disabilities Education Act (IDEA) when it is determined by the student's Admission, Review, and Dismissal (ARD) Committee that the service is necessary for the student to receive a Free Appropriate Public Education (FAPE).

The purpose of music therapy is to use evidence-based music interventions to help a student achieve specific educational goals identified in the Individualized Education Program (IEP). These interventions are designed and implemented by a qualified music therapist in collaboration with the student's educational team.

A district may recommend music therapy when data indicate that traditional instructional alone are not sufficient for the student to make meaningful progress. Music therapy can support students in areas such as:

- Improving communication skills, including expressive and receptive language.
- Increasing attention, engagement, and participation during instruction.
- Developing social interaction and peer engagement.
- Supporting emotional regulation and reducing behaviors that interfere with learning.
- Improving motor planning, coordination, and movement.
- Enhancing cognitive skills such as memory, sequencing, and task completion.

For some students with significant disabilities, autism spectrum disorder, or multiple disabilities, music provides a highly motivating and structured medium that can increase participation and facilitate learning in ways that other interventions may not.

The decision to include music therapy in an IEP is made on an individual basis. The ARD Committee reviews evaluation data, current performance, and student needs to determine whether music therapy is educationally necessary.

As with any related service, the district regularly monitors student progress. If data indicate that the student no longer requires music therapy to make educational progress, the ARD Committee may revise the IEP accordingly.

Policy Reference: Legal and Local Board Policy EHBA

Recommended by:

Kendra Wiggins
Executive Director of Special Education

Submitted by:

Kendra Wiggins
Executive Director of Special Education

School-Based
Therapy Services

Interlocal Contract Between
Harris County Department of Education and

Conroe ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Conroe ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2026-2027 school year (08/01/2026 – 7/31/2027).

Arrangement

HCDE agrees to provide the services as described below. Conroe ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

Type(s) of Service(s)	Total Days/Hours	Cost Day/Hour	Total Cost
Music Therapy	10	$580/ Day	$5,800.00
		Total	**$5,800.00**

Additional Terms

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Conroe ISD will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company (ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

CISD Board of Trustees

James Colbert, Jr., County School Superintendent

CISD Board of Trustees

Date

Date:

Contract Code TS207 0

For HCDE office use only:

Revenue Account No. 199-7-00-111-00-111-5726-0000

Harris County Department of Education

Consider and Take Possible Action to Approve an Interlocal Agreement with Harris County Department of Education ABC West to provide required IEP Services for Students

Recommendation:
Special Education Department recommends that the Conroe Independent School District Board of Trustees approve the Interlocal agreement with Harris County Department of Education ABS West to provide federally mandated IEP services for students that require a setting of a non-public day school to make progress in compliance with Individuals with Disabilities Education Act (IDEA) as submitted by Kendra Wiggins, Executive Director of Special Education.

Explanation:
Federal and state special education laws require school districts to provide every eligible student with a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE).

Occasionally, however, a student's educational, behavioral, therapeutic, or safety needs become so intensive and specialized that the district is unable to implement the student's Individualized Education Program (IEP) using the services and supports available within the district's continuum of placements. When this occurs, the Admission, Review, and Dismissal (ARD) Committee must consider all available placement options.

A nonpublic day school is considered only after the ARD Committee has determined, based on comprehensive evaluation data and the student's unique needs, that:

- The district cannot provide the specialized services required for the student to make meaningful educational progress.
- More restrictive interventions within the district have been considered and determined to be insufficient.
- The placement is necessary for the student to receive FAPE.
- The placement is based on the individual needs of the student—not on disability category, administrative convenience, staffing, or cost.

Nonpublic day schools provide highly specialized instructional programs, intensive behavioral supports, therapeutic interventions, and staffing that do not exist within a traditional public school setting. These schools are designed to address complex needs while continuing to provide access to the general curriculum and opportunities for progress toward IEP goals.

Placement in a nonpublic day school is not intended to be permanent. The ARD Committee reviews the student's progress at least annually—and more frequently if needed—to determine whether the student can successfully transition back to a district program as skills improve and supports become available.

Policy Reference: Legal and Local Board Policy EHBA

Recommended by:

Kendra Wiggins
Executive Director of Special Education

Submitted by:

Kendra Wiggins
Executive Director of Special Education

INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
ACADEMIC BEHAVIOR SCHOOL (ABS) WEST

2026-2027 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Conroe Independent School District,** (the "CISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the CISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 24, 2026,** through **June 3, 2027.** During said term, HCDE agrees to provide services described herein for **twenty (20) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the CISD.

2. **HCDE Responsibilities.**
   a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS West in accordance with applicable law and during the days and times set forth by ABS West. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
   b) HCDE agrees to furnish the CISD with a monthly statement of student(s) attendance. HCDE agrees to furnish CISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by CISD.
   c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
   d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the CISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the CISD.

3. **CISD's Responsibilities.**
   a) CISD is responsible for providing transportation for the student(s) to and from ABS West. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of CISD and HCDE.
   b) CISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS West. **See the Compliance and Curriculum Guide for more details.** CISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by CISD during the term of this Contract. CISD shall provide copies of additional records, including CISD Records, as reasonably requested by HCDE.
   c) CISD retains the responsibility to report CISD student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

4. **Student Records; Confidentiality.**
   For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined

under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and CISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which CISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in CISD's annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) CISD is under HCDE's direct control with respect to CISD's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under CISD**'s** direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

5. **Immunity.** Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

6. **Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

7. **Special Education Services.**
   a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within CISD and recommended for services as described herein. The ARD Committee of CISD has affirmed the classification and approved the recommendation of such contracted services.

   b) HCDE will be available for participation with the CISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the CISD on the implementation of the IEP at least once per semester. A member of the CISD special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least **two** on-site visits annually.

   c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS West.

   d) CISD agrees to invite an HCDE representative as a non-consensus member to any CISD ARD Committee meeting for CISD student(s) placed at ABS West pursuant to this Contract.

   e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

   f) **CISD agrees to provide and maintain in good, working condition any assistive technology devices needed by the student(s) and to provide any services required by the student's ARD that are not provided by HCDE, including, but not limited to, speech therapy services, dyslexia services, Accelerated Instruction, etc. CISD, not HCDE, is responsible for directly providing or contracting for such devices and/or services. To the extent services are provided by a non-CISD employee (such as an independent contractor) at HCDE facilities, CISD shall ensure that the service provider has complied with all applicable requirements to provide such services to CISD's students, including, but not limited to, national criminal history fingerprinting requirements set**

forth in Tex. Educ. Code Ch. 22, pre-service affidavit requirements of Tex. Educ. Code § 22A.055, and misconduct reporting requirements of Tex. Educ. Code § 22A.052.

g) **When determined by the ARD Committee for the CISD's student, a student receiving special education services may qualify to have a paraprofessional provided at a one-to-one ratio for additional support. The 1:1 aide ("1:1 Education Aide") provides support to the student as affirmed and approved by the student's ARD Committee and as delineated by the student's IEP, which, by way of example, may include personal care (i.e., diapering, feeding, etc.), behavior management support and documentation, instructional support, activities of daily living, social skills practice, task redirection, discreet trial training, home contact, amongst others (collectively "One-to-One Services"). If consideration of the provision of One-to-One Services, the CISD shall pay HCDE a one-to-one services fee, as outlined in Section 9, below.**

8. Local Education Agency.

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in CISD and are considered students of CISD for all purposes. CISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible CISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. CISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an CISD student placed at HCDE, CISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the CISD student and is in no way liable to the student, parent, or CISD under the IDEA, Section 504, or other applicable law.

9. Invoices and Payment. In consideration of the services provided herein, CISD agrees to pay HCDE a total amount of **$622,000** ***(In-county fee of $607,000 per 20 units plus $15,000 per one seat for Dyslexia Services)*****.** Total amount is calculated by multiplying the number of units times the annual **out-of-county** tuition rate of **$30,350**.

HCDE will invoice CISD and payment will be due immediately upon receipt of invoice. CISD agrees to pay HCDE in the following manner:

- 100% of annual total amount due will be invoiced in **September 2026**

If applicable, in consideration of the provision of the below-listed service(s), CISD agrees to pay HCDE in the following manner:

- **$15,000 per seat for dyslexia services, utilizing the Reading by Design Curriculum.**
- **$42,000 out-of-county per 1:1 Educational Aide for One-to-One Services ("One-to-One Services Fee").**
- **100% of dyslexia services fees and/or One-to-One Services Fee will be invoiced in September 2026.**

If applicable, in consideration of Extended School Year Services (ESY) provided, CISD agrees to pay HCDE in the following manner:

- **$7,350** out-of-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2027.**

a) In the event that CISD makes a payment to HCDE with a credit card, CISD agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
b) CISD may sell unused units to another ISD upon obtaining HCDE's prior written consent.
c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
d) The source of funding for this contract will be from CISD State (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. CISD Liaison. CISD shall appoint a qualified liaison to communicate on behalf of CISD with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The CISD liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with CISD employees and student(s)'s parents/guardians, as necessary.

11. Termination.
a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to CISD. If HCDE exercises such termination right, HCDE shall have no obligation to refund to CISD the amount of any pre-paid fees for any period following the effective date of such termination.
b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
c) **To the greatest extent practicable, the CISD shall provide HCDE with notice that a student receiving One-to-One Services is leaving an Academic Behavior School (whether the student is returning to the CISD or moving to another ISD). In such event, if the student returns to the CISD, the HCDE-provided 1:1 Education Aide will remain as an employee of HCDE until the end of the school year and will continue to work with the student at the CISD, unless in the sole discretion of HCDE, it is no longer practicable for the 1:1 Education Aide to provide the One-to-One Services at such location. In no event shall HCDE be required to refund the One-to-One Services Fee, unless in the sole discretion of HCDE, extenuating circumstances exist that warrant a prorated refund.**
d) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS West at the time of termination or expiration of this Contract will return to CISD. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to CISD within ten (10) business days following the date of termination or expiration, at the written request of CISD.

12. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. CISD agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS West, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

13. Assignment. Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

14. Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE
Attention: James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

CISD
Attention: Dr. David Vinson, Superintendent of Schools
3205 W. Davis St.,
Conroe, TX 77304

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.

17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.

18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. CISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. CISD agrees that HCDE has no responsibility for any conduct of CISD or CISD's employees, agents, representatives, contractors, or subcontractors.

19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

20. **Force Majeure.** Neither HCDE nor CISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

23. Captions. The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

24. Entire Agreement. This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and CISD.

CISD School Superintendent/Designee	Date
Harris County School Superintendent/Designee	Date

For HCDE Office use only: Revenue Account No. 19970060200132 57250001 **ABS West**

Consider and Approve Amendment to HPM Construction Audit Contract

Recommendation:
It is recommended that the Board of Trustees approve Amendment 1 to the Construction Audit contract with HPM for expansion of scope to 9 additional projects.

Explanation:
Conroe Independent School District initially contracted with HPM Construction Audit and Advisory Services to audit the Conroe High School renovation project for an amount not to exceed (NTE) $94,750. It is recommended to expand the scope of the audit to 9 additional projects, increasing the NTE amount by $26,250, for a total NTE of $121,000.

The amended contract is intended to determine the broader internal control environment across multiple Contract Managers and projects.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. David Vinson
Superintendent of Schools

Submitted by:

Amy Behrnes
Internal Audit Manager

CONTRACT AMENDMENT / ADDENDUM

AMENDMENT TO CONTRACT

(Amendment / Addendum No. ___1___)

State of Texas

1. PARTIES AND ORIGINAL CONTRACT

This Amendment to Contract (this "Amendment") is entered into and made effective as of the date last signed below (the "Amendment Effective Date"), by and between:

School District: _Conroe ISD_

Address: _3205 West Davis Street, Conroe, TX 77304_

(hereinafter referred to as the "District"),

and

Contractor / Vendor Name: __HPM Audit and Contract Services__

Address: __5495 Beltline RD, Suite 335, Dallas Texas, 75254

Email: vchapman@HPMleadership.com

(hereinafter referred to as the "Contractor," and together with the District, the "Parties").

The Parties previously entered into that certain agreement described below (the "Original Contract"), which the Parties now desire to amend as set forth in this Amendment:

Original Contract Title: ___HPM Audit and Contract Service

Original Contract Date: __April 22, 2026 – August 31, 2026.

Prior Amendments (if any): _____ None**_____**

The Original Contract, together with all prior amendments and addenda thereto, is collectively referred to herein as the "Contract." This Amendment shall be attached to and incorporated into the Contract.

2. RECITALS

WHEREAS, the District and the Contractor entered into the Contract for the provision of certain goods and/or services described therein; and

WHEREAS, the Parties now desire to amend, modify, and/or add to certain terms of the Contract as set forth in this Amendment; and

WHEREAS, the Parties agree that all other terms and conditions of the Contract not expressly modified by this Amendment shall remain in full force and effect;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

3. TYPE OF MODIFICATION

This instrument constitutes (check applicable):

☐ An AMENDMENT — modifying, replacing, or deleting existing terms of the Contract.

X An ADDENDUM — adding new terms, scope, exhibits, or provisions to the Contract without altering existing terms.

4. AMENDED / ADDED TERMS

The Contract is hereby amended and/or supplemented as follows:

4.1. Section/Article

Reference: _____ of the Contract is hereby:

☐ deleted in its entirety and replaced with the following:

X amended/adding to add the following new provision(s):

_See attached quote_____

4.2. Scope of Work / Services — describe any changes to scope, deliverables, or specifications:

___Nine (9) additional construction projects to be added. See attached quote. _____

4.3. Compensation / Contract Price — the total Contract price is hereby adjusted as follows:

Original / Current Contract Amount: $ 94,750_

Amount of Increase / Decrease: $ 26,250_

New Total Contract Amount: $ 121,000_

4.4. Term — the term of the Contract is hereby amended as follows:

New Effective Date: _____

New Expiration / Renewal Date: _____

5. GENERAL PROVISIONS

5.1. Ratification. Except as expressly modified by this Amendment, all other terms, conditions, and provisions of the Contract remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties.

5.2. Conflict. In the event of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall control, but only to the extent of such conflict.

5.3. Authority. Each person signing this Amendment on behalf of a Party represents and warrants that they are duly authorized to execute this Amendment on behalf of such Party.

5.4. Entire Agreement. The Contract, as amended by this Amendment (and all prior written amendments and addenda, if any), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral.

5.5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed original signatures for all purposes.

6. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date(s) set forth below.

SCHOOL DISTRICT:

School District Name: __Conroe ISD__

Name: _____

Title: _____

Date: _____

Signature: _____

CONTRACTOR / VENDOR:

Contractor Name: __HPM Construction Audit and Advisory Services__

Name: _____

Title: _____

Date: _____

Signature: _____

Enclosed: Original Professional Service Agreement

Vinson A. Chapman

Cell (972) 529-0855

July 13, 2026

Ms. Lindsay Dawson
Audit Committee
Conroe ISD
3205 W. Davis St.
Conroe, TX 77304

SUBJECT: Proposal to Provide Limited Construction Audit Services

PROJECTS:

Contractor	**Project**
Marshall	Arnold Elementary K-6
	Campbell Elementary (closed project)
	Eissler Elementary
Durotech	Fowler Intermediate
	Caney Creek 9th grade Campus
	Cartwright Junior High
Joeris Construction	Timber Mill HS
Pogue	Oak Ridge HS (renovations)
	The Woodlands High School (renovations)

Dear Ms. Dawson:

We are pleased to provide this proposal for construction audit and consulting services on the above-listed projects. Our assignment includes a limited review of the CM's current cost and fee compared to the amounts billed. Our main objectives will be:

CONSTRUCTION CONSULTING and AUDIT OBJECTIVE

The objective of our engagement will be to evaluate: 87

1. Cost and Fee incurred per contract vs. Cost and Fee billed to Conroe ISD.

REVIEW SCOPE

The scope of our work may include, but is not limited to, review of the following records and documents. Based upon project status and circumstances encountered during fieldwork, or based upon alternate audit procedures, it may not be necessary or appropriate to review all the records listed.

1. Owner's and/or CM's Files and Documents:

   a. Accounting records regarding payments or costs of construction.
   b. Plans and specifications used for bidding and/or price negotiations.
   c. Contract addenda and related pricing information.
   d. Change Order files and related information.
   e. Change Order support.
   f. Certificates of insurance, bonds, etc.
   g. Allowance adjustment support.

2. CM's Job-Related Records Supporting GMP Estimates, Reimbursable Job Cost, Change Orders, Etc.

   a. Subcontract and purchase order bids, quotes, etc.
   b. Subcontracts and purchase orders. Subcontract change orders.
   c. Purchase order change notices with backup, etc.
   d. Subcontract and purchase order invoices.
   e. Payroll time reports, daily site reports, etc.
   f. Support for payroll burden.
   g. Support for Contractor equipment charges.
   h. Support for miscellaneous General Condition charges.

ENGAGEMENT TIMING and PERSONNEL

We plan the initial performance of the work within one week of the notice to proceed. HPM audit engagement personnel will include at least one CPA

FEE BUDGET and PERSONNEL RATES

Our initial base fee for providing the services necessary for accomplishing the objectives of the assignment will be based upon actual hours at our standard billing rates listed below. It is understood that HPM travel costs, if there are any, will not be reimbursable. We will not exceed this budget without your prior approval.

LIMITED CONSTRUCTION AUDIT : $26,250

BASE RATES and ADDITIONAL SERVICES

Our base fee and any additional services will be billed according to the 2026 rates listed below. Rates for subsequent years will not increase by more than 3%. No additional services will be initiated without your prior approval.

Managing Principal:	$ 595.00 Per Hour
Principal:	$ 495.00 Per Hour
Audit Director:	$ 385.00 Per Hour
Audit Manager:	$ 375.00 Per Hour
Sr. Associate:	$ 350.00 Per Hour
Associate:	$ 235.00 Per Hour

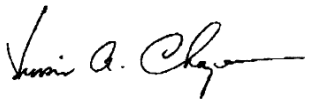
Our proposed fee is based on the understanding the Contractor will provide the initially requested documentation before the audit begins and respond to follow-up questions or additional information requests in a reasonably timely manner, as these responses are essential for maintaining the agreed-upon timeline. The budget includes one remote meeting with the Owner to review the summary draft report. If additional meetings or revisions are needed beyond this scope, we are happy to discuss the best collaborative path forward.

DELIVERABLES

At the conclusion of our audit, we will provide a draft copy of our comparison based audit report. The report will provide the contract status at audit date and provide details of any billing exceptions. After client review and approval of the draft report, a final audit will be provided.

Thank you for the opportunity to perform these valuable services. We look forward to working with you on this project.

Respectfully yours,



Vinson A. Chapman

VP and Managing Principal –
Audit and Advisory Services

Conroe Independent School District

Professional Services Contract

This Contract is entered into on the 22 day of April, 20 26 between the Conroe Independent School District, hereinafter referred to as "District" and HPM Audit and Contract Services, hereinafter referred to as "Contractor".

District desires to engage Contractor to provide the following services:

Construction audit services for Ellison Constructors, Inc. on behalf of Conroe ISD Audit

Contractor warrants that it is qualified and competent to render these services.

Now in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. **Scope of Services**: (*Describe Services to be provided by Contractor.)*

   As outlined in the proposal provided by HPM attached to this agreement.

2. **District Furnished Services**: District agrees to guarantee access to and make provisions for Contractor to enter upon District property as required to perform their work and make available pertinent data.

3. **Fees**: The fees for furnishing services under this Contract shall not exceed a total amount of $94,750 which is reasonable and necessary for the provided service(s). The fees for service(s) is due after services are rendered and within thirty (30) calendar days after receipt by the District of an invoice that includes the specific service (s) provided and the date and location the service(s) was performed. A valid Purchase Order must be issued for the Contract. Contractor will be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by District under this Contract. Contractor must complete and submit to District Form W-9 *Taxpayer Identification Number and Certification*, attached as **Exhibit B**. District is in no way responsible for carrying group life and health insurance, workman's compensation, or unemployment insurance for Contractor, or providing any other benefits associated with full-time employment.

   District will remit payment for services delivered under this Contract to Contractor at the following address:

4. **Non-Appropriation of Funds:** Payment under this Contract is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations by District in its budget adopted for any fiscal year for which this Contract is in effect and constitute a current expense of District for that fiscal year only. This Contract may be terminated at the end of any period for which funds are not appropriated.

5. **Term of Contract:** This Contract shall commence on 4/22/2026 and shall terminate on 8/31/2026.

6. **Termination**: This Contract may be terminated without cause by District or Contractor by giving thirty (30) days written notice to the other party. Contractor's notice is proper if sent to the District's Legal

Department as indicated in Section 23 of this Contract. District's notice is proper if sent to Contractor's address as indicated in Section 23 of this Contract. In the event of termination not caused by Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. If Contractor fails to provide the services required under this Contract in any manner, or otherwise fails to comply with the terms of this Contract or violates any policy, regulation or other law which applies to its performance, District may terminate this Contract by giving five (5) calendar days written notice.

7. **Contracts paid for with Federal Grant Funds:** District will fund this Contract through (*indicate specific funding source*): Bond Funds. If all or part of the funding for this Contract comes from federal grant funds, this Contract only becomes effective upon receipt by the District of the Notice of Grant Award (NOGA). Performance of the services called for under this Contract must be completed within the Term of the Contract. Contractor must invoice District on a monthly basis after services are performed. The invoice must provide the specific service (s) provided and the date and location the service(s) were performed. Contractor understands that if federal funds are used to pay for all or part of the services provided under this Contract, that District's employees, officers, or agents are prohibited from soliciting or accepting gratuities, favors, or anything of value from Contractor.

8. **Commitment of Current Revenue:** The obligations of District to make payments under this Contract constitute a commitment of revenue for the current fiscal year only and do not create an impermissible debt of the District in subsequent fiscal years. In the event that District's Board of Trustees fails to appropriate funds for the Contract for any fiscal year, after the current fiscal year, during the term of the Contract, District will provide notice to Contractor that funds have not been appropriated at least 30 days prior to the end of District's current fiscal year. The Contract will terminate, without penalty to District, on the last day of the current fiscal year for which funds were appropriated. District shall not pay any amounts for services rendered beyond the end of the current fiscal year.

9. **Relationship of Parties:** Neither this Contract nor services provided for under this Contract shall be construed to create a relationship of employment, agency, partnership or joint venture between Contractor and District. The status of Contractor shall be that of an independent contractor. As such the District cannot nor does it in any way make representations regarding how this Contract may impact TRS benefits or any other retirement benefits Contractor may be receiving. Contractor will not be supervised or evaluated by District personnel in the actual performance of services. Contractor agrees, however that Contractor will perform his/her duties in a good, workmanlike and professional manner. Contractor agrees to maintain required professional licensure (if required to perform services under this Contract) and to provide a copy of Contractor's current, valid license(s) to District upon request. Contractor will be responsible for fulfilling any training requirements necessary to maintain his/her license(s) for the purpose of lawfully providing the services required under this Contract.

10. **Nondiscriminatory Employment**: In connection with the execution of this Contract, Contractor shall not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the educational programs or activities which it operates, and as is required by Title IX, Section 504, Title VII, and the Americans with Disabilities Act.

11. **Criminal History Background Check:** Texas Education Code §22.0834 requires that contractors, including independent contractors, who enter into service contracts with school districts submit to a criminal history review if the contractor, the contractor's covered employees or the independent contractor will have continuing duties related to the contracted services and direct contact with students. Accordingly, Contractor must complete Exhibit A and fully comply with Texas Education Code §22.0834 before services are performed under this Contract. District reserves the right to obtain from any law enforcement or criminal justice agency all criminal history record information that relates to Contractor or its employees, agents, or subcontractor.

12. **Felony Conviction Notice**: Before entering into a contract with District, Texas Education Code §44.034 requires Contractor to give notice to District if Contractor, an owner or operator of the business, or an employee, agent or subcontractor of Contractor has been convicted of a felony and/or is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure or an equivalent offense under federal law or the laws of another state. District may terminate this Contract if District determines that Contractor fails to comply with this provision.

13. **Amendment:** This Contract may be amended or modified only by written agreement of all parties.

14. **No Waiver of Immunity:** District does not waive or relinquish any immunity or defense on behalf of itself, its Trustees, officers, employees, and agents in conjunction with this Contract.

15. **Jurisdiction and Venue:** This Contract shall be construed in accordance with the laws of the State of Texas and the parties agree that venue shall be in Montgomery County, Texas.

16. **Indemnification**: CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD DISTRICT HARMLESS FROM ANY AND ALL LIABILITIES, WHICH IT MAY INCUR AS A CONSEQUENCE OF THIS CONTRACT AND FROM ANY AND ALL CLAIMS AND LOSSES TO ANYONE WHO MAY BE INJURED OR DAMAGED BY REASON OF CONTRACTOR'S WILLFUL MISCONDUCT OR NEGLIGENT PERFORMANCE OF THIS CONTRACT. DISTRICT DOES NOT WAIVE ANY OF ITS IMMUNITIES FROM LAWSUIT OR DAMAGES OR BOTH, AS PROVIDED BY THE TEXAS TORTS CLAIMS ACT, AS A PUBLIC INSTITUTION, WHETHER GRANTED BY COMMON LAW OR STATUTE AND NOTHING CONTAINED IN THE CONTRACT OR ANY ACTION REQUIRED OF THE DISTRICT BY THE CONTRACT SHALL BE INTERPRETED TO BE SUCH A WAIVER.

17. **Compliance with Applicable Laws and District Policies**: Contractor shall comply with any and all federal, state, and local laws, and District policies affecting the services covered under this Contract.

    To the extent applicable Contractor certifies that it is not listed as ineligible to receive a state contract or investment under Texas Government Code Chapter 808, 809, 809A, 2270, 2271, 2274, or 2275.

    To the extent applicable and as required by Texas Government Code Chapter 2252, Contractor certifies that it is not identified on the list prepared and maintained by the Texas Comptroller of companies known to have contracts with or provide supplies to a Foreign Terrorist Organization as defined by the U.S. Secretary of State.

    As required by Texas Government Code Chapter 2271, if Contractor is not a sole proprietorship; has ten (10) or more full-time employees; and this Agreement has a value of $100,000 or more, Contractor certifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, boycotts Israel, and will not boycott Israel during the term of this Agreement.

    As required by Texas Government Code Chapter 2274, if Contractor is not a sole proprietorship; has ten (10) or more full-time employees; and this Agreement has a value of $100,000 or more, Contractor certifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity as defined in Chapter 2274, or firearm trades association; and (2) will not discriminate as the term is defined in Chapter 2274, during the term of the contract against a firearm entity or firearm trade association.

    To the extent applicable and as required by Texas Government Code Chapter 2275, Contractor certifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, that it is not: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designed by the governor under that chapter, or (2) headquartered in any of those countries. The prohibition applies regardless of whether the company's or its parent company's securities are publicly

traded or the manner in which it is listed on a public stock exchange

As required by Texas Government Code Chapter 2276, if Contractor is not a sole proprietorship; has ten (10) or more full-time employees; and this Agreement has a value of $100,000 or more, Contractor certifies that neither Contractor, nor any affiliate, subsidiary or parent company of Contractor, that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

18. **Student Records Confidentiality**: Contractor agrees to comply with applicable provisions of Texas Education Code Chapter 32, *Computers, Computer Related Equipment, and Student Information Protection.* This provision generally requires contractors that collect student data in the performance of services provided under a contract to not engage in targeted advertising directed toward students, to not sell or rent student data, to not disclose student data to third parties, to delete student data upon request, and to maintain reasonable security measures to protect student data.

    Contractor is designated as a "school official" for purposes of performing services under this Contract. Contractor acknowledges that both Contractor and District have legal obligations to maintain the confidentiality and privacy of student records in accordance with applicable laws and regulations, specifically the Family Education Rights and Privacy Act (FERPA). Contractor may be receiving student information in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges that it must comply with FERPA and its implementing regulations and to safeguard student information. Contractor may not re-disclose student information to a third party without prior written consent from the parent or eligible student, except as otherwise permitted by applicable law. Contractor must destroy any student information received from District when it is no longer needed for the purposes listed in this Contract. District will provide Contractor with the following student information:

    _____

    _____

    _____

19. **Accessibility:** Contractor shall ensure all products and services provided pursuant to this Contract comply with accessibility requirements under both state and federal law for use by individuals with disabilities.

20. **Travel Expenses**: District does not reimburse travel expenses or other personal incidental expenses that may be incurred in the performance of this Contract.

21. **Conflict of Interest and Business Ethics**: During the course of pursuing contracts, and the course of Contract performance, Contractor and its subcontractors and vendors agree to maintain business ethical standards aimed at avoiding real or apparent impropriety or conflicts of interest, including but not limited to:
    a. The extent applicable to this Contract and prior to signing this Contract, Contractor has met the requirements of Texas Local Government Code Chapter 176 relating to conflicts of interest by filing Texas Ethics Commission Form CIQ.
    b. The extent applicable to this Contract and prior to the signing of this Contract, Contractor has met the requirements of Texas Government Code Section 2252.908 relating to disclosure of interested parties by filing Form 1295 *Certificate of Interested Parties*. Contractor understands that failure to comply with the requirements of Texas Government Code Section 2252.908 renders this Contract void.
    c. Not provide District employees, officials, agents, or members of any of their families' any benefit including gifts, entertainment, payments, or any other thing that has more than *de minimis* value.

22. **Record Retention and Audit:** District, its agent, or any state or federal investigating agency may audit all of Contractor's records and accounts relating to this Contract. Contractor shall retain records relating to this Contract and make them available upon request, for a minimum of five (5) years after completion of the service, or receipt and payment of the final invoice, whichever is later.

23. **Notices:** Notices under this Contract shall be in writing and delivered via U.S. Mail, fax, or electronic mail addressed as follows:

CONROE INDEPENDENT SCHOOL DISTRICT

Campus/Department:	Audit Comittee
Attention:	Ms Lindsay Dawson
Address:	3205 West David Street
	Conroe, TX 77304
Email:	ldawson@conroeisd.net
Telephone:	936-709-7751

With a copy to: CISD Legal Department
3205 W. Davis
Conroe, TX 77304
Fax: 936-709-9787 Telephone: 936-709-7700

Contractor:	HPM Audit and Contract Services
Attention:	Vinson A. Chapman
Address:	5495 Beltline Rd, Suite 335
	Dallas, Texas 75254
Email:	VChapman@hpmleadership.com
Telephone:	972-529-0855

24. **Force Majeure:** Neither District nor Contractor shall be held responsible for any delay or failure to perform any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, public health emergency, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. If a party's performance is delayed for a period exceeding thirty (30) days, the non-affected party will have the right, without liability to the other party, to terminate this Contract. District, in its sole discretion, reserves the right to seek reimbursement or refund of any amounts paid under this Contract or reschedule services at a time mutually agreeable to District and Contractor.

25. **No Waiver:** No Waiver of a breach of any provisions of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver.

26. **Entire Contract**: This Contract, including any attachments, exhibits, authorized amendments, District-issued purchase orders, the terms of any applicable District procurement solicitation, and executed EDGAR certifications supersedes all previous oral and/or written Contracts or agreements and constitutes the entire Contract relating to Contractor's provision of services to District. In the event of a conflict, the Contract documents in the order listed in this paragraph shall control. This Contract may only be amended by mutual written consent of both District and Contractor.

27. The Contractor shall comply with all federal, state and local constitutions, laws, regulations, rules, and ordinances as well as Board Policies, particularly those set forth in CH(Local), EFA (Local), EFB (Local), EMB (Local), and EMI (Local). The failure to adhere to these legal and board policy requirements will constitute grounds for immediate termination of the Agreement.

FOR THE DISTRICT
Signature

M. Odenweller
Printed Name

Misty Odenweller
Conroe ISD Board of Trustees President

FOR THE CONTRACTOR
Signature

Vinson Chapman
Printed Name
Contractor

Exhibit A: Contractor Certification of Compliance with Texas Education Code §22.0834
Exhibit B: W-9 ***Taxpayer Identification Number and Certification***

EXHIBIT A

Contractor Certification of Compliance with Texas Education Code §22.0834

Texas law requires individuals and entities who enter into service contracts with school districts to submit to a criminal history review if they have continuing duties related to the contracted service and direct contact with students. The individuals and entities who have access to the Department of Public Safety FACT Clearinghouse under the National Child Protection Act (NCPA) must certify to the District their compliance with Texas Education Code §22.0834. Non-NCPA qualified contractors who do not have access to the FACT Clearinghouse should contact the Conroe ISD Human Resources Department for assistance with utilizing the District's Local Education Entity (LEE) Fast Pass process.

Requirements for School District Contractors | Texas Education Agency, posted July 20, 2021, provides helpful guidance for contractors on how to comply with Texas Education Code Section 22.0834.

Definitions:

Covered employees are employees of Contractor/subcontractor or the independent contractor who have or will have continuing duties related to the service to be performed at District and have or will have direct contact with students.

Direct contact is contact that results from activities that provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a certified educator or other professional District employee. 19 Tex. Admin. Code §153.11.01(7). District is the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history is any conviction or other criminal history information designated by District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Make applicable selection and sign below:

☐ I certify that no one performing services under this contract is a covered employee as defined above and that precautions have been imposed to ensure that no one performing services under this contract will become a covered employee as the term is defined above and that such precautions will be maintained throughout the term of this Contract.

OR

For Independent Contractors:

☑ As an Independent Contractor, I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify District in writing within three (3) business days if I am arrested or adjudicated for a disqualifying reason during the Contract term. I further agree to provide District, upon request, my full name, and any other requested information so that District may obtain my criminal history record information. I understand that District may terminate my service at any time if District determines, at its sole discretion, that my criminal history is not acceptable.

For all other Contractors:

I certify, on behalf of Contractor, that [check one]:

☑ Some or all of Contractor or his employees and/or subcontractors or agents are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees/subcontractors. None of the covered employees/subcontractors has a disqualifying criminal history.

2. If Contractor receives information that a covered employee/subcontractor subsequently has a reported criminal history, Contractor will immediately remove or cause to be removed the covered employee/subcontractor from contract duties and notify the District in writing within three (3) business days.

3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees/subcontractors so that the District may obtain criminal history record information on the covered employees/subcontractors. If the District objects to the assignment of a covered employee/subcontractor on the basis of the covered employee's/subcontractor's criminal history record information, Contractor agrees to discontinue using the covered employee/subcontractor to provide services at the District.

4. Contractor has obtained certifications from its subcontractors, if any, of compliance with Texas Education Code Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

HPM, LLC
Printed Name Contractor

VP
Signature

APRIL 15, 2026
Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HOAR PROGRAM MANAGEMENT, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

TWO METROPLEX DRIVE, SUITE 300

Requester's name and address (optional)

6 City, state, and ZIP code

BIRMINGHAM, AL 35209

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	0	–	0	8	4	3	4	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/15/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Vinson A. Chapman

Cell (972) 529-0855

April 9, 2026

Ms. Lindsay Dawson
Audit Committee
Conroe ISD
3205 W. Davis St.
Conroe, TX 77304

SUBJECT: Proposal to Provide Construction Audit Services – Ellisor Constructors, Inc.
PROJECT: Project Name – Conroe High School

Dear Ms. Dawson:

We are pleased to provide this proposal for construction audit and consulting services on the above-mentioned project. Our assignment includes a final audit of all costs expended for construction on the HS project. Our main objectives will be:

CONSTRUCTION CONSULTING and AUDIT OBJECTIVE

The objective of our engagement will be to evaluate:

1. All costs of a material nature are reimbursable per the terms of the contract.
2. The Guaranteed Maximum Price has not been overstated.

REVIEW SCOPE

The scope of our work may include, but is not limited to, review of the following records and documents. Based upon project status and circumstances encountered during fieldwork, or based upon alternate audit procedures, it may not be necessary or appropriate to review all the records listed.

1. Owner's and/or CM's Files and Documents:

   a. Accounting records regarding payments or costs of construction.
   b. Plans and specifications used for bidding and/or price negotiations.
   c. Contract addenda and related pricing information.
   d. Change Order files and related information.
   e. Change Order support.
   f. Certificates of insurance, bonds, etc.
   g. Allowance adjustment support.

2. CM's Job-Related Records Supporting GMP Estimates, Reimbursable Job Cost, Change Orders, Etc.

a. Subcontract and purchase order bids, quotes, etc.
b. Subcontracts and purchase orders. Subcontract change orders.
c. Purchase order change notices with backup, etc.
d. Subcontract and purchase order invoices.
e. Payroll time reports, daily site reports, etc.
f. Support for payroll burden.
g. Support for Contractor equipment charges.
h. Support for miscellaneous General Condition charges.

ENGAGEMENT TIMING and PERSONNEL

We plan the initial performance of the work within 3 weeks of the notice to proceed. HPM audit engagement personnel will include at least one CPA

FEE BUDGET and PERSONNEL RATES

Our initial base fee for providing the services necessary for accomplishing the objectives of the assignment will be based upon actual hours at our standard billing rates listed below. It is understood that HPM travel costs, if there are any, will not be reimbursable. We will not exceed this budget without your prior approval.

FINAL CONSTRUCTION AUDIT: $94,750

BASE RATES and ADDITIONAL SERVICES

Our base fee and any additional services will be billed according to the 2026 rates listed below. Rates for subsequent years will not increase by more than 3%. No additional services will be initiated without your prior approval.

Managing Principal:	$ 595.00 Per Hour
Principal:	$ 495.00 Per Hour
Audit Director:	$ 385.00 Per Hour
Audit Manager:	$ 375.00 Per Hour
Sr. Associate:	$ 350.00 Per Hour
Associate:	$ 235.00 Per Hour

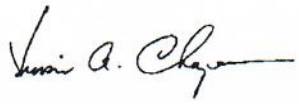
Our proposed fee is based on the understanding the Contractor will provide the initially requested documentation before the audit begins and respond to follow-up questions or additional information requests in a reasonably timely manner, as these responses are essential for maintaining the agreed-upon timeline. The budget includes one meeting with the Owner to review the draft report and, if desired, one joint meeting with the Owner and Contractor. If additional meetings or revisions are needed beyond this scope, we are happy to discuss the best collaborative path forward.

DELIVERABLES

At the conclusion of our audit, we will provide a draft copy of our exception-based audit report. The report will provide the contract status at audit date and provide details of any audit exceptions. After client review and approval of the draft report, a final audit will be provided.

Thank you for the opportunity to perform these valuable services. We look forward to working with you on this project.

Respectfully yours,



Vinson A. Chapman

VP and Managing Principal –
Audit and Advisory Services



Vinson Chapman, CCA

Vice President /Managing Principal
HPM, LLC.
Audit & Advisory Services

EDUCATION
B.B.A. Accounting, University of Texas
M.B.A., Southern Methodist University

CERTIFICATIONS
Certified Construction Auditor (CCA)

Vince provides construction financial advisory expertise, contract negotiation, and construction audits on 100 projects a year for such industry leaders as Google, FedEx, Hewlett-Packard, Caesars Entertainment, Sutter Health, Genentech, Southwest Airlines, and NVidia. The industries served include virtually all public and private industry segments such as healthcare, hospitality, sports venues, gaming, airports, airlines, pharmaceuticals, K-12, higher education, oil and gas, high-rise residential, office, and retail development. In the last 35 years, Vince has personally managed thousands of construction audits from Canada to Mexico, the Caribbean, Europe, Africa, and in virtually every major city in the USA.

Relevant Work History

1981 – 1986 Controller and Treasurer – Mills Electrical Contractors, Dallas, TX
1986 – 1988 CFO – Crawford Electrical Supply Co. – Dallas, TX
1988 – 1991 Director of Construction Services - Trammell Crow Co. – Dallas, TX
1992 – 2015 Founding Partner – CCM Consulting Group, Inc. – Coppell, TX
2015 – Present VP and Managing Principal, Audit and Advisory – HPM LLC

Sample Education & Texas K-12 Experience

Cedar Ridge HS – Round Rock ISD, TX
McNeil HS – Round Rock ISD, TX
Elementary and Junior High Campus – Hallettsville ISD, TX
HS Additions and Renovations – Ezzell ISD, TX
Multi School Additions and Renovations – Whithouse ISD, TX
Redwater ISD 2017 Bond Program School Renovations – Redwater ISD, TX
University of Houston – Houston, TX
St. Edwards University – Austin, TX
University of North Texas – Denton, TX
Southern Methodist University – Dallas, TX

Sample Construction Audit Experience

$8.5 Billion, Corporate HDQ | Cupertino, California
$1 Billion, SeaTac International Arrival Facility | Seattle, WA
$500 Million, Love Field Airport Remodel | Dallas, Texas
$2.75 Billion, Sutter Health | San Francisco, CA
$7.25 Billion, Google, Inc. | Mountain View, CA
$1 Billion, FedEx I Memphis, TN
$15 Billion, Micron ID1 I Boise, ID
$1.5 Billion, Broward County Hotel and Convention Center I Ft. Lauderdale, FL



Scott has led or participated in more than 500 financial and contract audits of general contractors and subcontractors. These audits have been in almost every major city in North America and in most major industries. He has organized and led face-to-face meetings with contractors to discuss and resolve audit findings. Scott created external subcontractor audit program that returned over two million per year to clients. These audits focused on contract compliance and financial integrity for our clients. Former Controller of one of the nation's largest CM firms, Holder Construction, Scott was responsible for financial reporting as well as coordinated subcontractor audits.

Scott Jaye, CPA

Audit Manager, Audit & Contract Services

EDUCATION
B.S. Accounting, Auburn University

CERTIFICATIONS
Certified Public Accountant (CPA)

Sample Construction Audit Experience

Love Field Airport | Dallas, Texas
Terminal/Concourse Complex

Los Angeles International Airport | Los Angeles, California
Southwest Airlines Terminal 1 Modernization

Emory University | Atlanta, Georgia
Various Campus Building Projects

Caesars Entertainment | Las Vegas, Nevada
Various Hotel and Gaming projects across North America

Google | Mountain View, California
Various Campus Building Projects

Charles Schwab Corporate Campus | Denver, Colorado

Sutter Healthcare | San Francisco, California
Various Campus Hospital Projects

FedEx | Memphis, TN
Various Projects

Atlanta Braves | Atlanta, Georgia
Sun Trust Stadium

University of Notre Dame | South Bend, Indiana
Campus Crossroads Project

Receive 2026-2027 Budget Update

Recommendation

That the Conroe Independent School District Board of Trustees receive information regarding the Preliminary 2026-2027 Proposed Budget, as submitted by Karen Garza, Chief Financial Officer, and as recommended by Dr. David Vinson, Superintendent of Schools.

Explanation

Information will be presented regarding the 2026-2067 Proposed Budget

Recommended by:

Dr. David Vinson
Superintendent of Schools

Submitted by:

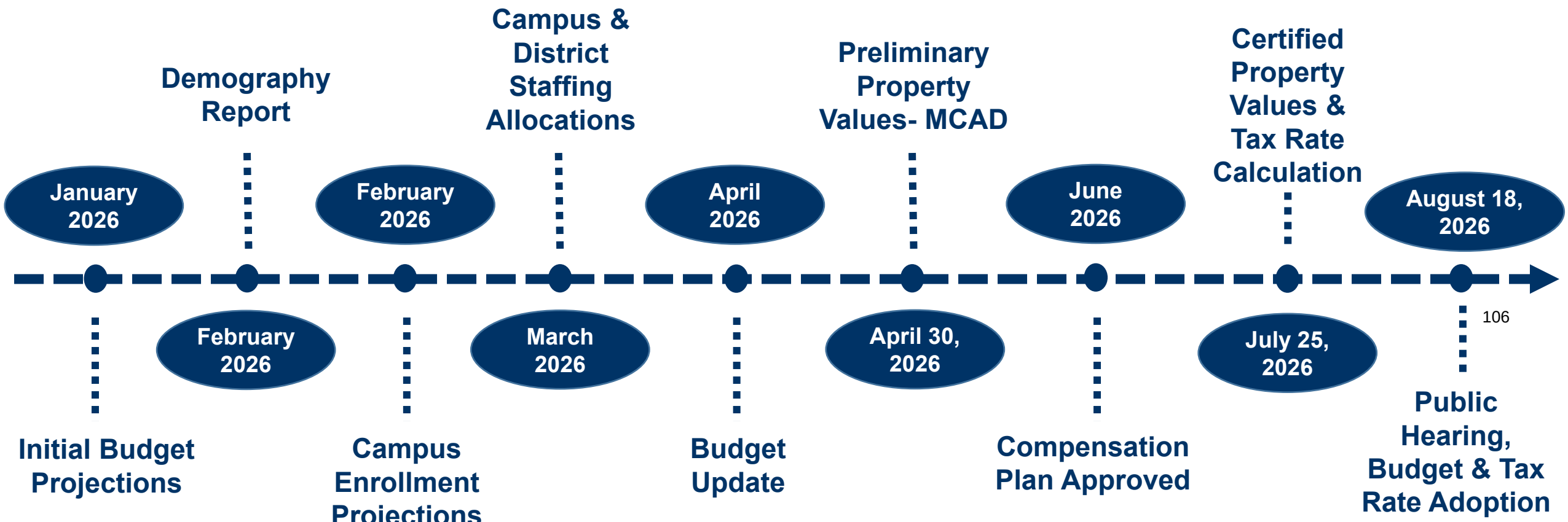
Karen Garza
Chief Financial Officer

CONROE ISD
FINANCE DEPARTMENT

2026-2027 Preliminary Budget

August 2026

Budget Timeline



CONROE ISD
FINANCE DEPARTMENT

CONROE ISD
FINANCE DEPARTMENT

How is the budget developed?

Revenue
How much money will we generate?
How much money is in our savings account(Fund Balance)?
Legislative changes?

Expenditures
What is our projected enrollment?
Campus Allocations
Support Department Allocations
Other expenditures needs (Insurance, fuel, utilities)
Legislative changes?

Major Revenue Sources



Local Property Tax Collections



State Funding (Foundation School Program)

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FINANCE
DEPARTMENT

CONROE ISD
FINANCE
DEPARTMENT

Average Daily Attendance (ADA) vs. Enrollment

Revenue

- Funding from the state is based on Average Daily Attendance (ADA)
- Days in attendance divided by actual days of instruction.
- 174 Instructional Days

Student Example: 174/174 = 1

District ADA Percentage: 93%

1% in ADA funding : $5 Million

Expenditures

- Actual number of students
- Expenditure budget is based on enrollment.
- Classrooms are staffed based on enrollment.

Average Daily Attendance (ADA)

Enrollment

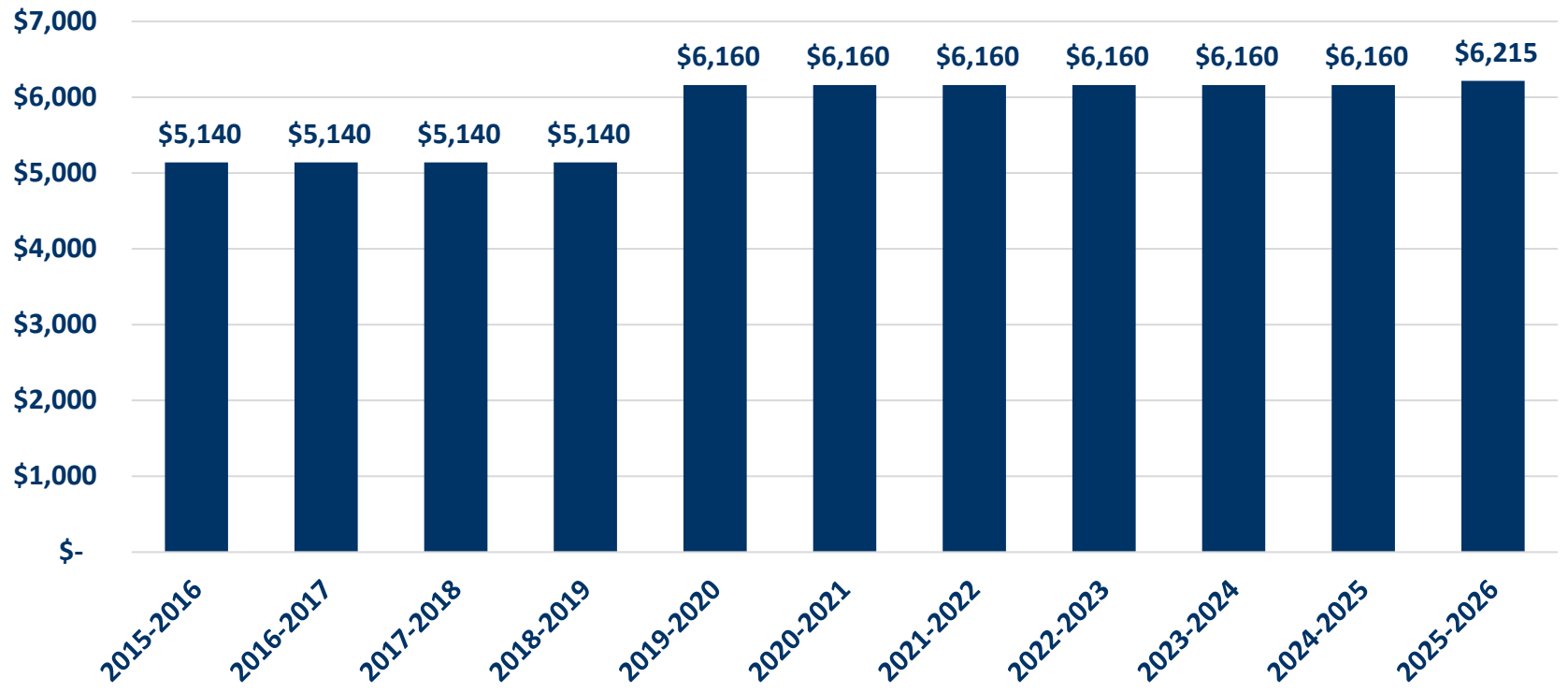
CONROE ISD
FINANCE DEPARTMENT

Revenue Projections

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FINANCE DEPARTMENT

Basic Allotment

The Basic Allotment is a per-student amount of money that is used to fund Texas public schools.
Primary mechanism used to distribute funding to Texas public school districts.
Amount is established in the Texas Education Code and requires legislative action to change.



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Size of the Glass



Glass represents both combined state and local revenue

State Calculated Entitlement = Size of the Glass

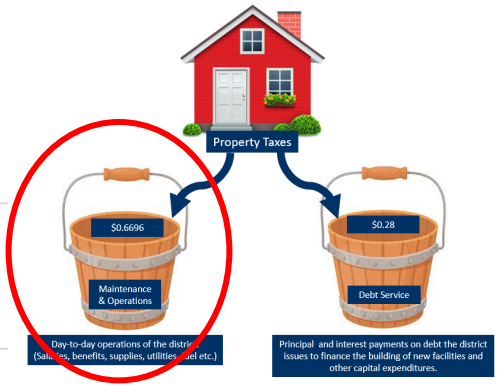
How do we increase the size of the glass?

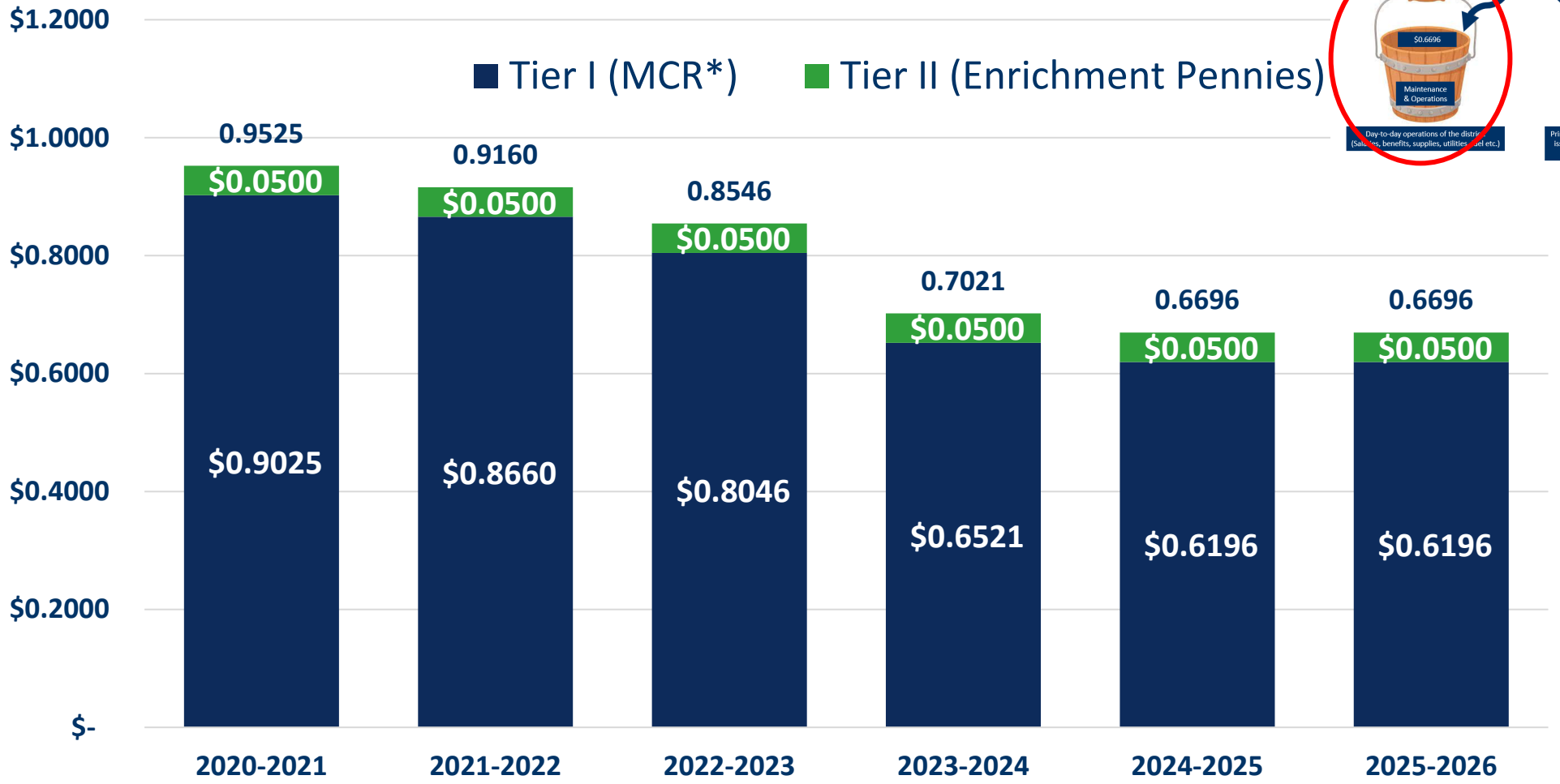
- Increase in the basic allotment (requires legislative action)
- More students = more teachers/support staff
- Additional Tier II Pennies
- Increase in the attendance rate (ADA)

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Maintenance & Operations Tax Rate

Current Tax Rate $.9496





*Maximum Compressed Rate

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Funding by the glass

Interaction between our tax rate & state funding

Tier II Entitlement
WADA x Guaranteed Yield x 5

Tier I Entitlement (ADA & Special Program Allotments)



Calculation determines size of glass



Tier II
$0.05

Golden Pennies



Tier I
$0.6196



Maximum Compressed Rate – MCR Set by the state

CONROE ISD
FINANCE DEPARTMENT

2025-2026 Budgeted State Funding

Tier II Entitlement

$63,077,000

Tier I Entitlement

$645,978,000



$709,055,000



Tier II
$0.05
$28,000,000

Golden Pennies



Tier I
$0.6196

$350,000,000



115

Maximum Compressed Rate – MCR Set by the state

2026-2027 Budget Considerations

- Slowing Enrollment Growth
- Opening three new campuses (Arnold, Fowler & GOHS 9)
- HB2 funding model for raises has essentially shifted timing and eligibility of raises to the state
- Growing special education population
- Unknown impact of Education Savings Accounts

Budget Concerns

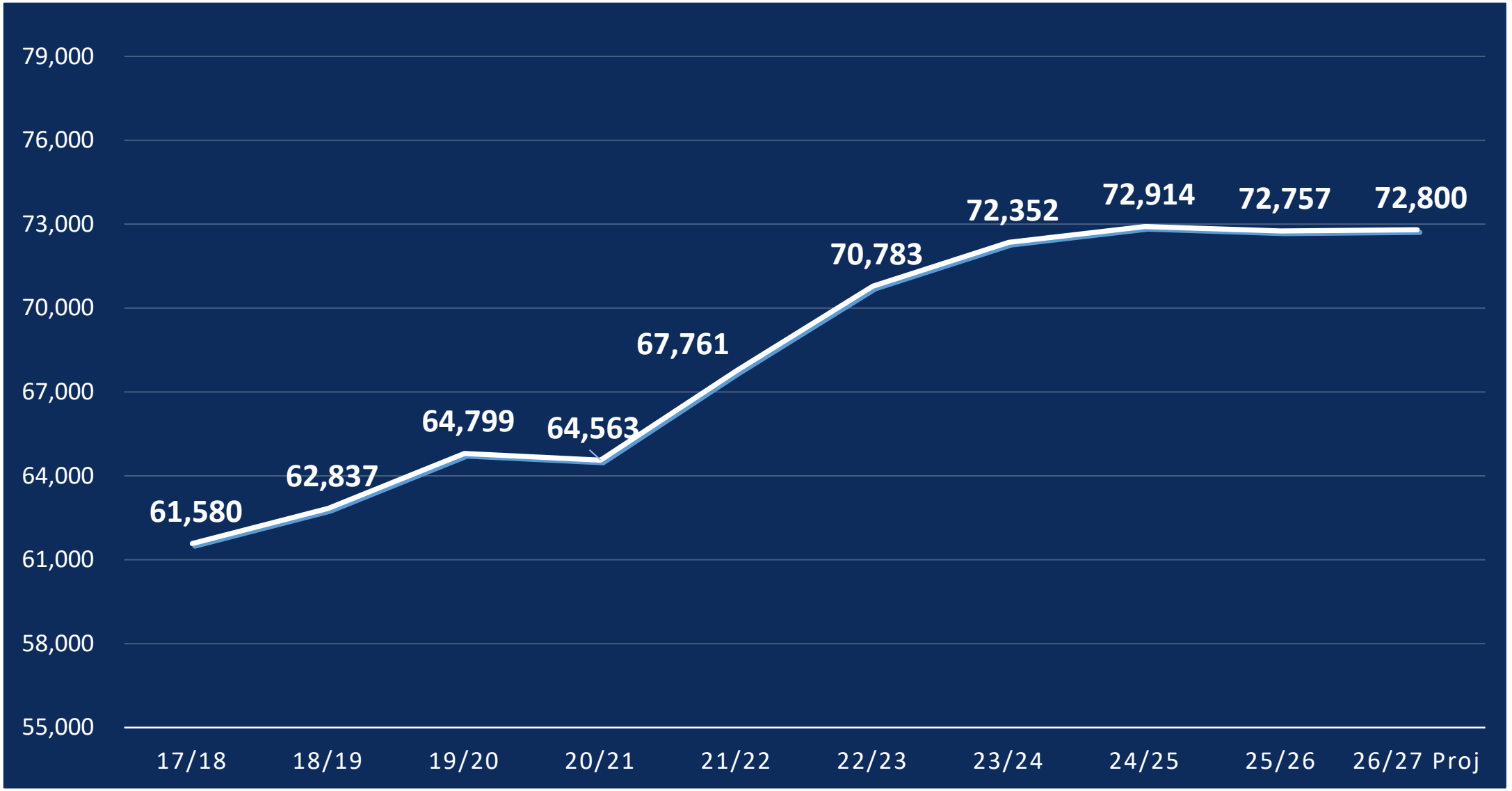
- Slow or stagnant enrollment growth
- Inability to provide raises for employees
- Compensation Plan (competitive pay, salary compression, stipend increases)
- Fast Growth Allotment – Anticipated drop to Tier 2 (27-28)
- Fund Balance (Strain of Self-Funded Insurance Plan)
- Campus operational costs continue to escalate

2026-2027 Preliminary Budget Assumptions

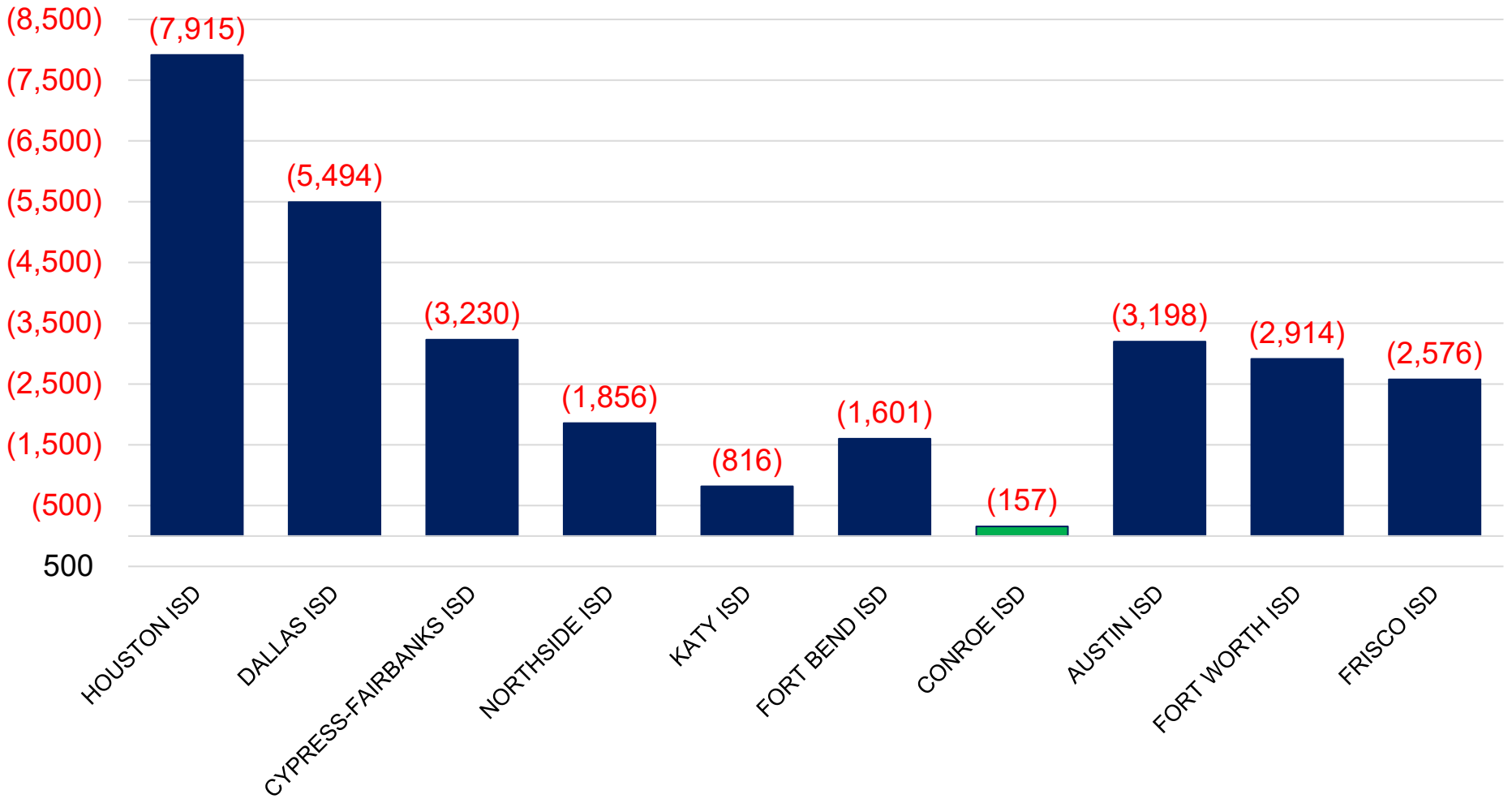
Student enrollment	ADA Percentage	Certified Property Value Growth	Proposed Tax Rate
72,800	93%	0.58%	$0.9496

CONROE ISD
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Enrollment

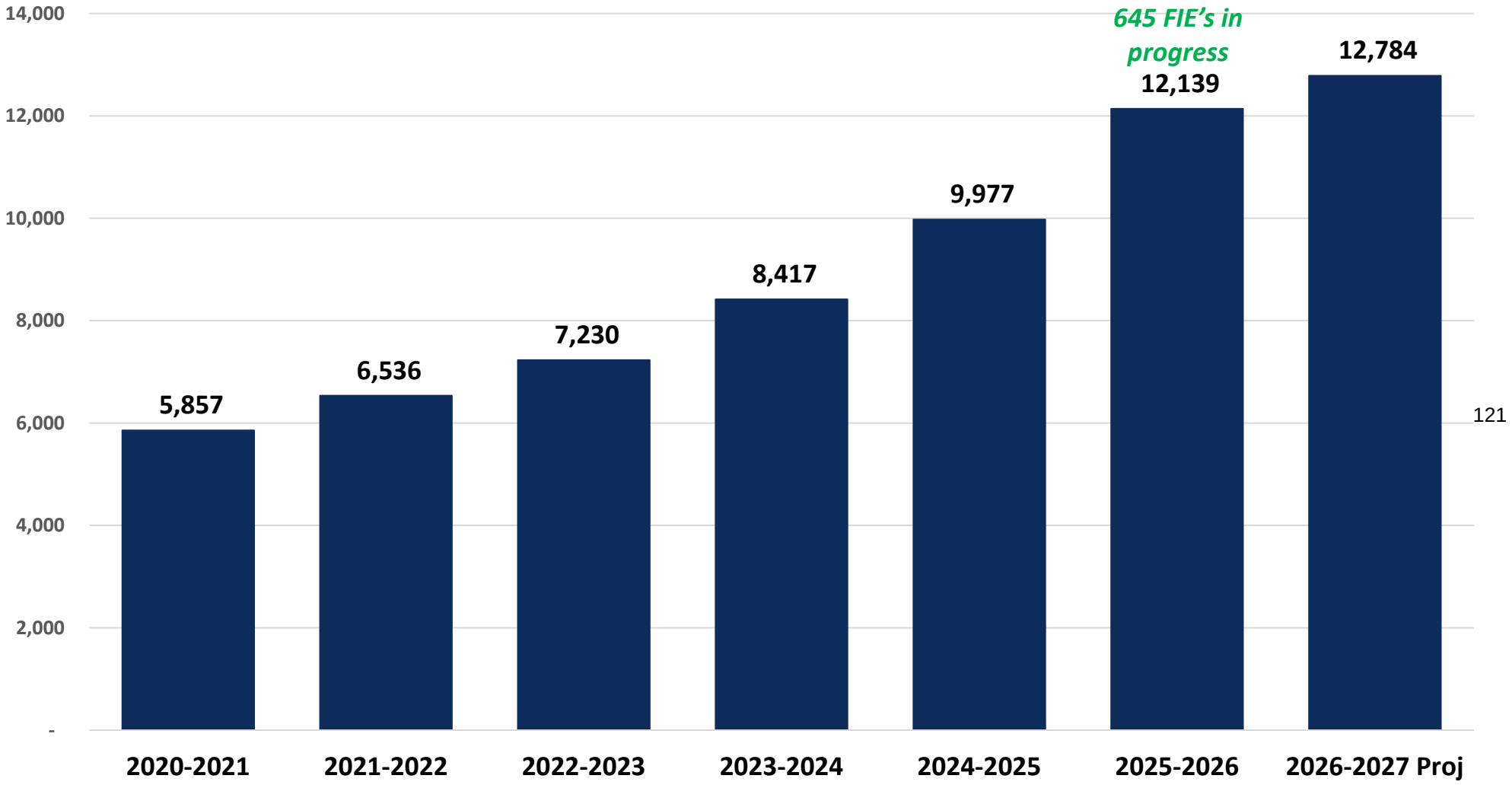

79,000
76,000
73,000
70,000
67,000
64,000
61,000
58,000
55,000
61,580
62,837
64,799
64,563
67,761
70,783
72,352
72,914
72,757
72,800
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26
26/27 Proj

Enrollment Loss- FY 25 Compared to FY 24
10 Largest Districts in the State



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Special Education Student Count



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Tax Rate

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Current Tax Rate $.9496



Property Taxes



Day-to-day operations of the district. (Salaries, benefits, supplies, utilities, fuel etc.)



Principal and interest payments on debt the district issues to finance the building of new facilities and other capital expenditures.

Maintenance & Operations Tax Rate Components

Based on 2025-2026 Tax Rate

Debt Service $0.2800

M&O $0.6696

Tier 1

Compressed M&O Tax Rate (MCR)

Tier 2

LEVEL 1 - Funding

Eigh[illegible] (5 Available)

$12.5 M

Tier 2

LEVEL 2 - Funding

Nin[illegible] (5 Available)

$4.7 M

$0.6196	$0.05	$0.00







* *Voter Approval Tax Rate Election Required*

CONROE ISD FINANCE DEPARTMENT

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FINANCE
DEPARTMENT

Certified Values

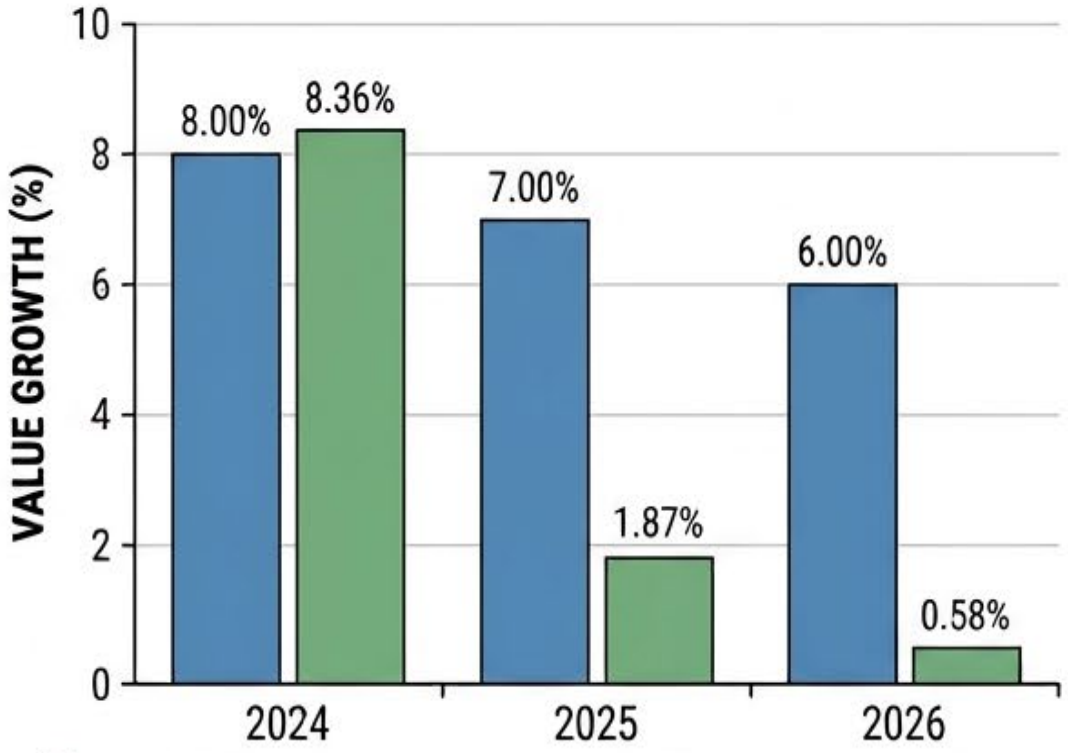
Tax Year	Certified Value	Change in Certified Value	
		$	%
2026 Certified	$ 56,817,731,764	$ 329,044,492	0.58%
2025	$ 56,488,687,272	$ 1,036,112,693	1.87%
2024	$ 55,452,574,579	$ 4,280,272,898	8.36%
2023 Adj	$ 51,172,301,681	$ (3,703,295,764)	-6.75%
2023	$ 54,875,597,445	$ 2,740,835,366	5.26%
2022	$ 52,134,762,079	$ 9,019,328,455	20.92%

IMPORTANT TAX RATE UPDATE: MONTGOMERY COUNTY APPRAISAL DISTRICT (MCAD)

CERTIFIED PROPERTY VALUES RELEASED JULY 25

PROPERTY VALUE GROWTH VS. BOND PLANNING

COMPARISON: INITIAL PROJECTIONS VS. ACTUAL GROWTH



DRIVERS OF THE VARIANCE

LEGISLATIVE CHANGES IMPACTING TAX BASE

- **LOCAL HOMESTEAD EXEMPTION** expanded to **$140,000**
- **OVER-65 EXEMPTION** expanded to **$60,000**
- **BUSINESS PERSONAL PROPERTY EXEMPTION**

"HOLD HARMLESS" PROVISION distinction

PREVIOUSLY-ISSUED DEBT vs. **AUTHORIZED BUT UNISSUED DEBT**

CRITICAL distinction:

$700+ MILLION

in unissued 2023 bond election completely uncovered

126

WHY ADJUSTMENTS ARE NEEDED

SLOWING LOCAL PROPERTY VALUE GROWTH combined with **EXEMPTION CHANGES** necessitated a re-evaluation.

We continue to seek efficiency, generating **$23.8 million** in **savings** through refunding **$343 million** in bonds since 2023.

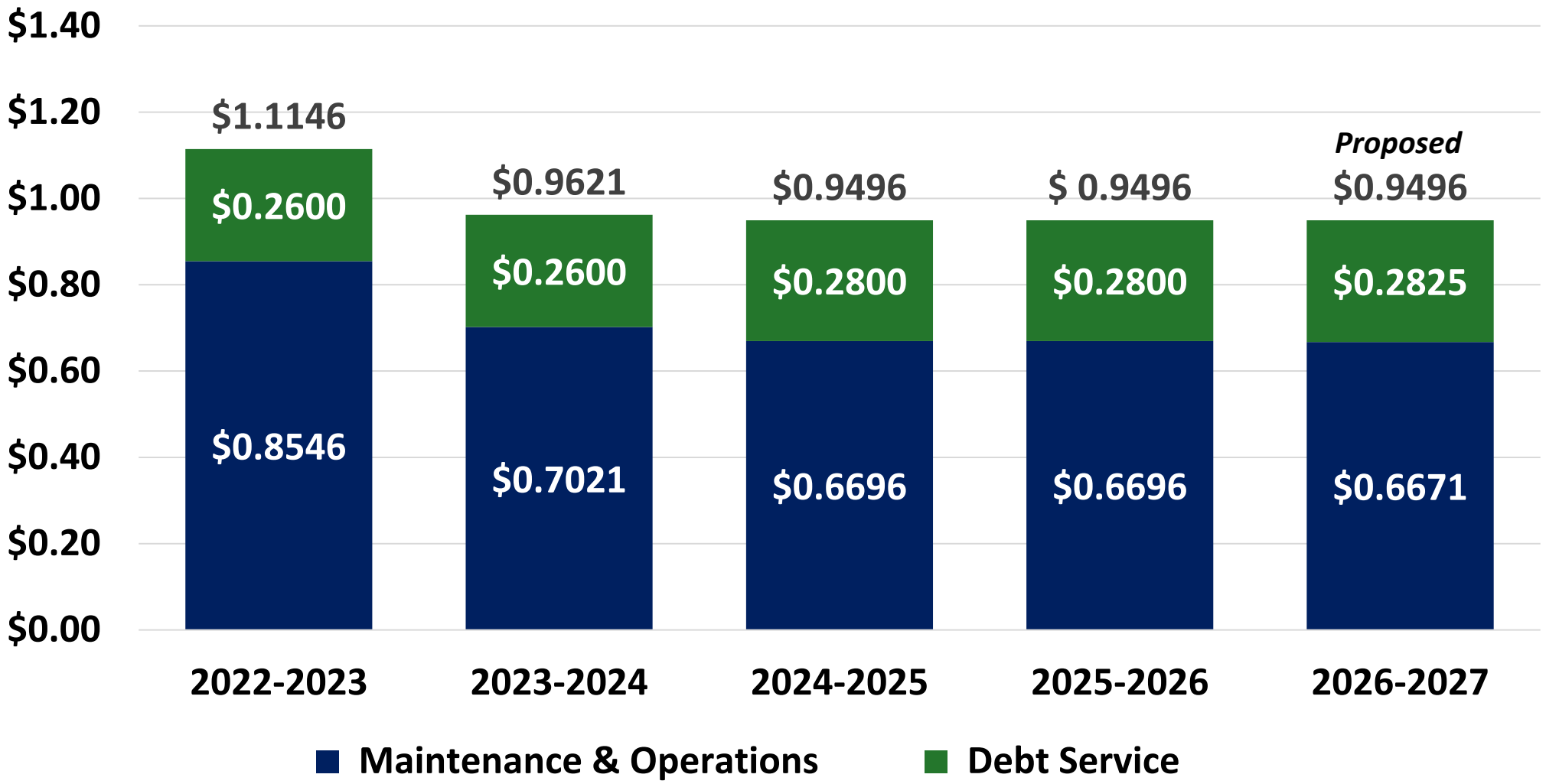
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2026-2027 Proposed Tax Rate

	2025-2026	2026-2027	Change
M&O	$0.6696	$0.6671*	($0.0025)
Debt Service	0.2800	0.2825	$0.0025
Total	$0.9496	$0.9496	-

**State calculated MCR of $0.6171 + $0.05 Tier II Pennies*

Tax Rate History

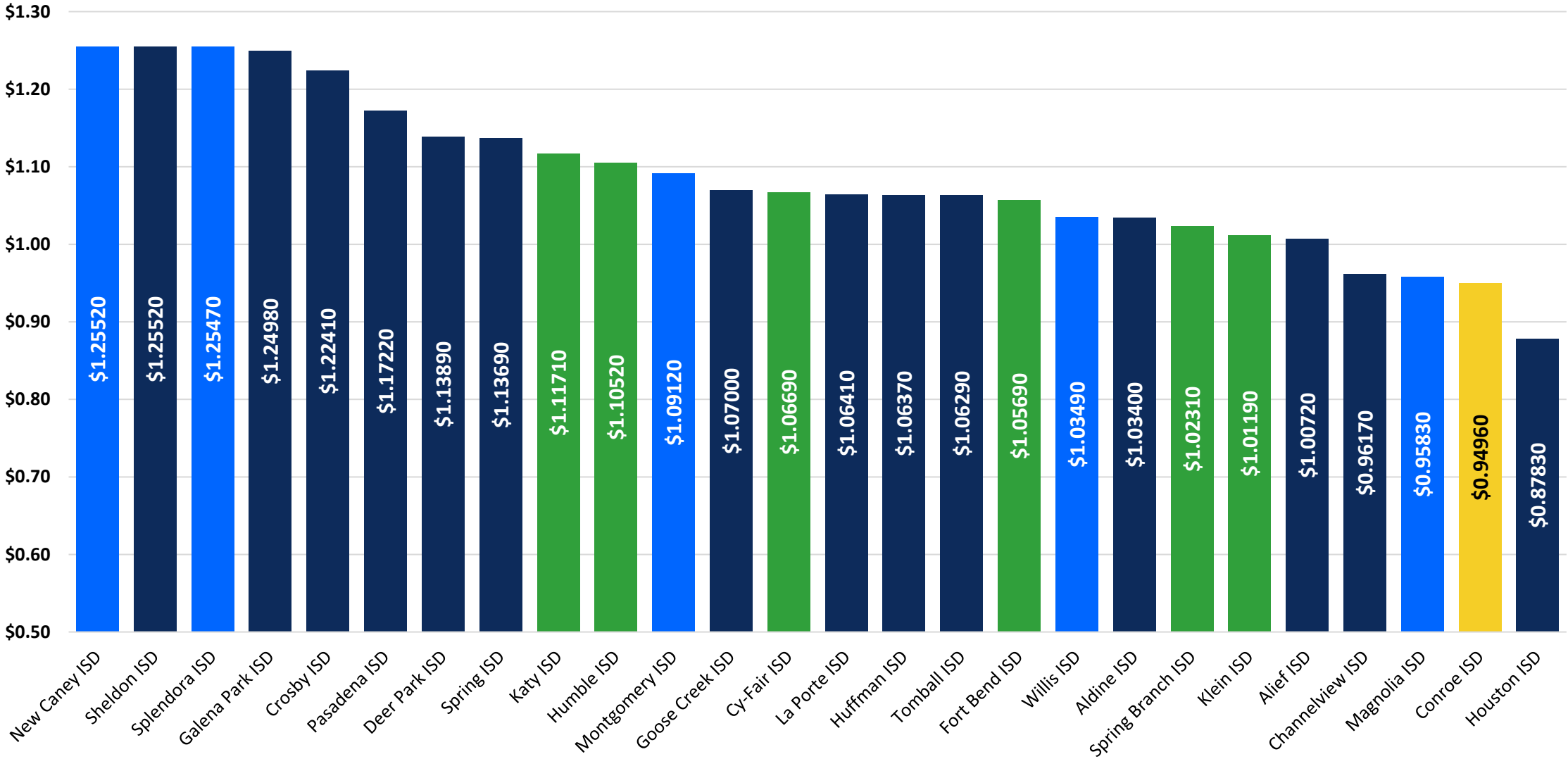


2026-2027 Proposed Revenue Increase

Local Property Tax Revenue Increase	1.03	M
State Funding Increase (Sped Funding Model Change)	3.06	
Teacher Incentive Allotment	1.00	
TRS On Behalf	2.50	
Total Estimated Revenue Increase	7.59	M

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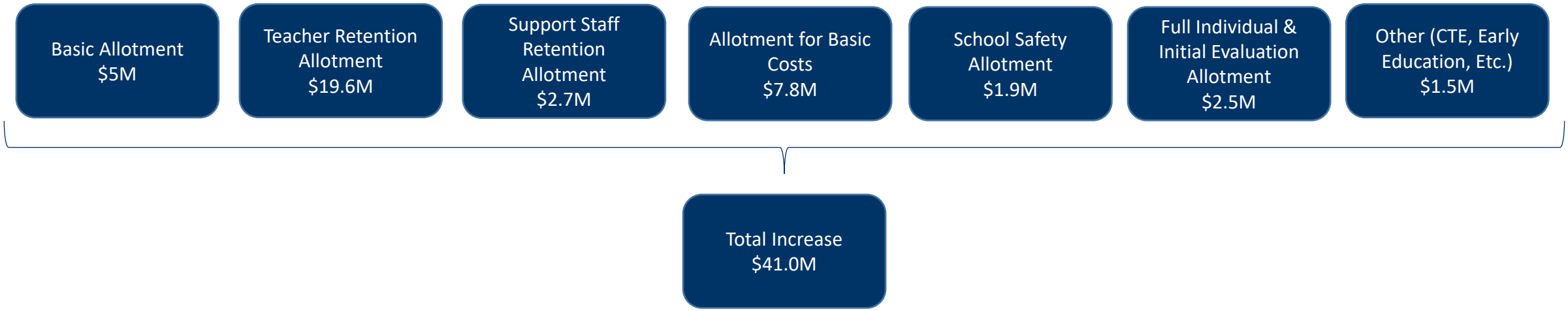
2025-2026 Houston Area Tax Rates



2026-2027
Compensation Plan

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2025-2026 Legislative Session



Funding Provided By The State (For Raises)	
Teacher Retention Allotment	$19.6
Staff Retention Allotment	$2.7
Total Funding Provided	**$22.3**

2025-2026 Approved Raises (Total Cost in Millions)	
Cost of Teacher Raise	$21.2
Benefit Cost (Teacher Raise)	$2.1
Cost of Support Staff Raise	$12
Total Cost of Approved Raises	**$35.3**

Peer Comparison

Starting Bus Driver Pay 2025-2026	
District	Hourly Rate
Tomball ISD	$25.00
Cy-Fair ISD	$23.46
Magnolia ISD	$23.25
Spring Branch	$22.50
Clear Lake	$22.44
Cleveland ISD	$21.50
Klein ISD	$21.50
Montgomery ISD	$21.45
Willis ISD	$20.52
Fort Bend ISD	$20.41
Katy ISD	$20.18
Conroe ISD	$20.00
Humble ISD	$20.00
Aldine ISD	$20.00
Spring ISD	$19.50
New Caney ISD	$19.45

Starting Teacher Pay 2025-2026	
District	Annual Salary
New Caney ISD	$67,000
Katy ISD	$66,180
Humble ISD	$66,000
Spring Branch	$65,550
Cy-Fair ISD	$65,000
Clear Lake	$64,000
Aldine ISD	$64,000
Fort Bend ISD	$63,515
Cleveland ISD	$63,500
Conroe ISD	$63,500
Spring ISD	$62,750
Klein ISD	$62,075
Tomball ISD	$62,000
Montgomery ISD	$60,285
Magnolia ISD	$59,020
Willis ISD	$56,000

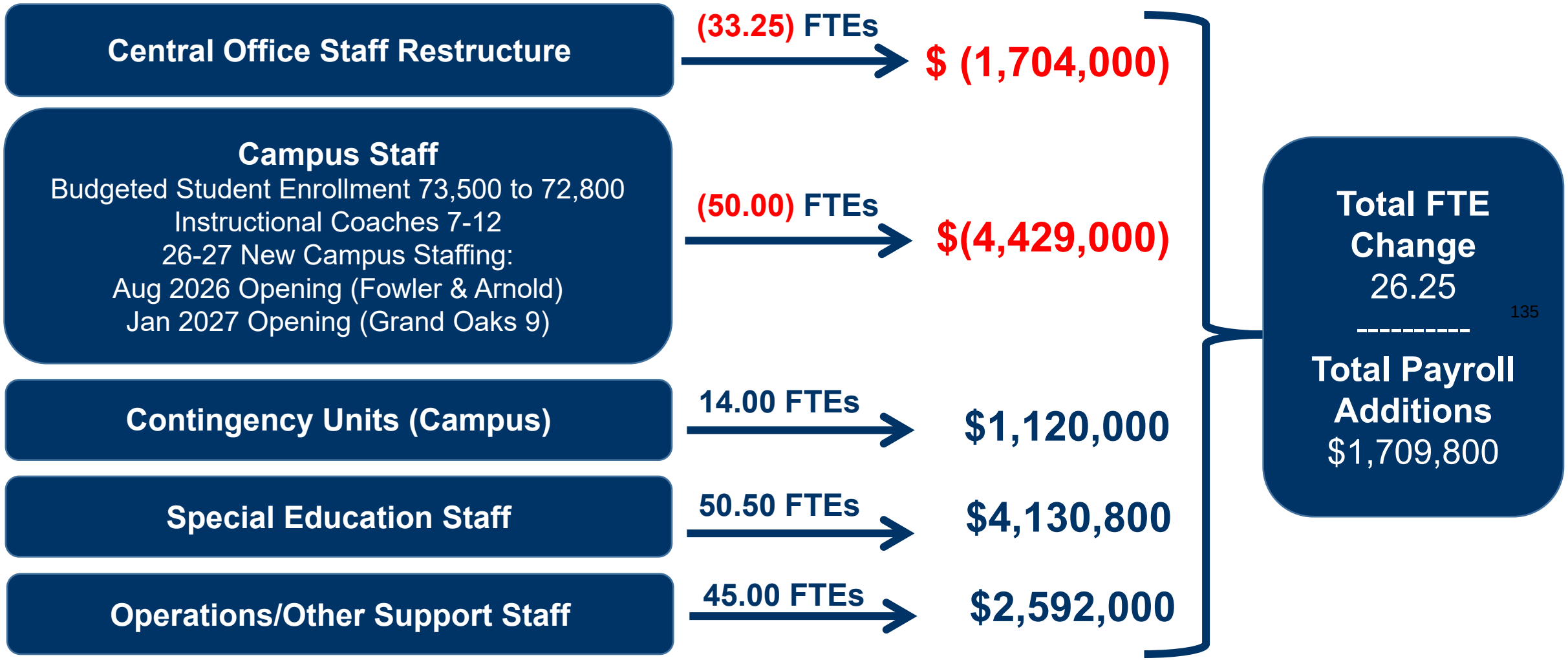
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FINANCE DEPARTMENT

2026-2027 Approved Teacher Hiring Schedule

Starting Certified Teacher Pay
$63,500

2025-2026 Years of Exp	2025-2026 New Hire Salary		Teacher Retention Allotment Increase		2026-2027 Years of Experience	2026-2027 New Hire Salary
					Uncertified 0	**$61,500**
					Certified 0	**$63,500**
0	$63,500	+		=	**1**	**$63,500**
1	$63,700	+		=	**2**	**$63,700**
2	$63,850	+	$400	=	**3**	**$64,250**
3	$64,400	+		=	**4**	**$64,400**
4	$64,700	+	$2,500	=	**5**	**$67,200**
5	$67,800	+		=	**6**	**$67,800**
6	$68,150	+		=	**7**	**$68,150**
7	$68,450	+		=	**8**	**$68,450**
8	$68,750	+		=	**9**	**$68,750**
9	$69,250	+		=	**10**	**$69,250**
10	$69,750	+		=	**11**	**$69,750**
11	$70,050	+		=	**12**	**$70,050**
12	$70,350	+		=	**13**	**$70,350**
13	$70,650	+		=	**14**	**$70,650**
14	$71,070	+		=	**15**	**$71,070**
15	$71,470	+		=	**16**	**$71,470**
16	$71,870	+		=	**17**	**$71,870**
17	$72,270	+		=	**18**	**$72,270**
18	$72,670	+		=	**19**	**$72,670**
19	$73,070	+		=	**20**	**$73,070**
20	$73,470	+		=	**21**	**$73,470**
21	$73,870	+		=	**22**	**$73,870**
22	$74,270	+		=	**23**	**$74,270**
23	$74,670	+		=	**24**	**$74,670**
24	$75,170	+		=	**25**	**$75,170**
25	$75,670	+		=	**26**	**$75,670**
26	$76,170	+		=	**27**	**$76,170**
27	$76,670	+		=	**28**	**$76,670**
28	$77,270	+		=	**29**	**$77,270**
29	$77,770	+		=	**30+**	**$77,770**
30+	$78,270					

2026-2027 Personnel Changes



FTE = Full Time Equivalent

2026-2027 Proposed Expenditure Budget Increase

Personnel Changes	1.71	M
Compensation Plan	0.70	
Other Expenses (Utilities & Supplies)	1.68	
Teacher Incentive Allotment	1.00	
TRS On Behalf	2.50	
Total Estimated Expenditure Increase	7.59	M

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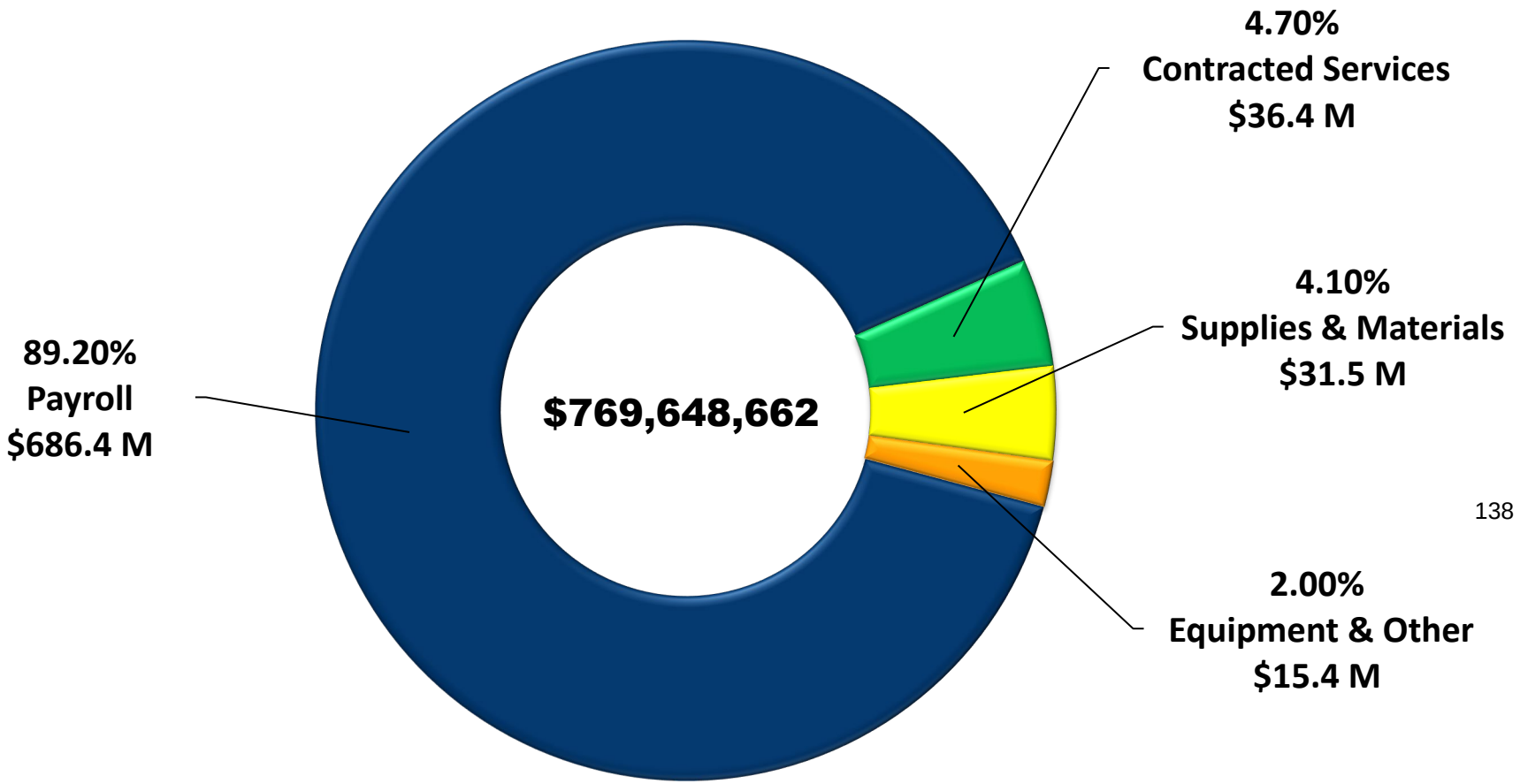
CONROE ISD
FINANCE DEPARTMENT

2026-2027 Preliminary Budget

Beginning Revenue		**$ 762.06**	**M**
Local Property Tax Revenue Increase	1.03		
State Funding Increase (Sped Funding Model Change)	3.06		
Teacher Incentive Allotment	1.00		
TRS On Behalf	2.50		
Total Estimated Revenue Increase		7.59	
Estimated Total Revenue		**$ 769.65**	**M**
Beginning Expenditures		**$ 762.06**	**M**
Staffing Changes	1.71		
Compensation Plan	0.70		
Other Expenses (Utilities & Supplies)	1.68		
Teacher Incentive Allotment	1.00		
TRS On Behalf	2.50		
Total Estimated Expenditure Increase		7.59	
Estimated Total Expenditures		**$ 769.65**	**M**
Balanced Budget		**$ -**	**M**

CONROE ISD
FINANCE DEPARTMENT

2026-2027 Preliminary Budget



CONROE ISD
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2026-2027 Peer District Budgets

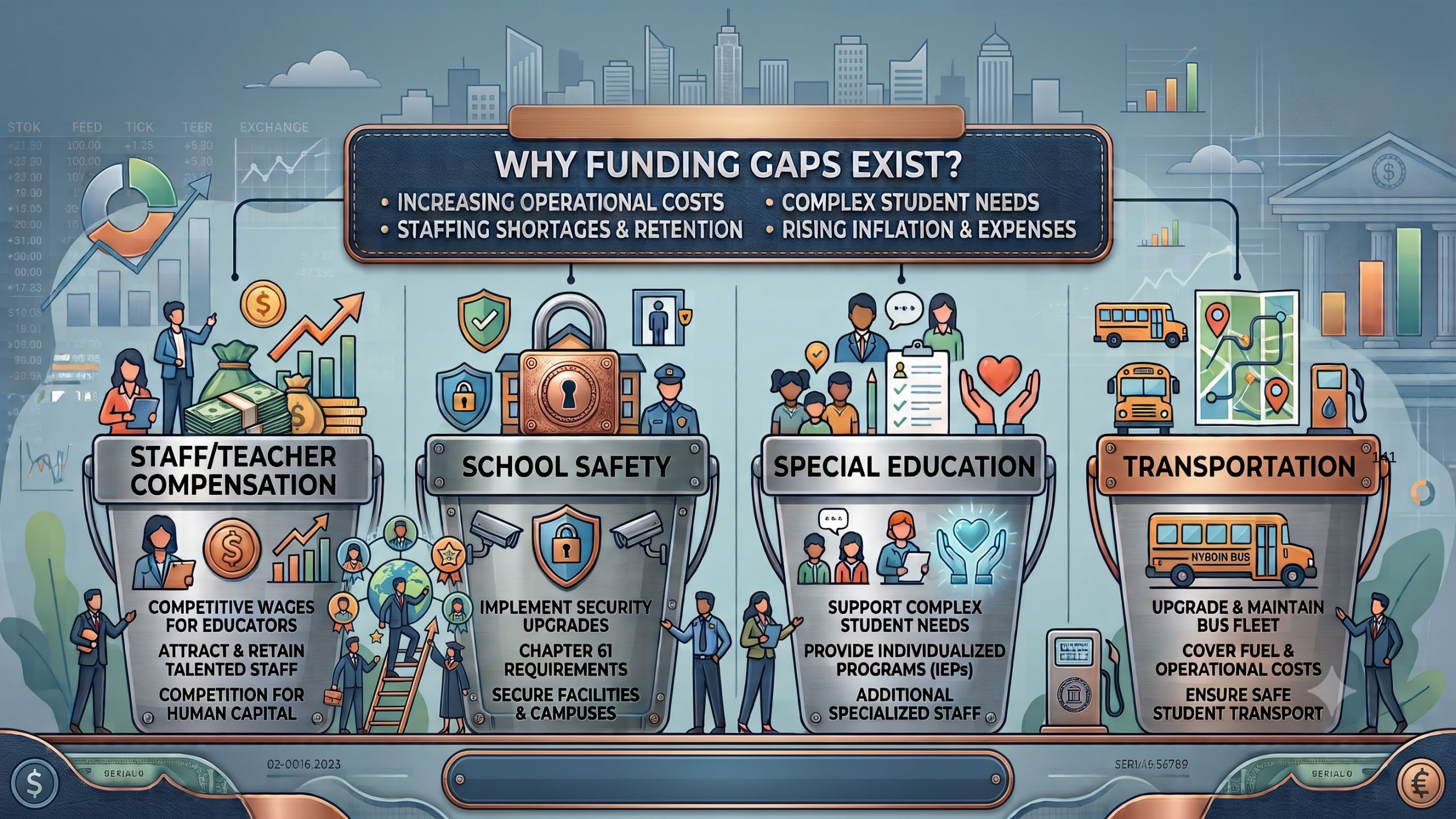
District	26-27 Budget
Katy ISD	$15.7 million Deficit
Spring Branch ISD	$26.1 million Deficit
Fort Bend ISD	$32.8 million Deficit
Cy-Fair ISD	$80.9 million Deficit
Humble ISD	Balanced Budget
Klein ISD	Balanced Budget
Conroe ISD	Balanced Budget

Legislative Priorities

CONROE ISD
FINANCE DEPARTMENT

WHY FUNDING GAPS EXIST?

- INCREASING OPERATIONAL COSTS
- STAFFING SHORTAGES & RETENTION
- COMPLEX STUDENT NEEDS
- RISING INFLATION & EXPENSES



STAFF/TEACHER COMPENSATION

- COMPETITIVE WAGES FOR EDUCATORS
- ATTRACT & RETAIN TALENTED STAFF
- COMPETITION FOR HUMAN CAPITAL

SCHOOL SAFETY

- IMPLEMENT SECURITY UPGRADES
- CHAPTER 61 REQUIREMENTS
- SECURE FACILITIES & CAMPUSES

SPECIAL EDUCATION

- SUPPORT COMPLEX STUDENT NEEDS
- PROVIDE INDIVIDUALIZED PROGRAMS (IEPs)
- ADDITIONAL SPECIALIZED STAFF

TRANSPORTATION

- UPGRADE & MAINTAIN BUS FLEET
- COVER FUEL & OPERATIONAL COSTS
- ENSURE SAFE STUDENT TRANSPORT

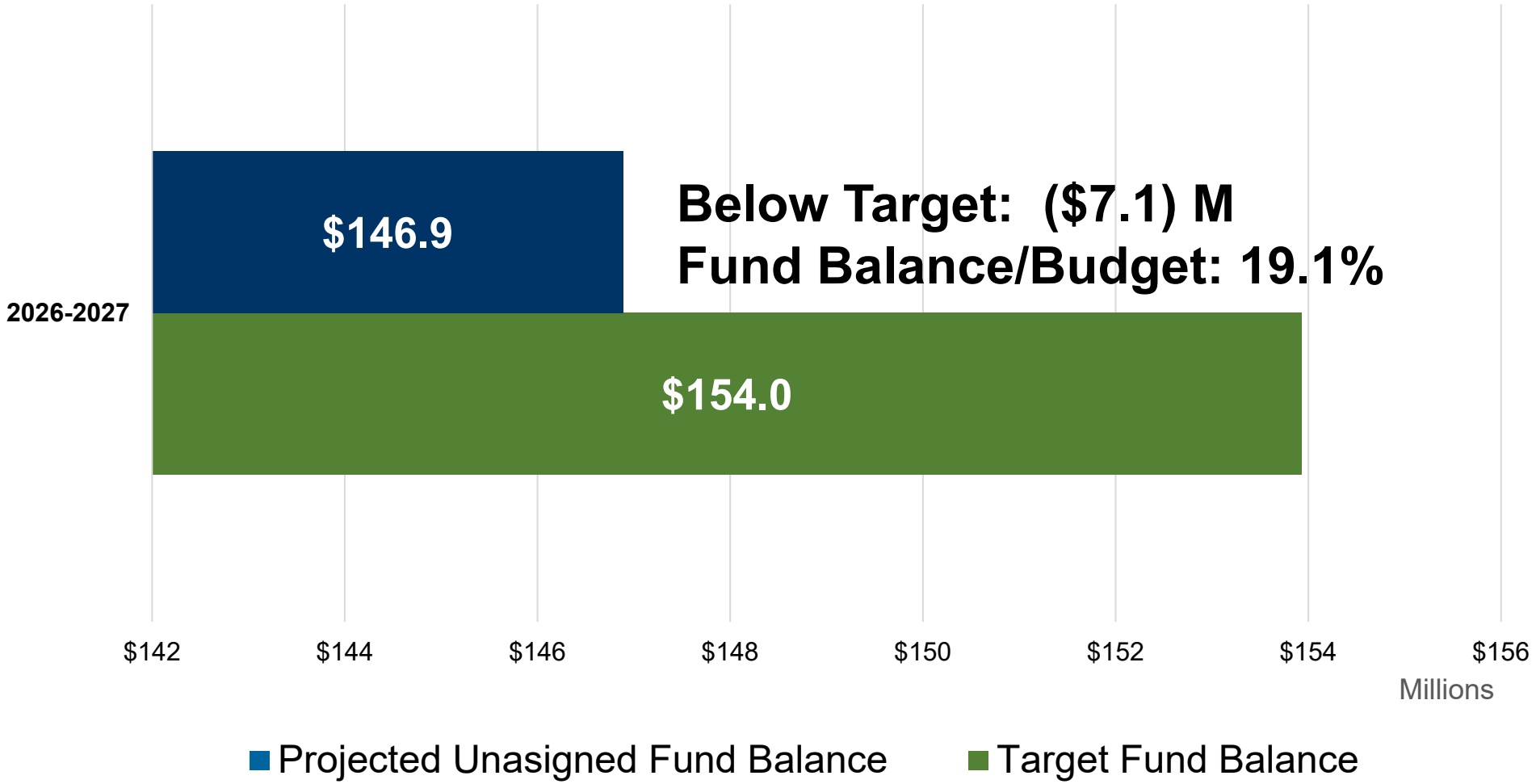
2026-2027
Fund Balance Analysis

CONROE ISD
FINANCE DEPARTMENT

CONROE ISD
FINANCE
DEPARTMENT

Fund Balance Analysis 2026-2027

Budget: $769,648,662 (Preliminary)



*Includes a projected **$10.8 million** transfer to Self Funded Insurance Plan*

Thank You

CONROE ISD
FINANCE DEPARTMENT