

Agenda of Regular Action Meeting

The Board of Trustees Dickinson Independent School District

A Regular Action Meeting of the Board of Trustees of Dickinson Independent School District will be held Monday, July 14, 2025, beginning at Executive Session 5:30pm; Open Session 6:30pm in the Education Support Center, 2218 FM 517, Dickinson, TX 77539.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

During the course of this meeting the Board of Trustees may determine that a closed meeting of the Board of Trustees is required, to discuss the items set forth below. Such closed meeting is authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The closed meeting will be held by the School Board at the date, hour and place indicated in this Notice/Agenda or as soon after the commencement of the meeting covered by this Notice/ Agenda as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to, the sections and purposes covered by the following sections of the Texas Government Code: 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, 551.084. Should any final action, decision or vote be required with regard to any matter considered in closed session, the final action, decision or vote shall be in the open meeting, or at a subsequent public meeting, with notice.

1. Roll Call, Establish Quorum, Welcome Visitors
2. Closed Executive Session
 - 2.A. Section 551.074 - Resignations, Retirements, New Hires
 - 2.B. Section 551.074 - Consider Appointment of Director of Transportation
 - 2.C. Section 551.074 - Consider Appointment of San Leon Elementary Assistant Principal
 - 2.D. Section 551.074 - Consider Appointment of McAdams Junior High Assistant Principal
3. Pledge of Allegiance to the American and Texas Flags
4. Invocation
5. Public Comment: Agenda Items
6. Open Forum: Non agenda Items
7. Action on Closed Executive Session Items
 - 7.A. Consider Approval of Resignations, Retirements, New Hires
 - 7.B. Consider Appointment of Director of Transportation
 - 7.C. Consider Appointment of San Leon Elementary Assistant Principal
 - 7.D. Consider Appointment of McAdams Junior High Assistant Principal
8. Written Reports

- 8.A. Student Attendance Report for 6th Six Weeks
- 8.B. Safety Report
- 8.C. Tax Report for May 2025 and Year to Date
9. Academic Update STAAR Data
10. Depository Contract Extension Resolution
11. UIL Course Exemptions
12. Galveston College Instructional Agreement for Dual Credit
13. Resolution House Bill 547 for 2025-2026
14. FFA(LOCAL) Update
 - Student Welfare
 - Wellness and Health Services
15. Proposed Prekindergarten Tuition Rate 2025-2026
16. Approve Renewal of Property & Casualty Insurance Policies
17. 2025-2026 Operating Budget and Set Budget Hearing Date
18. Action Items
 - 18.A. Quarterly Investment Report
 - 18.B. JJAEP Memorandum of Understanding
 - 18.C. TLC Day Memorandum of Understanding
 - 18.D. Detention and TLC Residential Memorandum of Understanding
 - 18.E. CAP Memorandum of Understanding
 - 18.F. School Liaison Officer Amendment 2025-2026
 - 18.G. SLO School Administrative Position Amendment 2025-2026
 - 18.H. Consent Agenda Items
 - Budget Amendments/Adjustments for June 4, 11, 18 and July 9, 2025
 - New Hires for the Week of June 2, 2025
 - Board of Trustees Meeting Dates 2025-2026 Revised
 - Out of State Travel-Amy Cmaidalka and Shannon Clark, ASCA
 - New Hires for the Week of June 9, 2025
 - New Hires for the Week of June 16, 2025
 - Texas A&M Agrilife Extension Adjunct Faculty Agreement and Resolution Regarding Extracurricular Status of 4-H Organization
 - May 22, 2025 Minutes
 - June 4, 2025 Minutes
 - Out of State Travel-Kim Rich, Executive Director HR; Nashville, TN
 - Donation to DHS c/o 2025
 - Campus Fundraising Requests for 2025-2026
 - MOU Between BACODA and DISD
 - Agreement Between UTMB Galveston and DISD
 - MOU Between Gulf Coast Big Brothers & Big Sisters, Inc. and DISD
19. Adjournment

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on

Friday, July 11, 2025 at or before 4:30 p.m.

DISD complies with Title II and will make efforts to ensure that board meetings are accessible to qualified individuals with disabilities by furnishing appropriate auxiliary aids and services and making reasonable accommodations. Contact the Asst. Supt. for Administration at (281) 229-6024 should you need accessibility.

A handwritten signature in blue ink that reads "Rebecca Brown". The signature is written in a cursive style with a horizontal line underneath it.

Dr. Rebecca Brown

Superintendent of Schools

DICKINSON INDEPENDENT SCHOOL DISTRICT

EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Executive Session

Agenda Item: President of the Board

The Board President will reconvene the Board to meet in Executive Session. If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by **the Texas Open Meetings Act**, Texas Government Code **Section 551.001** et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including but not limited to the following section(s) and purpose(s): Texas Government Code **Section 551.071** - Consultation with District's attorney regarding potential claim to be asserted by the District and concerning matters on which the attorney's duty to the District under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws; **Section 551.074** - for the purpose of considering the appointment, resignations, reassignment, evaluation, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against public officers or employees; **Section 551.082** school children; school district employees; disciplinary matter or complaint, and **Section 551.0821** for the purpose of considering a matter regarding a public school student where personally identifiable information about the student will necessarily be revealed by the deliberation.

Time To Executive Session: _____

Time Out of Executive Session: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Public Comment: Agenda Items

Agenda Item: Dr. Rebecca Brown

Background Information:

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

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Open Forum

Agenda Item: Dr. Rebecca Brown

Background Information:

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Personnel Action
• Employment
• Resignations/Retirement

Agenda Item: Kimberly Rich

- We have twenty-three (59) new hires.
• We have twelve (39) resignations: five (5) Teachers at K.E. Little Elementary, two (2) Teachers at Lobit Elementary, one (1) LVN three (3) Teachers at Silbernagel Elementary School, two (2) Teachers at Hughes Road Elementary, three (3) Teachers at San Leon Elementary School, and one (1) administrator at San Leon Elementary School, two (2) Counselors at San Leon Elementary, one (1) Librarian at San Leon Elementary , three (3) Teachers at Dunbar Middle School, nine (9) Teachers at Barber Middle School, one (1) Counselor at Barber Middle School, two (2) Teachers at McAdams JR High, one (1) Assistant Principal at McAdams JR High School, four (4) Teachers at Gene Kranz JR High School, four (4) Teachers at Dickinson JR High School, eight (8) Teachers at Dickinson High School, two (2) Teacher at Dickinson Continuation Center/Dickinson Alternative Learning Center.
• We have two (2) retirements: one (1) Teacher at Silbernagel Elementary, one (1) teacher at Dickinson High School.

Recommendation:

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

Action Item: [checked] Yes _____ No

Motion made by _____ seconded by _____ vote _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Appointment of the Director of Transportation

Agenda Item: Dr. Rebecca Brown

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

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Shirley Miller as the Director of Transportation.

Action Item: Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Appointment of the Assistant Principal of San Leon Elementary

Agenda Item: Dr. Rebecca Brown

Administration discussed with the Board of Trustees the appointment of the Assistant Principal of San Leon Elementary.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Kortney Wolfers as the Assistant Principal of San Leon Elementary.

Action Item: Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Appointment of the Assistant Principal of McAdams Junior High School

Agenda Item: Dr. Rebecca Brown

Administration discussed with the Board of Trustees the appointment of the Assistant Principal of McAdams Junior High School.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Stephanie Tellez as the Assistant Principal of McAdams Junior High School.

Action Item: Yes No

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

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: Written Reports

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

Background Information:

Written Reports

- Student Attendance Report for 6th Six Weeks
- Safety Report
- Tax Report for May 2025 and Year to Date

Recommendation:

Information only

Action Item: _____ Yes √ _____ No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Student Attendance Report for Sixth Six Weeks

Agenda Item: Kim Kelley/Dr. Angie Estes

Background Information:

Attached is data from the sixth six-week reporting period for 2024-2025 and comparison data from the 2020-21, 2021-22, 2022-23, and 2023-24 school years.

Recommendation:

Information only.

Action Item: Yes No

ADA Percentages by Campus

Campus	2020-21		2021-22		2022-23		2023-2024		2024-2025	
	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA
Little Elementary School										
First six weeks	474.76	91.83%	503.20	90.00%	553.03	93.40%	446.98	94.3%	434.67	94.9%
Second six weeks	515.66	92.82%	524.83	92.71%	542.76	89.71%	445.22	93.3%	442.98	94.1%
Third six weeks	520.70	92.30%	527.46	93.59%	561.30	92.18%	444.74	92.7%	435.62	92.3%
Fourth six weeks	519.30	91.70%	496.74	88.69%	560.39	93.75%	448.41	93.9%	440.44	92.6%
Fifth six weeks	530.04	93.50%	527.22	93.20%	550.93	92.83%	453.06	94.5%	440.59	93.2%
Sixth six weeks	522.00	91.30%	533.21	93.30%	556.99	93.30%	445.72	92.5%	438.11	93.0%
Yearly Average	513.74	92.24%	518.78	91.92%	554.23	92.53%	447.36	93.5%	438.73	93.4%
Lobit Elementary School										
First six weeks	593.36	97.55%	667.31	92.40%	777.56	94.78%	684.91	95.6%	688.17	95.6%
Second six weeks	585.68	95.49%	690.84	93.95%	749.23	90.64%	685.94	94.8%	694.67	95.5%
Third six weeks	583.40	94.50%	701.01	94.40%	775.30	92.65%	679.86	94.0%	685.92	94.3%
Fourth six weeks	596.10	94.80%	670.96	90.79%	807.93	94.69%	682.71	94.3%	704.25	95.1%
Fifth six weeks	612.69	95.40%	705.00	94.72%	814.20	94.85%	685.07	94.5%	706.14	94.2%
Sixth six weeks	618.00	95.20%	706.79	94.03%	819.29	94.41%	679.82	94.4%	716.24	94.9%
Yearly Average	598.21	95.49%	690.32	93.38%	790.58	93.67%	683.05	94.6%	699.23	94.9%
Silbernagel Elementary School										
First six weeks	533.74	94.13%	532.47	92.90%	569.11	95.33%	450.17	95.2%	434.52	95.6%
Second six weeks	551.45	94.29%	547.92	93.86%	548.63	91.40%	452.33	93.3%	440.22	94.8%
Third six weeks	556.50	94.90%	541.35	93.32%	561.06	93.13%	449.90	91.8%	442.90	94.3%
Fourth six weeks	557.40	94.30%	539.35	91.89%	575.54	94.19%	460.05	92.6%	437.94	93.0%
Fifth six weeks	571.22	94.70%	559.73	94.54%	581.36	94.52%	466.50	94.3%	447.23	94.5%
Sixth six weeks	571.06	94.10%	559.12	93.61%	579.73	93.85%	458.80	93.7%	443.42	93.5%
Yearly Average	556.90	94.40%	546.66	93.35%	569.24	93.74%	456.29	93.5%	441.04	94.3%
Hughes Road Elementary School										
First six weeks	599.80	94.42%	593.52	91.80%	640.11	94.75%	539.80	95.2%	519.15	95.5%
Second six weeks	601.40	93.44%	610.14	93.00%	629.59	92.54%	534.89	93.8%	521.44	94.4%
Third six weeks	609.60	94.90%	620.29	94.53%	629.90	92.94%	530.12	91.8%	513.57	92.9%
Fourth six weeks	606.40	94.60%	608.26	91.49%	645.06	94.16%	527.95	93.0%	517.21	94.7%
Fifth six weeks	607.25	94.20%	631.25	93.48%	662.61	94.27%	533.50	94.1%	520.09	94.4%
Sixth six weeks	609.22	93.60%	640.60	93.21%	657.15	93.04%	523.17	92.8%	521.88	94.8%
Yearly Average	605.61	94.19%	617.34	92.92%	644.07	93.62%	531.57	93.5%	518.89	94.5%
Bay Colony Elementary School										
First six weeks	599.05	95.61%	601.27	93.30%	581.18	94.68%	475.02	95.4%	445.54	96.2%
Second six weeks	605.87	94.63%	604.02	92.97%	574.71	92.03%	469.85	93.5%	452.89	95.5%
Third six weeks	609.00	94.70%	605.35	93.71%	581.36	93.35%	471.42	93.7%	451.52	94.5%
Fourth six weeks	607.30	94.00%	588.93	90.56%	590.65	94.94%	479.29	94.1%	455.71	94.7%
Fifth six weeks	609.01	94.00%	610.31	93.80%	596.46	95.28%	485.44	94.8%	454.48	94.4%
Sixth six weeks	603.47	93.60%	600.96	92.73%	597.96	94.91%	476.01	93.6%	458.26	95.0%
Yearly Average	605.62	94.42%	601.81	92.85%	587.05	94.20%	476.17	94.2%	453.07	95.1%
San Leon Elementary School										
First six weeks	591.73	93.16%	539.37	91.30%	580.10	94.50%	428.02	94.6%	447.46	93.8%
Second six weeks	616.07	93.67%	563.28	92.07%	561.59	90.36%	442.70	92.0%	455.74	92.6%
Third six weeks	617.40	94.30%	574.43	92.98%	579.88	92.92%	451.24	93.1%	465.97	93.2%
Fourth six weeks	601.80	92.70%	552.76	88.78%	580.91	92.49%	445.39	92.2%	460.69	92.1%
Fifth six weeks	594.98	93.20%	575.36	92.92%	594.25	93.69%	459.56	93.9%	467.54	92.8%
Sixth six weeks	593.11	93.70%	579.29	92.67%	592.32	93.93%	455.16	92.7%	467.47	92.7%
Yearly Average	602.52	93.46%	564.08	91.79%	581.51	92.98%	447.01	93.1%	460.81	92.9%
Calder Road Elementary										
First six weeks	558.97	95.42%	606.63	92.40%	642.85	95.00%	474.24	95.1%	480.08	95.9%
Second six weeks	589.30	95.21%	628.28	93.88%	632.91	92.36%	498.85	94.6%	476.82	95.2%
Third six weeks	599.70	95.40%	624.81	94.08%	620.46	91.45%	503.68	93.6%	472.85	95.0%
Fourth six weeks	607.70	94.70%	610.73	90.86%	618.63	93.84%	516.04	94.3%	459.52	93.6%
Fifth six weeks	609.21	94.60%	644.00	94.59%	620.71	94.41%	524.91	95.3%	453.71	93.5%
Sixth six weeks	611.05	94.20%	636.21	92.88%	605.86	93.74%	517.80	93.9%	456.49	94.3%
Yearly Average	595.99	94.92%	625.11	93.12%	623.57	93.47%	505.92	94.5%	466.58	94.6%

ADA Percentages by Campus

	2020-21		2021-22		2022-23		2023-2024		2024-2025	
Dunbar Middle School										
First six weeks	608.58	95.96%	582.59	91.60%	619.10	95.03%	543.78	95.3%	526.12	95.4%
Second six weeks	599.80	94.53%	602.60	93.41%	604.00	92.40%	545.91	94.8%	529.26	94.6%
Third six weeks	603.20	94.70%	618.95	93.16%	614.68	93.96%	545.16	94.4%	525.80	93.7%
Fourth six weeks	588.00	93.10%	593.85	88.91%	611.44	94.25%	548.43	94.5%	517.50	92.6%
Fifth six weeks	588.57	92.80%	619.38	93.42%	609.29	94.21%	554.04	95.3%	522.32	93.4%
Sixth six weeks	591.94	92.90%	622.71	93.52%	612.46	93.88%	539.68	93.8%	519.18	93.0%
Yearly Average	596.68	94.00%	606.68	92.34%	611.83	93.96%	546.17	94.7%	523.36	93.8%
Barber Middle School										
First six weeks	685.08	98.52%	544.27	93.20%	535.87	95.83%	579.70	95.3%	571.69	94.8%
Second six weeks	685.00	96.88%	558.34	95.33%	527.38	92.83%	576.87	93.6%	576.48	93.9%
Third six weeks	683.40	96.70%	555.10	94.71%	533.40	93.66%	574.36	92.9%	572.03	93.3%
Fourth six weeks	665.40	95.60%	539.67	91.83%	537.30	94.15%	578.32	93.3%	571.23	92.5%
Fifth six weeks	664.86	95.40%	564.15	94.96%	544.68	94.41%	581.93	94.3%	579.00	93.5%
Sixth six weeks	657.94	94.80%	563.03	94.57%	543.58	94.01%	575.37	93.1%	576.76	93.6%
Yearly Average	673.61	96.32%	554.09	94.10%	537.03	94.15%	577.76	93.8%	574.53	93.6%
Lobit Middle School										
First six weeks	461.04	98.62%	472.62	91.70%	558.87	95.96%	596.22	96.4%	625.69	96.4%
Second six weeks	451.77	95.60%	494.79	94.70%	544.83	93.57%	588.35	95.6%	637.67	95.9%
Third six weeks	455.00	96.60%	496.75	93.85%	541.96	92.92%	578.92	94.4%	638.33	95.6%
Fourth six weeks	459.20	96.10%	476.96	90.63%	557.89	95.00%	587.25	94.9%	634.04	95.0%
Fifth six weeks	454.75	95.30%	497.24	94.82%	549.71	94.57%	593.52	95.6%	630.21	94.7%
Sixth six weeks	450.62	95.10%	492.64	94.00%	544.24	94.31%	588.84	94.7%	630.85	95.1%
Yearly Average	455.40	96.22%	488.50	93.28%	549.58	94.39%	588.85	95.3%	632.80	95.5%
McAdams Junior High School										
First six weeks	872.75	98.64%	825.62	92.20%	893.40	95.42%	800.93	94.9%	834.81	95.1%
Second six weeks	846.83	95.45%	850.04	93.52%	872.92	92.12%	801.91	94.3%	842.37	94.5%
Third six weeks	843.80	94.30%	835.45	91.67%	874.04	92.47%	788.60	92.5%	840.93	93.8%
Fourth six weeks	833.00	93.10%	808.78	88.73%	874.19	93.25%	793.50	92.4%	830.12	92.9%
Fifth six weeks	828.96	93.10%	847.83	92.94%	880.11	93.13%	806.26	93.0%	837.46	93.5%
Sixth six weeks	805.53	90.60%	843.22	92.14%	882.69	92.57%	785.40	91.3%	835.82	93.6%
Yearly Average	838.48	94.20%	835.16	91.87%	879.56	93.16%	796.10	93.1%	836.92	93.9%
Kranz Junior High School										
First six weeks	916.58	96.66%	873.11	92.10%	919.93	95.33%	942.48	95.4%	821.58	95.5%
Second six weeks	926.54	94.91%	905.56	94.04%	906.04	92.64%	937.39	94.6%	830.15	94.7%
Third six weeks	922.30	94.20%	895.55	92.58%	914.80	93.34%	938.28	93.7%	823.07	93.8%
Fourth six weeks	891.70	92.00%	864.89	89.51%	925.33	93.68%	931.82	93.2%	818.73	93.0%
Fifth six weeks	883.72	92.00%	904.80	93.49%	928.34	93.90%	937.48	94.3%	825.79	93.1%
Sixth six weeks	877.56	91.20%	898.30	93.18%	917.42	92.90%	919.58	92.5%	825.69	92.7%
Yearly Average	903.07	93.50%	890.37	92.48%	918.64	93.63%	934.51	94.0%	824.17	93.8%
Dickinson Junior High School										
First six weeks							960.63	95.6%	999.38	95.9%
Second six weeks							954.78	94.2%	1007.22	95.2%
Third six weeks							950.64	93.8%	1005.73	94.8%
Fourth six weeks							944.68	93.3%	1006.17	94.4%
Fifth six weeks							949.59	94.4%	1009.23	94.5%
Sixth six weeks							931.74	93.1%	1010.94	94.4%
Yearly Average							948.68	94.1%	1006.45	94.9%
Dickinson High School										
First six weeks	3190.34	96.05%	3158.21	91.70%	3403.82	93.78%	3534.48	94.4%	3581.29	94.5%
Second six weeks	3108.13	93.23%	3215.14	92.04%	3320.80	91.32%	3498.83	93.4%	3571.83	93.5%
Third six weeks	3017.80	90.90%	3202.00	92.19%	3328.97	93.25%	3476.92	93.4%	3523.14	93.1%
Fourth six weeks	2680.20	84.60%	3019.70	88.55%	3246.65	92.93%	3370.39	92.3%	3428.00	92.2%
Fifth six weeks	2736.94	87.80%	3118.68	92.49%	3227.29	93.21%	3352.09	92.9%	3419.90	92.4%
Sixth six weeks	2781.00	89.70%	3051.13	91.41%	3215.91	93.32%	3299.17	92.0%	3344.90	92.6%
Yearly Average	2919.07	90.38%	3127.48	91.40%	3290.57	92.97%	3421.98	93.1%	3478.18	93.1%

ADA Percentages by Campus

	2020-21		2021-22		2022-23		2023-2024		2024-2025	
Dickinson Continuation Center										
First six weeks	65.08	95.13%	68.85	88.90%	78.10	94.32%	81.56	95.2%	56.81	92.3%
Second six weeks	61.97	86.59%	59.38	85.67%	72.88	92.30%	78.83	93.3%	62.33	87.6%
Third six weeks	54.60	84.40%	45.95	87.94%	58.00	93.79%	69.32	94.3%	61.07	86.6%
Fourth six weeks	137.00	87.00%	66.52	85.00%	71.48	90.95%	67.11	90.7%	63.58	84.3%
Fifth six weeks	115.93	80.30%	59.39	87.86%	54.86	90.62%	51.96	89.7%	57.11	82.8%
Sixth six weeks	92.44	80.30%	45.52	89.99%	37.67	87.11%	35.08	88.6%	35.18	84.3%
Yearly Average	87.84	85.62%	57.60	87.56%	62.16	91.52%	63.98	92.0%	56.01	86.3%
Transforming Lives Cooperative										
First six weeks	6.08	96.69%	8.00	100.00%	6.43	99.48%	7.93	100.0%	6.65	100.0%
Second six weeks	7.27	100.00%	8.66	99.60%	8.00	100.00%	8.83	100.0%	8.48	100.0%
Third six weeks	8.00	100.00%	8.30	100.00%	7.24	100.00%	8.72	100.0%	8.10	100.0%
Fourth six weeks	5.60	100.00%	6.92	99.45%	7.74	100.00%	5.61	100.0%	6.85	100.0%
Fifth six weeks	5.93	100.00%	6.21	97.24%	9.54	98.52%	5.15	100.0%	7.93	100.0%
Sixth six weeks	6.62	99.10%	6.73	100.00%	6.97	100.00%	5.50	100.0%	8.82	100.0%
Yearly Average	6.58	99.30%	7.47	99.38%	7.65	99.67%	6.96	100.0%	7.80	100.0%
Galveston County Detention Facility										
First six weeks	7.42	99.44%	13.81	98.20%	17.53	99.81%	15.11	100.0%	17.39	100.0%
Second six weeks	12.43	100.00%	17.13	99.81%	19.08	100.00%	17.96	100.0%	23.93	99.4%
Third six weeks	7.40	100.00%	15.96	100.00%	17.64	100.00%	18.32	100.0%	21.93	99.8%
Fourth six weeks	7.30	100.00%	19.22	100.00%	17.22	99.79%	19.96	100.0%	22.00	100.0%
Fifth six weeks	9.11	100.00%	22.59	100.00%	15.21	100.00%	17.11	100.0%	19.96	100.0%
Sixth six weeks	12.15	100.00%	16.52	100.00%	19.36	100.00%	20.53	100.0%	15.15	100.0%
Yearly Average	9.30	99.91%	17.54	99.67%	17.67	99.93%	18.17	100.0%	20.06	99.9%
Coastal Alternative Program										
First six weeks	0.00	0.00%	1.00	92.90%	1.40	95.45%	2.73	79.8%	3.86	87.8%
Second six weeks	0.00	0.00%	1.58	78.85%	2.52	66.25%	3.07	80.6%	5.04	82.9%
Third six weeks	0.50	72.20%	3.00	86.96%	11.08	72.48%	2.89	69.2%	6.67	74.6%
Fourth six weeks	0.50	52.00%	4.23	94.62%	11.12	66.90%	4.50	82.4%	7.84	66.4%
Fifth six weeks	1.24	63.20%	5.53	83.19%	9.41	63.50%	6.62	72.9%	9.00	64.3%
Sixth six weeks	2.36	84.80%	4.97	82.81%	6.38	73.33%	5.35	60.7%	8.44	61.5%
Yearly Average	1.15	68.05%	3.39	86.56%	6.99	72.99%	4.19	74.3%	6.81	72.9%
DISTRICT TOTAL										
First six weeks	10758.31	96.01%	10592.08	92.00%	11378.39	94.65%	11564.69	94.9%	11494.86	95.3%
Second six weeks	10766.57	94.27%	10882.53	93.11%	11111.87	91.72%	11542.49	93.9%	11579.52	94.1%
Third six weeks	10694.00	93.60%	10871.84	93.07%	11211.07	93.00%	11483.09	92.7%	11495.14	93.1%
Fourth six weeks	10357.50	91.10%	10468.47	89.66%	11239.45	93.64%	11411.41	93.4%	11381.81	92.2%
Fifth six weeks	10424.41	92.00%	10898.67	93.43%	11248.94	93.83%	11463.78	93.5%	11407.69	92.2%
Sixth six weeks	10404.11	92.20%	10800.95	92.73%	11195.98	93.54%	11262.72	91.9%	11313.59	92.2%
Actual ADA for School Year	10567.48	93.20%	10752.42	92.33%	11230.95	93.40%	11454.70	93.4%	11445.44	93.2%
Projected ADA for School Year	*11000		*11400		*11200		*11800		*11900	

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Board Safety Report

Agenda Item: Robert Cobb

Background Information:

Attached is the Board Safety Report for February 2025 through the end of the school year.

Recommendation:

Information only

Action Item: _____ Yes _____ No

Safety Report Update

January 2025

The summer always provides great opportunities for safety training. Region 4 provided an extremely valuable Behavior Threat Assessment training on the Sentinel online platform. All threat assessments will be completed on Sentinel beginning this school year. This will allow a consistent process across the state and will also allow records to be transmitted as a student transfers to another district. We held our required, yearly JJAEP Governor's Meeting on June 17th to review yearly data and discuss changes regarding mandatory JJAEP placements from the current legislative session. I was fortunate to be able to attend the Texas School Safety Center training the last week of June. This is the premier safety training in Texas. We received updates on safety-related legislation and were able to select breakout sessions that were relevant to our districts including Law Enforcement Collaboration, Lessons Learned from Active Shootings, Healthy Connections with Students, the State of School Safety, Intruder Detection Audit and District Vulnerability Assessment, Cybersecurity and many others.

2025-2026 is the third year of a three-year Safety Audit cycle, and we will be assessing campus safety via a Texas School Safety Center template for all campuses. This data will be assembled and submitted to the state next summer (2026). This is an extensive process that is ongoing and a regular part of our safety plans.

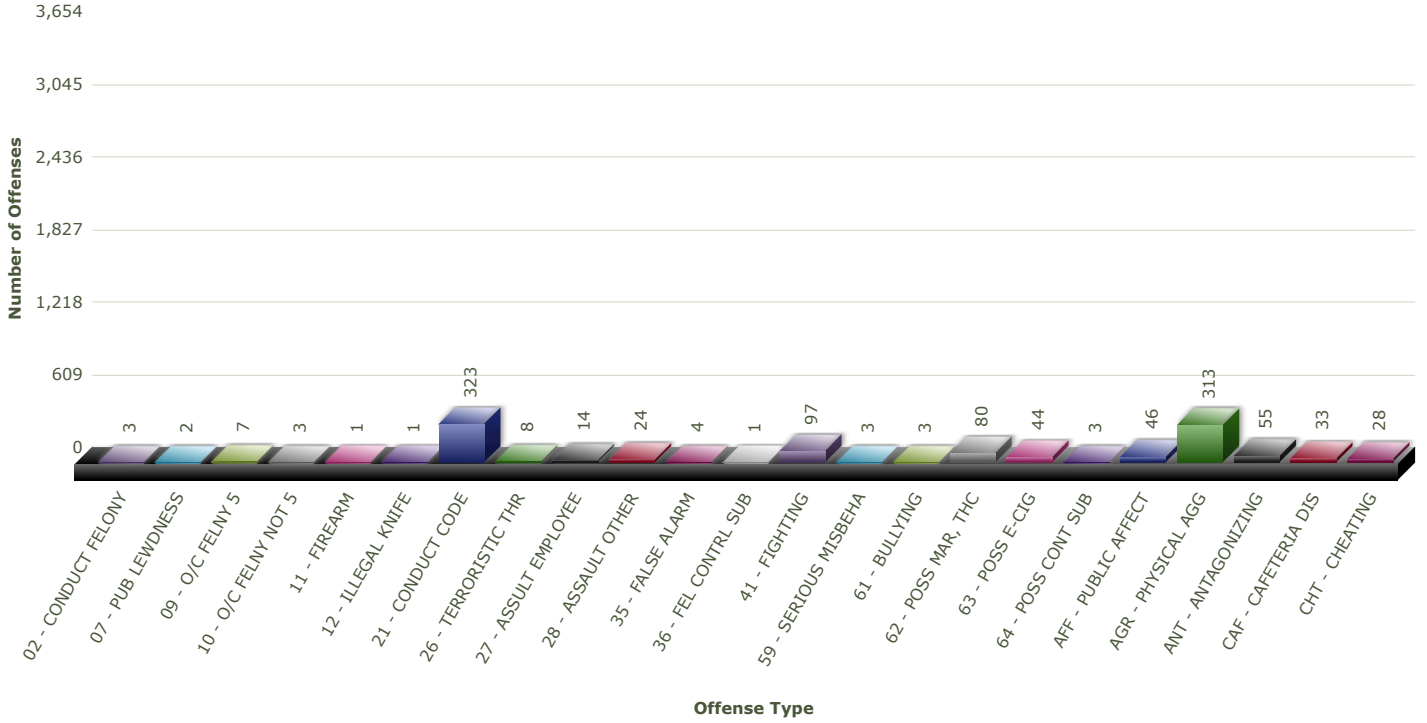
The district is continuing to utilize our safety grant money to comply with state safety standards. We have spent our entire initial Safety Grant money, and these projects are part of the Safety Grant 1 awarded by the state and will put us in compliance with new state standards. The state extended the deadline to spend Safety Grant 1 funds, and we are considering ways to spend the money appropriate within grant guidelines. This money can only be used on specific items and cannot be used for personnel costs. Safety Grant 2 funds will go to pay Student Liaison Officer salaries; this will pay for part but not all our costs for Galveston County. Campus-based deputies are currently fully staffed.

Our campuses did an amazing job dealing with disciplinary matters this year. While total occurrences decreased from last year, we are still dealing with many vaping issues at the secondary level. Fighting at the high school and junior high is still a topic we are addressing as well. I have attached several documents relating to discipline for your review. Please note that total Code of Conduct violations decreased from last year (4539 to 3771). Please see the JJAEP placement summary (JJAEP is for mandatory expulsions). The semester 1 and Semester 2 offense charts are also attached.

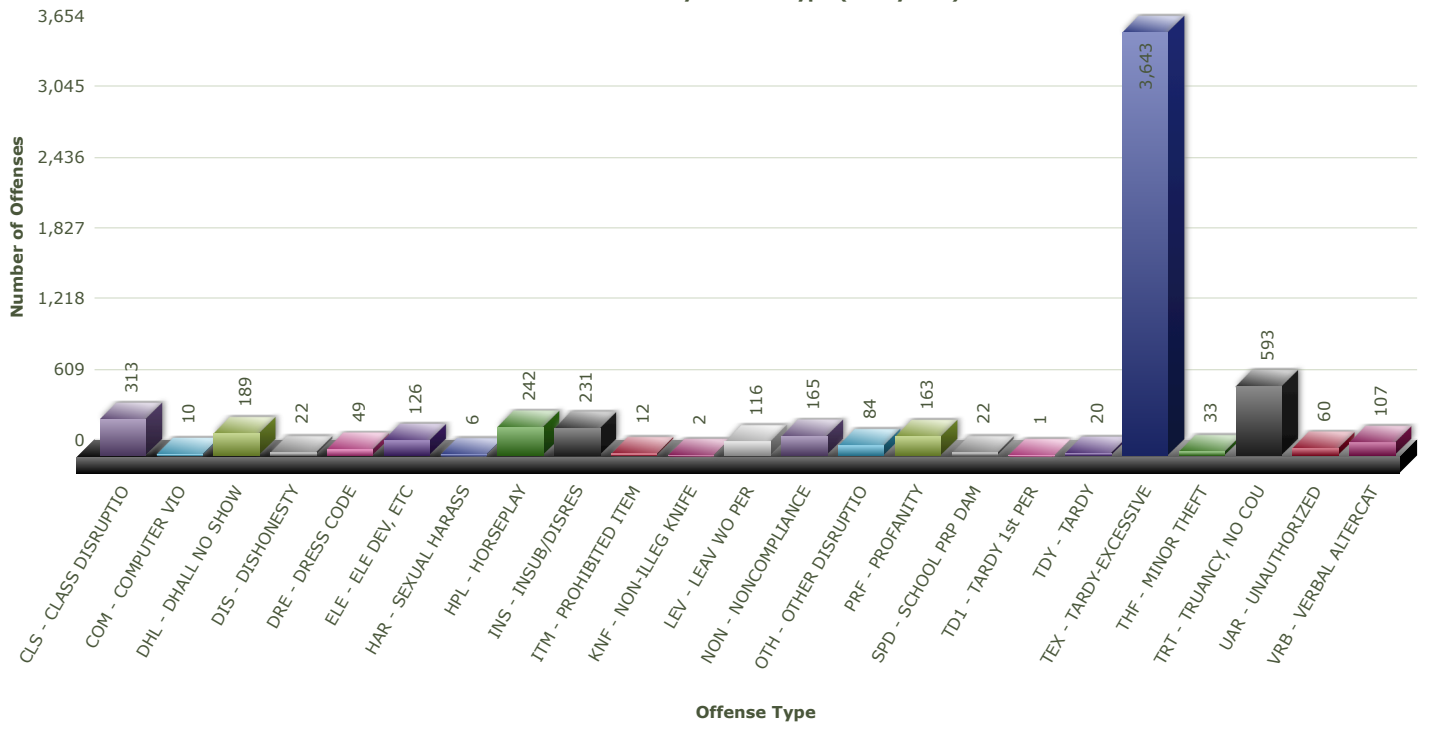
Discipline Action Reason Code Trend Analysis for 2024, 2025 for Dickinson ISD

Discipline Action Reason Code Trend Analysis for 2024, 2025 for Dickinson ISD Where Ethnicity is All Eth-Race		
Discipline Action Reason Codes	2023 - 2024	2024 - 2025
(02) - "Conduct Punishable As A Felony"	1	7
(04) - "Possessed, Sold, Used, Or Was Under The Influence Of Marihuana Or Other Controlled Substance - Only valid until September 1, 2023."	30	NA
(05) - "Possessed, Sold, Used, Or Was Under The Influence Of An Alcoholic Beverage"	8	2
(07) - "Public Lewdness Or Indecent Exposure"	11	6
(09) - "Based On Conduct For Felony Offenses In Title 5, Penal Code"	7	7
(10) - "Based On Conduct For Felony Offenses Not In Title 5, Penal Code"	1	9
(11) - "Brought Firearm To School Or Unlawful Carrying Of Handgun Penal Code 46.02"	--	1
(12) - "Unlawful Carrying Of A Location-Restricted Knife Under Penal Code 46.02"	1	1
(21) - "Violation Of Stu Code Of Conduct Not Under TEC 37.002(b), 37.006, or 37.007"	4539	3771
(26) - "Terroristic Threat"	25	28
(27) - "Assault Under Penal Code 22.01(a)(1) Against School District Emp/Vol"	9	22
(28) - "Assault Under Penal Code 22.01(a)(1) Against Non School District Emp/Vol"	31	37
(30) - "Aggravated Assault Penal Code 22.02 Against Non School District Emp/Vol"	--	1
(35) - "False Alarm/False Report"	2	11
(36) - "Felony Controlled Substance Violation"	9	2
(41) - "Fighting/Mutual Combat Excludes All Offenses Under Penal Code 22.01"	266	195
(59) - "Serious Misbehavior as defined by TEC 37.007(c) while in a DAEP"	4	12
(60) - "Harassment Agst Emp of Sch Dist Under TX PC 42.07(a)(1), (2), (3), or (7)"	1	1
(61) - "Bullying"	10	9
(62) - "Possessed, Sold, Gave, Used, Delivered, Or Under Infl Of Marihuana Or THC"	237	194
(63) - "Possessed, Sold, Gave, Delivered, Or Used E-Cigarette"	145	91
(64) - "Possessed, Sold, Gave, Used, Delivered, Or Under Infl Other Controlled Sub"	29	12

**Discipline Offenses - Semester 1
Breakdown by Offense Type (District)**

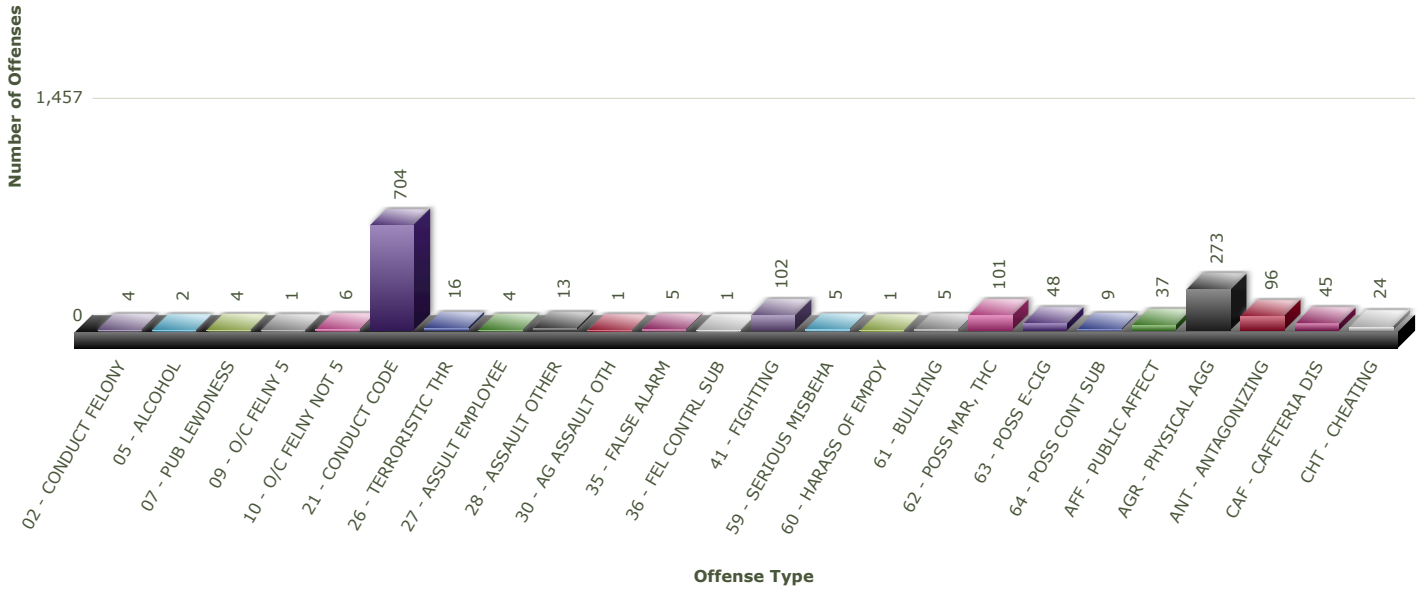


**Discipline Offenses
Breakdown by Offense Type (Entity 000)**

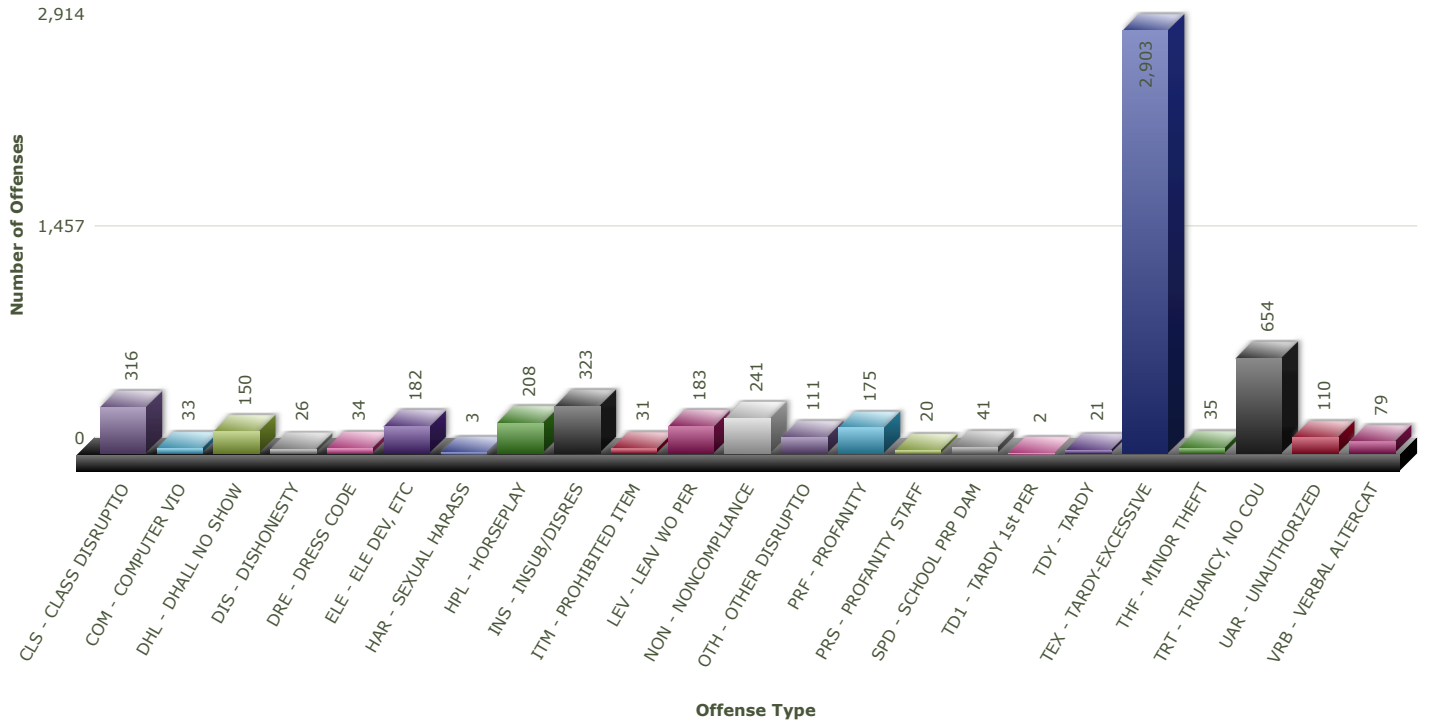


**Discipline Offenses - Semester 2
Breakdown by Offense Type (District)**

2,914



**Discipline Offenses
Breakdown by Offense Type (Entity 000)**



**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:

The Monthly Tax Collection Report for May 2025 and year to date is attached.

Recommendation:

Information only.

Action Item: _____ Yes _____ No

Dickinson Independent School District
Monthly Tax Collections Report
Maintenance Operations and Interest Sinking

Tax Year	Adjusted Taxable Values	Tax Rate	Tax Levy	Current Year Taxes Collected	Current Year % Collected										
2024	\$6,764,981,535	\$1.136	\$76,850,190	\$73,576,890	95.74%										
2023	\$6,192,588,390	\$1.178	\$72,948,691	\$71,429,308	97.92%										
2022	\$6,425,908,920	\$1.294	\$83,151,261	\$81,255,889	97.72%										
2021	\$5,715,025,955	\$1.312	\$74,981,141	\$73,510,035	98.04%										
2020	\$4,851,053,036	\$1.344	\$65,198,153	\$63,813,518	97.88%										
2024 Tax Year	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Totals:	% To Total	
Current Year Tax	Pending Billing	\$1,008,961	\$4,160,211	\$30,273,360	\$25,182,086	\$10,298,945	\$1,020,459	\$1,089,228	\$543,641				\$73,576,890		
YTD % Collected	0.00%	1.31%	6.73%	46.12%	78.89%	92.29%	93.62%	95.03%	95.74%	95.74%	95.74%	95.74%	95.74%	95.74%	
Prior Years Tax	\$308,143	\$42,975	\$255,418	\$92,092	\$93,948	\$22,642	\$8,352	\$61,996	-\$48,917				\$836,649		
Subtotal Taxes	\$308,143	\$1,051,936	\$4,415,629	\$30,365,452	\$25,276,034	\$10,321,586	\$1,028,811	\$1,151,224	\$494,724	\$0	\$0	\$0	\$74,413,539	96.83%	
Penalty & Interest	\$80,787	\$50,584	\$36,820	\$28,243	\$39,685	\$81,267	\$82,171	\$99,039	\$53,617						
Total Taxes & P&I	\$388,930	\$1,102,520	\$4,452,449	\$30,393,695	\$25,315,719	\$10,402,854	\$1,110,981	\$1,250,263	\$548,341	\$0	\$0	\$0	\$74,413,539	96.83%	
Attorney Fees	\$82,803	\$46,296	\$30,428	\$25,275	\$25,696	\$19,053	\$19,912	\$24,641	\$18,992						
Total Collections	\$471,734	\$1,148,816	\$4,482,877	\$30,418,970	\$25,341,415	\$10,421,907	\$1,130,894	\$1,274,904	\$567,333	\$0	\$0	\$0	\$75,258,849	N/A	
2023 Tax Year	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Totals:	% To Total	
Current Year Tax	Pending Billing	\$346,649	\$4,201,147	\$10,690,333	\$43,704,416	\$9,237,281	\$821,637	\$693,793	\$417,791	\$660,870	\$439,143	\$216,247	\$71,429,308		
YTD % Collected	0.00%	0.48%	6.23%	20.89%	80.80%	93.46%	94.59%	95.54%	96.11%	97.02%	97.62%	97.92%	97.92%	97.92%	
Prior Years Tax	\$142,604	\$124,455	\$79,328	\$99,097	\$117,632	-\$317,660	\$5,285	\$37,637	\$36,518	\$59,955	\$61,384	\$24,711	\$470,948		
Subtotal Taxes	\$142,604	\$471,103	\$4,280,476	\$10,789,431	\$43,822,048	\$8,919,621	\$826,923	\$731,429	\$454,310	\$720,826	\$500,527	\$240,958	\$71,900,255	98.56%	
Penalty & Interest	\$29,785	\$49,310	\$33,568	\$23,906	\$37,414	\$65,942	\$78,589	\$62,681	\$61,992	\$93,847	\$66,719	\$54,699	\$658,452		
Total Taxes & P&I	\$172,390	\$520,413	\$4,314,043	\$10,813,336	\$43,859,463	\$8,985,563	\$905,511	\$794,111	\$516,302	\$814,673	\$567,246	\$295,657	\$72,558,708	99.47%	
Attorney Fees	\$24,342	\$40,901	\$19,529	\$20,430	\$18,526	\$26,759	\$24,840	\$18,574	\$15,472	\$25,671	\$46,337	\$44,769	\$326,150		
Total Collections	\$196,731	\$561,314	\$4,333,573	\$10,833,766	\$43,877,989	\$9,012,322	\$930,351	\$812,685	\$531,774	\$840,344	\$613,583	\$340,426	\$72,884,857	N/A	
2022 Tax Year	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Totals:	% To Total	
Current Year Tax	Pending Billing	\$596,358	\$4,347,285	\$14,001,873	\$45,222,484	\$12,213,284	\$1,302,975	\$728,414	\$799,984	\$1,089,117	\$484,760	\$469,356	\$81,255,889		
YTD % Collected	0.00%	0.72%	5.95%	22.78%	77.17%	91.86%	93.43%	94.30%	95.26%	96.57%	97.16%	97.72%	97.72%	97.72%	
Prior Years Tax	\$153,260	\$29,557	\$47,929	\$75,934	\$99,395	\$100,283	\$71,407	\$51,012	\$21,329	\$55,885	\$34,958	\$39,149	\$780,098		
Subtotal Taxes	\$153,260	\$625,915	\$4,395,215	\$14,077,806	\$45,321,879	\$12,313,567	\$1,374,382	\$779,426	\$821,313	\$1,145,002	\$519,718	\$508,505	\$82,035,987	98.66%	
Penalty & Interest	\$38,472	\$32,224	\$19,037	\$19,655	\$25,336	\$145,626	\$101,723	\$67,653	\$64,845	\$70,246	\$47,543	\$60,367	\$692,728		
Total Taxes & P&I	\$191,732	\$658,140	\$4,414,252	\$14,097,461	\$45,347,215	\$12,459,193	\$1,476,105	\$847,079	\$886,158	\$1,215,248	\$567,260	\$568,873	\$82,728,715	99.49%	
Attorney Fees	\$30,498	\$24,692	\$13,336	\$14,523	\$20,326	\$16,952	\$25,855	\$11,129	\$12,193	\$19,202	\$36,317	\$56,533	\$281,555		
Total Collections	\$222,229	\$682,832	\$4,427,588	\$14,111,984	\$45,367,541	\$12,476,145	\$1,501,960	\$858,208	\$898,350	\$1,234,450	\$603,577	\$625,406	\$83,010,271	N/A	
2021 Tax Year	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Totals:	% To Total	
Current Year Tax	Pending Billing	\$1,088,340	\$3,747,145	\$31,980,110	\$22,328,154	\$10,529,093	\$939,131	\$675,619	\$544,593	\$936,072	\$399,801	\$341,977	\$73,510,035		
YTD % Collected	0.00%	1.45%	6.45%	49.10%	78.88%	92.92%	94.17%	95.07%	95.80%	97.05%	97.58%	98.04%	98.04%	98.04%	
Prior Years Tax	\$62,609	\$122,577	\$73,266	\$68,898	-\$73,715	\$36,019	-\$162,238	\$69,695	\$54,029	\$80,337	\$23,741	\$116,144	\$471,363		
Subtotal Taxes	\$62,609	\$1,210,917	\$3,820,410	\$32,049,008	\$22,254,439	\$10,565,113	\$776,893	\$745,315	\$598,622	\$1,016,409	\$423,542	\$458,121	\$73,981,398	98.67%	
Penalty & Interest	\$35,037	\$47,711	\$23,970	\$21,093	\$30,931	\$99,484	\$102,498	\$80,760	\$63,253	\$83,954	\$45,385	\$57,409	\$691,483		
Total Taxes & P&I	\$97,645	\$1,258,628	\$3,844,380	\$32,070,101	\$22,285,370	\$10,664,596	\$879,391	\$826,074	\$661,875	\$1,100,363	\$468,927	\$515,530	\$74,672,881	99.59%	
Attorney Fees	\$18,740	\$40,603	\$19,699	\$12,771	\$22,513	\$18,718	\$20,894	\$19,397	\$18,459	\$16,588	\$36,275	\$50,519	\$295,177		
Total Collections	\$116,385	\$1,299,231	\$3,864,080	\$32,082,872	\$22,307,883	\$10,683,314	\$900,285	\$845,471	\$680,334	\$1,116,952	\$505,202	\$566,049	\$74,968,058	N/A	
2020 Tax Year	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Totals:	% To Total	
Current Year Tax	Pending Billing	\$378,534	\$2,549,710	\$13,354,403	\$29,495,191	\$14,036,825	\$1,771,012	\$682,688	\$492,047	\$415,731	\$290,712	\$346,665	\$63,813,518		
YTD % Collected	0.00%	0.58%	4.49%	24.97%	70.21%	91.74%	94.46%	95.51%	96.26%	96.90%	97.34%	97.88%	97.88%	97.88%	
Prior Years Tax	\$261,234	\$82,519	\$117,291	\$80,410	\$69,068	\$80,828	\$34,645	\$78,174	\$87,587	\$67,362	\$44,020	\$166,788	\$1,169,927		
Subtotal Taxes	\$261,234	\$461,054	\$2,667,001	\$13,434,813	\$29,564,260	\$14,117,652	\$1,805,657	\$760,862	\$579,634	\$483,093	\$334,732	\$513,453	\$64,983,444	99.67%	
Penalty & Interest	\$45,743	\$21,674	\$29,695	\$33,306	\$21,003	\$57,700	\$105,272	\$70,803	\$56,352	\$56,101	\$47,512	\$42,502	\$587,663		
Total Taxes & P&I	\$306,977	\$482,728	\$2,696,696	\$13,468,119	\$29,585,263	\$14,175,353	\$1,910,929	\$831,665	\$635,986	\$539,194	\$382,244	\$555,955	\$65,571,107	100.57%	
Attorney Fees	\$26,755	\$18,926	\$14,740	\$22,947	\$15,775	\$12,989	\$19,895	\$20,509	\$13,930	\$16,899	\$36,967	\$38,277	\$258,611		
Total Collections	\$333,732	\$501,654	\$2,711,435	\$13,491,066	\$29,601,038	\$14,188,342	\$1,930,824	\$852,174	\$649,916	\$556,093	\$419,212	\$594,232	\$65,829,718	N/A	

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: STAAR Data Presentation

Agenda Item: Lindsey Suarez, Dr. Veonda Emholtz

Background Information:

Lindsey Suarez, Executive Director for Teaching & Learning and Dr. Veonda Emholtz, Director of Research and Accountability will present STAAR data to the Board.

Recommendation:

Information only.

Action Item: Yes No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025
Item Title: Depository Contract Extension Resolution
Agenda Item: Ryan Boone/Kelly Logsdon

Background Information:

Our depository contract with Texas First Bank expires August 31, 2025. We can extend the depository contract for an additional two-year period ending August 31, 2027. The current rates and fees would remain in place for the additional two year extension.

A resolution authorizing the extension with Texas First Bank is attached for your review.

Recommendation:

The Superintendent, Chief of Finance and Operations and Executive Director of Business Operations recommend approving the resolution attached.

Action Item: X Yes _____ No

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

**Depository Contract for Funds
of Independent School Districts
under the Texas Education Code, Chapter 45, Subchapter G,
School District Depositories**

State of Texas

084-901

County of GALVESTON

County-District Number

Article I. The DICKINSON INDEPENDENT SCHOOL DISTRICT, referred to in this contract
Name of District

as the "District," is located in GALVESTON County, Texas. The board of trustees of the District has selected
Name of County

TEXAS FIRST BANK, referred to in this contract as the "Depository," to serve as the Depository of the
Name of Depository Bank

school funds of the District (or if there are tie bids or proposals as defined in the Texas Education Code [TEC], as one of the Depositories). This selection was made in accordance with the TEC, Chapter 45, Subchapter G. The Depository will serve under this contract for a two-year term starting with the fiscal year beginning 09/01/2025 and ending 8/31/2027, and until its successor is selected and has qualified unless
Date *Date*

this contract is terminated sooner by the Depository's failure to adhere to all requirements of the TEC and of this contract. The school funds of the District include all school funds except those permitted by law to be deposited or invested otherwise at the sole discretion of the District's board of trustees.

The Depository is located at 4301 HIGHWAY 3 DICKINSON, TX 77539 GALVESTON County, State of Texas, and is a
Bank Mailing Address, City, Zip Code *Name of County*

bank as defined in the TEC, §45.201.

Article II. The District selected the Depository based on the Depository's written bid or proposal submitted as provided by State Board of Education rule. The District determined that the Depository's written bid or proposal was the best, or equal to the best, among 1 bids or
Number Submitted

proposals submitted to the District and opened on 5/16/2025. The bid or proposal is incorporated in this contract by reference.
Date

This contract is subject to the TEC and any amendments to it and to any acts of the Texas Legislature that affect public moneys held by the District during the term of this contract.

Article III. The Depository has elected a method to adequately protect the funds of the District deposited with the Depository in accordance with the TEC, §45.208, and a copy of the election is attached to this contract and incorporated by reference.

Article IV.

- A. The TEC, §45.205, requires that this contract and any extension of this contract coincide with the District's fiscal year. If the District changes its fiscal year in accordance with the TEC, §44.0011, the parties may agree to shorten or extend the two-year term of the contract by no more than one year to coincide with the end of the new fiscal year, provided that this contract remains in effect until the Depository's successor is selected and has qualified. If the parties cannot agree, the District has the option to change the term of this contract to coincide with the end of a new fiscal year closest to its original expiration date.
- B. The District and the Depository may agree to extend this contract for three additional two-year terms in accordance with the TEC, §45.205(b). An extension under this subsection is not subject to the requirements of the TEC, §45.206.
- C. The District must electronically file this contract and any additional two-year extension of this contract with the Texas Education Agency.
- D. The Depository must allow the District to purchase time deposits that mature after the ending date of this contract; however, the Depository may apply new interest rates to the time deposits after the ending date of this contract. The District is entitled to withdraw these time deposits without penalty when this contract expires. But in that event, the Depository will be obligated only to pay interest rates comparable to rates offered in the contract for the term the time deposits were actually held. The Depository may impose an early withdrawal penalty on a time deposit withdrawn within six days of creation of the deposit, to the extent required to comply with federal regulations defining time deposits.
- E. If a contractual dispute results in litigation between the Depository and the District, the trial will be held in the county in which the District has its central office, but only if this venue designation is not considered to be a waiver of any immunity that either party to this contract may be entitled to claim.

Article V. The District and the Depository execute this contract and each retain a copy, both of which are considered to be originals, and file the contract with the TEA electronically as specified in Article IV, item C, above.

To Be Completed by the District and Verified by the Depository
(For all funds received from the Texas Education Agency)

1 1 3 1 1 0 2 5 6

Routing Transit Number
(Must be 9 digits)

Type of Account:

42105916

Account Number
(Up to 13 digits)

Check One:
Checking
Savings

Check here if the TEA currently sends funds to an investment pool and no change is required in routing of funds.

Please note that the account information above must match the current direct deposit information on file with the Texas Education Agency, Accounting Division. If the District is changing the current direct deposit information, the District must submit a Vendor Direct Deposit Authorization form along with the depository contract.

Agreed and accepted on behalf of the District this 2 day of JUNE, 2025

Signature of President of School Board

Agreed and accepted on behalf of the Depository this 28th day of May, 2025

TEXAS FIRST BANK

Typed Name of Depository

[Handwritten Signature]

Signature of Authorized Officer

Administration Officer

Title of Authorized Officer

Acknowledgment

Acknowledged before me in Galveston County, Texas, on May 28th, 2025, by Timothy O'Brian, bank officer of the Depository named in the preceding document, for the Depository.



[Handwritten Signature]

Signature of Notary

Notary Public in and for Galveston County, Texas

[Handwritten Initials]

**Election of Collateral Method for Funds
of Independent School Districts
under the Texas Education Code, Chapter 45, Subchapter G,
School District Depositories**

In accordance with Article III of the Depository Contract for Funds, the Depository has elected to use the following method(s) to protect the funds of the District:

- Surety bond (TEC, §45.208[b])
- Deposit or pledge securities (TEC, §45.208[f])

- A. If the Depository elected to file with the District a corporate surety bond, then the corporate surety bond is in an initial amount of \$ NA, which is equal to the estimated highest daily balance of the District funds determined by the board of trustees of the District to be on deposit with the Depository during the term of this contract. The corporate surety bond is executed in the form and with the content prescribed by State Board of Education rule. A fully executed copy of the corporate surety bond is attached to and made a part of this contract by reference, provided further that:
- (1) the initial amount of the corporate surety bond may rise or fall from day to day so long as all deposits of the District are fully protected;
 - (2) the bond is made payable to the District and is signed by the Depository and the surety company authorized to do business in this state;
 - (3) the bond and the surety on the bond are approved by the board of trustees of the District;
 - (4) the bond exists under the condition that the Depository must:
 - (a) faithfully perform all duties and obligations required by law and this contract;
 - (b) pay on presentation all checks or drafts ordered according to law by the District's board of trustees;
 - (c) pay on demand any demand deposit in the Depository;
 - (d) pay any time deposit after the required notice period expires;
 - (e) faithfully keep school district funds and account for the funds according to law; and
 - (f) faithfully pay over to the successor depository all balances remaining in the account; and
 - (5) the District may not pay a premium on the depository bond out of school district funds.
- B. If the Depository did not elect to make the corporate surety bond in the amount and as referred to in A, above, then the Depository must either deposit or pledge with the District, or with a trustee designated by the District, approved securities as defined in the TEC, §45.201. The pledged or deposited securities must meet the following conditions:
- (1) The pledged securities must be approved securities and authorized by law and must be in a total market value sufficient to protect the funds of the District on deposit as directed at any time by the District in accordance with standards acceptable to the Texas Education Agency.
 - (2) The pledge of approved securities must be waived only to the extent of the exact dollar amount of Federal Deposit Insurance Corporation insurance protection for the District's funds on deposit with the Depository from day to day, and if the insurance protection ends, this contract must immediately become void except as provided in (4) below.
 - (3) The conditions of the pledge of approved securities required by this contract are that the Depository must:
 - (a) credit the account(s) of the District with the full amount of all State of Texas warrants presented to the Depository for the District's account no later than the next banking day after the day the Depository receives the warrants credit the account(s) of the District with the full amount of electronically transferred funds on the effective settlement date;
 - (b) faithfully perform all duties and obligations required by law and this contract;
 - (c) pay upon presentation all checks or drafts ordered according to law by the District's board of trustees;
 - (d) pay upon demand any demand deposit of the District in the Depository;
 - (e) pay any time deposit or certificate of deposit upon maturity or after the required notice period expires;
 - (f) faithfully keep school district funds and account for the funds according to law; and
 - (g) faithfully pay over to the successor depository all balances of funds remaining in the account.
 - (4) The pledge of approved securities required by this contract must continue until either this contract ends or the Depository fulfills all its duties and obligations arising out of this contract, whichever is later. And a continuing security interest in the District's favor must immediately apply to any pledge to all proceeds of sale and to all substitutions, replacements, and exchanges of the securities, and in no event may this continuing security interest be voided by any act of the Depository; however, the Depository will have the right, with the District's consent, to purchase and sell, and substitute or replace with other approved securities, any of the approved securities pledged under this contract, provided that the Depository adheres to all the other conditions of this contract, and the pledge is in addition to all other remedies available in law to the District.
 - (5) The Depository must immediately furnish or cause to be furnished to the District original and valid safekeeping or trust receipts issued by the custodian holding the approved securities pledged under this contract, marked on their face by the custodian to show the pledge and market value as required above, and the Depository must upon the District's request provide a description of securities being pledged and evidence that the securities are legally acceptable in accordance with (1) above.
 - (6) The District may examine and verify at any reasonable time a pledged investment security or a record that a custodian maintains in accordance with the Texas Government Code, §2257.061. The District or its agent may inspect at any time an investment security evidenced by trust receipt.
 - (7) Upon any closing or failure of the Depository, or any event considered by a state or federal regulatory agency to constitute a closing or failure of the Depository, title to all securities pledged under this depository contract must be considered to be vested in, and to be held by

the District. The District is empowered to take immediate possession of and to sell any such pledged securities, whether in safekeeping at another bank or in possession of the District or the Depository, and the District is specifically so empowered by execution of this contract.

- (8) The collateral pledge agreement must conform to Title 12 United States Code Annotated, §1823(e), so to defeat the claim of the Federal Deposit Insurance Corporation, its successor, or any other receiver to the securities, and be:
 - (a) in writing;
 - (b) executed by the Depository at the same time the asset is acquired;
 - (c) approved by the Depository's board of directors or loan committee, with the approval reflected in the board's or committee's minutes; and
 - (d) maintained continuously from the date of its execution as an official record of the Depository.

The Depository must furnish the minutes of the Depository's board of directors or loan committee to the District.

- C. If the Depository elects to give both a corporate surety bond and to pledge approved securities, the corporate surety bond and pledged approved securities must be in an aggregate amount that, together with applicable Federal Deposit Insurance Corporation insurance, will adequately protect the total amount of District funds on deposit with the Depository from day to day. The provisions of A, above, permitting the amount of the corporate surety bond to rise or fall from day to day, and all the provisions of B, above, relating to the amount and conditions of pledge of approved securities, including but not limited to substitution and conditions of pledge, apply to the election permitted by this paragraph C.
- D. The Depository agrees to cover by corporate surety bond, pledge of approved securities, or both an amount that is equal to funds anticipated to be on deposit from day to day, which is estimated not to exceed \$ 10,000,000.00 . The amount of collateral will be calculated in accordance with the Texas Government Code, Chapter 2257, Collateral for Public Funds Act.
- E. After the beginning date of this contract if the amount of deposit exceeds that which is initially covered by corporate surety bond, pledged approved securities, and FDIC insurance, the amount covered will be increased, and original and valid safekeeping or trust receipts of the additional securities, increased corporate surety bond, or both will be provided in accordance with the TEC and Texas Education Agency rules.

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: UIL Course Exemptions

Agenda Item: Lindsey Suarez

Background Information:

Advanced courses are exempt from TEC §33.081 (“No Pass No Play”). For 2025-26 school year, the exempt courses include:

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

Recommendation:

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

Action Item: Yes No

Motion made by _____ seconded by _____ vote _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Galveston College Instructional Agreement for Dual Credit

Agenda Item: Lindsey Suarez

Background Information:

A copy of the 2025-26 Galveston College Instructional Agreement for Dual Credit is attached. This program will result in our students obtaining a Limited Medical Radiologic Technologist (LMRT) certification.

Recommendation:

The Superintendent and Executive Director of Teaching and Learning recommend approval of the Galveston College Instructional Agreement.

Action Item: √ **Yes** **No**

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



**Galveston
College**

DUAL CREDIT

INSTRUCTIONAL AGREEMENT

between

GALVESTON COLLEGE

and

DICKINSON ISD

INSTRUCTIONAL AGREEMENT

Galveston College (herein as the "College") and Dickinson ISD, a Texas public charter district (referred to herein as the "School"), enter into the following Instructional Agreement, evidenced by the following, for the Academic Year **2025-2026**.

I. PURPOSE

Galveston College and Dickinson ISD support and believe in a partnership that will provide opportunities for qualified high school students to participate in early admission classes, to participate in dual credit classes, academic and workforce, all of which may allow the high school student to receive both high school and college-level credit for successfully completing college-level courses. Therefore, Galveston College agrees to provide college-level instruction for Dickinson ISD. Further, the College and Dickinson ISD agree that it is the responsibility of the College to grant college credit, and it is the responsibility of Dickinson ISD to grant high school credit.

II. DUAL CREDIT PROGRAM GOALS

According to Texas HB 1638, Galveston College has established four overall goals that guide every facet of the Dual Credit program:

Goal 1: In conjunction with partner independent schools and institutions, Galveston College will utilize meaningful and relevant outreach strategies to ensure that students and parents are given information regarding all aspects of the Dual Credit program, including benefits of participation, enrollment and financial policies.

Goal 2: The Dual Credit program will facilitate effective and collaborative procedures that ensure students successfully transition to post-secondary education as well as accelerate through degree programs for maximum student success and achievement.

Goal 3: Every Dual Credit student will receive and have continual access to advising in academic and college readiness domains as well as support services that will help in the successful completion of post-secondary courses.

Goal 4: Dual Credit courses offered will be of the highest academic quality and offer a rigorous post-secondary curriculum that will be sufficient enough to ensure student success in all other post-secondary courses taken.

III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled at Dickinson ISD may be eligible to participate in dual credit/early admission classes at the College based on the following conditions:

1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
 - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or as per the [Texas Administrative Code Rule §4.86](#)
 - a1. The college may enroll students who have not met this eligibility in MATH 1332 which can be used as a College Connect Course, or as per the [Texas Administrative Code Rule §4.344](#)
 - a2. Students may enroll as non-degree seeking and be allowed to take standard academic classes on their first semester up to 14 credit hours on a case by case basis.
 - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.
2. A high school student is eligible to enroll in workforce education dual credit classes if the student demonstrates that he or she has achieved the minimum high school-level competencies in the areas of Mathematics and/or English/Language Arts as required for entry into the workforce program.
 - a. A student may enroll only in those workforce-education dual credit courses for which the student has demonstrated eligibility.
 - b. A student who is exempt from taking an exit-level test may be otherwise evaluated by the College to determine eligibility for enrolling in a workforce-education dual credit course(s).
3. A student who has been enrolled in a non-traditional program of study (i.e., a home school or a non-accredited high school) and who is now enrolled within Dickinson ISD must satisfy paragraphs 1, 2, or 3 of these subsections.
4. To be eligible for enrollment in a dual credit course offered by the College, a student must meet all of the College's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
5. In the case of certain emergencies such as hurricane, pandemic or other forced closures and the previously mentioned measurements are not available, both the College and Dickinson ISD will employ holistic advising to ensure proper student eligibility.

IV. LOCATION AND STUDENT COMPOSITION OF CLASSES

1. Dual Credit courses may be taught on the College campus, online, or on the high school campus. Early Admissions courses will be taught at Galveston College. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught online the College shall comply with all applicable rules and procedures relating to distance education and off-campus instruction, as promulgated by the THECB.
2. Dual credit courses may be composed of dual credit students only or a class may be composed of dual credit students and regular college-credit students. Exceptions for a mixed class, a class composed partly of students enrolled for high school credit only and partly of students enrolled for early admission, AP, and/or college credit, may be allowed under one of the following conditions:
 - a. If the course involved is required for completion under the State Board of Education's Foundation High School Program, Foundation with Endorsement or Foundation with Endorsement Distinguished Level's graduation requirements, and the high school is otherwise unable to offer such a course;
 - b. If the course involved is limited to dual credit students and College Board Advanced Placement students; or,
 - c. If the course is a career and technology/college workforce course and high school credit-only students are able to earn articulated college credit.
3. Students must be registered for college credit by the official census date for the dual credit course; otherwise, the student will not be considered a dual credit student and will not be awarded college credit for the course.
4. It is the responsibility of the high school to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any single student and/or all students who participated in an unapproved mixed class.
5. Early Admissions/Dual Credit classes regardless of location will follow an approved College calendar.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

1. The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College.
2. All instructors must meet the requirements of the College and the minimal requirements as specified by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
3. Instructors teaching courses which result in the award of college credit will be employed faculty members of the College or must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the courses at the main campus of the College. All faculty selected by the College to teach early admission enrollment classes will be considered employees of the College and will be compensated by the College in accordance with College policy, procedures, and guidelines.
4. All instructor's applications for employment and official transcripts from each college or university attended will be kept on file at the College.
5. The College and the School agree to share information regarding Dual Credit faculty through safe and discreet methods. These methods will include password protected documents, collaboration with appropriate College and School personnel to ensure confidentiality among others to ensure all information is transmitted and shared securely.

VI. ELIGIBLE COURSES

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College Academic Course Guide Manual (ACGM) and must be simultaneously identified by the College as a course that has been included in the College's core curriculum, or foreign language course, or state approved FOSC or POSC. Courses offered as Early Admission courses and taken at the College's main campus must be identified as a college-level academic course in the current edition of the ACGM and may or may not be included in the College's core curriculum. College-level workforce courses offered by the College must be included in an approved Associate of Applied Science (AAS) Degree or certificate program.

2. Remedial and developmental courses may not be offered for dual credit course credit and are not eligible courses under this agreement.
3. Approved courses being taught for Dual Credit (academic or workforce) and/or Early Admission credit, must follow the College syllabus. It is the responsibility of the Dickinson ISD to work with the College to align the high school curriculum with the college course syllabus.
4. A course equivalency crosswalk of academic and workforce dual credit courses and high school classes are included in Appendix A and B.

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/learning objectives must meet all college requirements.
3. The regular academic policies applicable to courses taught at the College's main campus will apply to the dual credit and early admissions courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
4. Textbooks should be identical to those approved for use on the main campus. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of the College. Other instructional materials for dual credit courses must be identical or at an equivalent level to materials used on the main campus of the College. Courses that offer Inclusive Access will need to be accepted by the student to guarantee access to course materials.
5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in college policy and as set forth in the appropriate course syllabus. Faculty teaching dual credit courses will report a general scale mid-term letter grade and final grade as required by college policy and as outlined in the syllabus to the College, and will report a numeric grade to the school, which is responsible for recording the numeric grade in accordance with their established policies and guidelines.

6. The College and Dickinson ISD agree to provide quality online learning experiences for all Dual Credit students. As online instructional needs arise, the College and School will collaborate on ways to ensure that all Dual Credit students are provided the means to succeed.
7. Faculty, who are responsible for teaching dual credit and/or early admission enrollment classes, are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or the Dickinson ISD. Faculty and appropriate College Dual Credit staff will communicate how students can view their grades; utilize college communication tools such as e-mail as well as manage FERPA expectations.

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

1. Students in dual credit courses shall be eligible to utilize the same or comparable support services that are afforded to college students on the main campus. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, learning resources (e.g., library resources), and other benefits for which the student may be eligible.
2. Student Services
 - a. The College agrees to provide appropriate academic support services, including academic advising/counseling, to students who are participating in dual credit and/or early admissions classes. Further, the College agrees to assist students in completion of the admission and registration forms and provide an accessible process.
 - b. Dickinson ISD agrees to work with the College to provide an appropriate and accessible registration process and agrees to assist students in the completion of the admission and registration forms. The School further agrees to provide official high school transcripts, test scores, and such certifications that may be required by the College during the admission and registration process.
 - c. The College and Dickinson ISD agree to work together to plan and to try to schedule early admission and/or dual credit enrollment classes a semester in advance of offering the course(s).

3. Learning Resources

- a. The College agrees to grant Dickinson ISD students enrolled in College courses the same rights, privileges, and access to the library's collections and services as students enrolled in courses on the College campuses. In addition, Galveston College will offer these students access to the library's electronic information resources through the Internet, subject to the College's licensing contracts with its vendors and available technology.
- b. Dickinson ISD agrees to allow those students currently enrolled in Galveston College courses, within the Dickinson ISD's facilities, access to the information resources available in the district. These students are under the same rules and regulations as other students of the district and are subject to the same fines and penalties.
- c. The College and Dickinson ISD agree that if at the end of a semester, there are overdue materials belonging to one institution which were used in the completion of the other's course, the lending library will notify the other so that the student's record will show the obligation. Each library will take steps consistent with their policies and procedures to ensure that the past due books and/or materials are returned in as an expedient a manner as possible. Upon return of the material the lending library will notify the other that the student has cleared their obligation.
- d. The College will, in conjunction with the partner institution, consider the use of free or low-cost open educational resources in dual credit courses.
- e. To be eligible for these privileges at the College a student must present proof of current enrollment. This may take the form of, but is not limited to, a current student ID card, bill for registration, or a class schedule.

IX. TRANSCRIPTING OF CREDIT

1. For workforce and academic dual credit and/or early admission courses which may result in college-level credit, the College will transcript all course work in accordance with the College's normal policies and procedures immediately following the end date of the course. Furthermore, the College agrees to make available in the same manner as it does to its regular college students an official college transcript of credits that may be sent to the college, university, or other location of the student's choice.
2. For workforce and academic early admission or dual credit courses which may result in high school-level credit, Dickinson ISD will transcript all course work in accordance with the schools 's normal policies and procedures immediately following the end date of the course. Further, Dickinson ISD agrees to make available in the same manner as it does to its other students an official high

school transcript that may be sent to other schools, colleges, or locations, as the student so designates.

X. FUNDING

1. College Tuition and Fees.

- a. The College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, the College, or online.
- b. The College agrees to charge the standard tuition and special course fees, excluding standard required, out-of-district and non-resident fees, unless noted otherwise in Addendum A, as approved by the Galveston College Board of Regents and as published in the Galveston College Catalog. The Galveston College Board of Regents reserves the right to change the policies and procedures of the College, without notice, including tuition and fees, in accordance with the cost of instruction and state laws.
- c. Standard required fees include building use, student services, registration, lab, distance education, and general services fees.
- d. The College and Dickinson ISD agree to collaborate to submit applications for the Financial Aid for Swift Transfer (FAST) scholarships for all qualified students.
- e. Dickinson ISD agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- f. Dickinson ISD agrees to settle all account receivables with the College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class in accordance with Section X Part 2 of this agreement.

2. Drops and Withdrawals - Tuition and Fee Refunds.

- a. If for any reason it becomes necessary for a student who has registered for a College class to withdraw or drop the class, the College and Dickinson ISD agree that it is the responsibility of the student to officially withdraw or drop the college course.
- b. A student may add or drop a course prior to the official census date for the course. Student must clear any changes with High School

Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind.

- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar.
- d. Students attending class on or off campus may initiate a withdrawal through the Student Success Advisor for Dual Credit. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.

XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and the Board of Trustees of Dickinson ISD. If so approved, the Agreement shall be for the 2025-2026 academic year.

The agreement may be amended or extended by written addendum to this agreement.

If it is the intention of one party to terminate this agreement, the one party shall provide a one hundred twenty (120) day written notice to the other party of their intention to terminate this Agreement.

All notices and communications related to this agreement shall be addressed to the respective educational administrator.

Approved by the Galveston College Board of Regents, executed by Galveston College, and signed by its President.

By _____

Date

Dr. W. Myles Shelton, President

Approved by the Dickinson ISD Board of Trustees, executed by Dickinson ISD, and signed by its Superintendent.

By _____

Date

Dr. Rebecca Brown, Superintendent

ADDENDUM - A

- I. Students who are enrolled in other dual credit classes, regardless of location or mode of instruction, shall pay \$56 per semester hour (\$168 per 3 semester hour course or \$224 per 4 semester hour course). All standard required fees shall be waived not including special course fees such as insurance, student health insurance, Inclusive Access, and exam fees which will be paid by Dickinson ISD or they will indicate to the College who is responsible for payment.
- II. Standard required fees include building use, student services, registration, lab, distance education, and general services fees.
- III. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, at Galveston College, and online.
- IV. Galveston College agrees to waive the minimum registration requirements of six (6) credit hours for dual credit students taking classes at the high school, at Galveston College, and online.
- V. Early admission academic courses or dual credit workforce courses/programs located on the campus of Galveston College shall be charged at the regular in-district tuition and fee rates established by the College.
- VI. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at Dickinson ISD at no charge to the student by the School.

Approved by the Galveston College Board of Regents, executed by Galveston College, and signed by its President.

By _____

Date

Dr. W. Myles Shelton, President

Approved by the Dickinson ISD Board of Trustees, executed by Dickinson ISD, and signed by its Superintendent.

By _____

Date

Dr. Rebecca Brown, Superintendent

APPENDIX- A

GALVESTON COLLEGE COURSE EQUIVALENCY CROSSWALK

Healthcare Diagnostics (Imaging)	Galveston College Course #	Galveston College Course Name	Term Offered
Introduction to Imaging Technology *articulated credit	RADR 1309	Intro to Rad and Patient Care	FALL
Medical Terminology *articulated credit	RADR 2313	Rad Bio and Safety	SPRING
Imaging Technology I	RADR 2209	Radiographic Imaging Equipment	FALL
Imaging Technology I	RADR 1411	Basic Rad Procedures	SPRING
Imaging Technology II	RADR 2401 RADR 1313	Intermediate Rad Procedure Principles of Rad Imaging I	FALL
Imaging Technology II	RADR 1166 RADR 2305	Practicum I Principles Imaging II	SPRING
Practicum in Health Science	RADR 1268	Practicum II	FALL
Practicum in Health Science	RADR 1368	Practicum III	SPRING

Certification: Limited Medical Radiologic Technologist (LMRT)



**Galveston
College**

DUAL CREDIT

MAIN CAMPUS

4015 Avenue Q Galveston, TX 77550

**CHARLIE THOMAS FAMILY
APPLIED TECHNOLOGY CENTER**

7626 Broadway Galveston, TX 77554

PHONE

409-944-4242

WEBSITE

GC.EDU



**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: Resolution House Bill 547 for 2025-26

Agenda Item: Robert Cobb

Background Information:

House Bill 547 allows school districts to “Opt in” or “Opt out” of allowing home-school participation in UIL activities.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend the Resolution to “Opt out” of allowing homeschool participation in UIL activities for the 2025-2026 school year.

Action Item: Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
RESOLUTION – HOUSE BILL 547

WHEREAS, the 87th Texas Legislature enacted House Bill 547 (“HB 547”) regarding the authorization of access to University Interscholastic League (“UIL”) sponsored activities by non-enrolled students;

WHEREAS, HB 547 establishes Texas Education Code Section 33.0832 that provides that a public school that participates in a UIL-sponsored activity may provide a non-enrolled student residing in the school district, including a homeschooled student, the opportunity to participate in a UIL-sponsored activity in the same manner that the school provides the opportunity to participate to students enrolled in the school;

WHEREAS, the Dickinson Independent School District (“DISD”) is a public school that participates in UIL-sponsored activities for purposes of Texas Education Code Section 33.0832;

WHEREAS, UIL has established the deadline of August 1, 2025 for schools subject to Section 33.0832 to opt into or out of allowing homeschooled students to participate in UIL activities for the 2025-2026 school year, and for those students to be eligible for varsity athletics;

WHEREAS, the Dickinson Independent School District Board of Trustees (the “Board”) has determined that it is not in the best interests of the DISD to opt into homeschool participation in UIL activities for the 2025-2026 school year and will notify UIL of its decision;

THEREFORE BE IT RESOLVED THAT the Board of Trustees of the Dickinson Independent School District supports the Superintendent’s completion of the UIL Home School Participation Declaration to opt out of participation of homeschooled students residing in the boundaries of DISD in UIL-sponsored activities for the 2025-2026 school year.

PASSED BY VOTE AND APPROVED this 14th day of July, 2025.

President, Board of Trustees, Dickinson Independent School District

Secretary, Board of Trustees, Dickinson Independent School District

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025
Item Title: FFA(LOCAL) Student Welfare/ Wellness and Health Services
Agenda Item: Robert Cobb

Background Information:

A copy of the district-initiated FFA(LOCAL) policy update has been provided. The policy changes are based on recommendations from a Food & Nutrition Services audit.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the FFA(LOCAL) Student Welfare/ Wellness and Health Services policy update.

Action Item: X Yes No

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

The District shall support the general wellness of all students by implementing measureable goals to promote sound nutrition and student health and to reduce childhood obesity.

[See EHAA for information regarding the District's coordinated school health program.]

**Development,
Implementation, and
Review of Guidelines
and Goals**

The local ~~school health advisory council (SHAC)~~, ~~District Education Improvement Council (DEIC)~~, on behalf of the District, shall review and consider evidence-based strategies and techniques and shall develop nutrition guidelines and wellness goals as required by law. In the development, implementation, and review of these guidelines and goals, the ~~SHAC DEIC~~ shall permit participation by parents, students, representatives of the District's food service provider, physical education teachers, school health professionals, members of the Board, school administrators, and members of the public.

~~[See BDF for required membership of the SHAC.]~~

Wellness Plan

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
2. Objectives, benchmarks, and activities for implementing the wellness goals;
3. Methods for measuring implementation of the wellness goals;
4. The District's standards for foods and beverages provided, but not sold, to students during the school day on a school campus; and
5. The manner of communicating to the public applicable information about the District's wellness policy and plan.

The ~~SHAC DEIC~~ shall review and revise the plan ~~on a regular basis at least every 3 years~~ and recommend revisions to the wellness policy when necessary. ~~The results of the triennial assessment shall be reported to the public and shall show the extent to which each campus is compliant with the wellness policy, a description of the progress made in attaining the wellness policy, a description of the progress made in attaining the wellness policy's goals, and the extent to which the wellness policy compares with any state or federally designated model wellness policies.~~

Nutrition Guidelines

Foods and
Beverages Sold

The District's nutrition guidelines for reimbursable school meals and all other foods and beverages sold or marketed to students during the school day shall be designed to promote student health and reduce childhood obesity and shall be at least as restrictive as federal regulations and guidance, except when the District allows an exemption for fundraising activities as authorized by state and federal rules. [See CO and FJ]

In addition to legal requirements, the District shall:

1. Be allowed 6 exempt food fundraisers or school-designated events per campus school year. The exempt events shall not occur during campus meal times and/or where meals are served. The foods and beverages sold for fundraisers on allowable days are not required to meet standards outline in the Code of Federal Regulations.

2. Prohibit the selling of soft drinks during the school day to any age/grade group. For purposes of this section, soft drinks are defined as non-juice, carbonated beverages that contain natural or artificial sweeteners.

3. Enforce time and place "Smart Snack" restrictions for all age/grade groups:

a. An elementary school campus may not sell competitive foods to students anywhere on the school campus throughout the school day except for those food items made available by the school food and nutrition department.

b. A middle of junior high school campus may not sell competitive foods to students, anywhere on the school campus from 30 minutes before to 3 minutes after meal periods except for those food items made available by the school food and nutrition department.

c. A high school campus may not sell competitive foods to students during meal periods in areas where reimbursable school meals are served except for those food items.

1. Require students not to share their food or beverages with others, as some students have physician ordered dietary restrictions. To prevent food waste and unintended personal sharing, schools may set up share tables for food items students do not want. Guidelines and procedures must be followed as established by Food and Nutrition Services and school.

2. Allow elementary classroom parties so long as they are after class lunch period unless the lunch meal is provided by the food and nutrition department.

Foods and
Beverages Provided

The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan.

In addition to legal requirements, the District shall:

3. Set campus procedures to define how and when a parent gives "official" authority to another adult acting on behalf of the parent to provide foods and/or beverages to a student during the school day.

4. Not allow school staff to use food as a reward, incentive, or punishment for students.

Wellness Goals

Nutrition Promotion
and Education

The District shall implement, in accordance with law, a coordinated school health program with a nutrition education component. [See EHAA]

The District's nutrition promotion activities shall encourage participation in the National School Lunch Program, the School Breakfast Program, and any other supplemental food and nutrition programs offered by the District.

The District establishes the following goals for nutrition promotion:

1. The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.
2. The District shall share educational nutrition information with families and the general public to promote healthy nutrition choices and positively influence the health of students.
3. The District shall ensure that food and beverage advertisements accessible to students outside of school hours on District property contain only products that meet the federal guidelines for competitive foods.

The District establishes the following goals for nutrition education:

1. The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.
2. The District shall make nutrition education a District-wide priority and shall integrate nutrition education into other areas of the curriculum, as appropriate.

Physical Activity

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades. [See BDF, EHAA, EHAB, and EHAC]

The District establishes the following goals for physical activity:

1. The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.
2. The District shall provide appropriate staff development and encourage teachers to integrate physical activity into the academic curriculum where appropriate.
3. The District shall make appropriate before-school and after-school physical activity programs available and shall encourage students to participate.

Other School-Based Activities

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to promote and express a consistent wellness message through other school-based activities:

1. The District shall allow sufficient time for students to eat meals in cafeteria facilities that are clean, safe, and comfortable.
2. The District shall promote wellness for students and their families at suitable District and campus activities.
3. The District shall promote employee wellness activities and involvement at suitable District and campus activities.

Implementation

The Executive Director of Special Programs shall oversee the implementation of this policy and the development and implementation of the wellness plan and appropriate administrative procedures.

Evaluation

The District shall comply with federal requirements for evaluating this policy and the wellness plan.

Public Notification

The District shall annually inform and update the public about the content and implementation of the wellness policy, including posting on its website copies of the wellness policy, the wellness plan, and the required implementation assessment.

Records Retention

The District shall retain all the required records associated with the wellness policy, in accordance with law and the District's records management program. [See CPC and FFA(LEGAL)]

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Proposed Prekindergarten Tuition Rate 2025-26

Agenda Item: Kim Kelley

Background Information:

We currently offer tuition-based prekindergarten to four-year-old children of employees on a space-available basis. The tuition rate must be approved by the Commissioner of Education. Current TEA guidelines state that the “paid pre-k tuition cannot exceed the cost of the program per student.” We propose the tuition be set at \$4,095 per year (the same rate as 24-25) based on the following cost analysis:

- Classroom teacher salary \$67,963 (midpoint) / 15 students per class = \$4530
- Instructional coaching salaries \$67,963 x 2 coaches / 5 grade levels / 3 pre-k teachers / 15 students = \$604 per student
- CLI – no cost
- ST Math - \$73,500(district) / 200 elementary teachers / 15 students per class = \$24.50
- Schoology - \$80,300 (district) / 12, 500 students = \$6.50 per student
- Character Strong - \$6,700 (district) / 12,500 students = .50 per student
- Teachermade \$19,500 (district) / 12,500 students = \$1.60 per student
- Educentric \$50,000 (campus) / 29 teachers / 22 students x 4 classes = \$313 per student

Grand total per student = \$5,480.10 per student

A current bill that passed in the 89th legislative session, HB2, added children of classroom teachers to the list of children eligible for prekindergarten. Based on this

change, tuition-based pre-k will be for employees who are not classroom teachers (paraprofessionals, administrators, counselors, etc.).

Recommendation:

The Superintendent and Executive Director of School Leadership recommend the board approve tuition-based prekindergarten for four-year-old children of employees on a space-available basis at a rate of \$4,095 per year for the 2025-26 school year. This is the same rate as the prior year.

Action Item: _____ Yes _____ No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Approve Renewal of Property & Casualty Insurance Policies

Agenda Item: Ryan Boone

Background Information:

The Property and Casualty Insurance policies as secured by RFP #24-05-1168 renew on September 1, 2025. After conducting a thorough review of the global insurance marketplace, the renewal premiums will decrease, certain deductibles tornado and hail damage will decrease, and the District’s Windstorm coverage limit will increase.

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

	<u>Company Name:</u>	<u>2025 Premiums:</u>	<u>2024 Premiums:</u>
Property/Windstorm Insurance	McGriff/Berkshire & Others	\$3,411,111	\$3,559,735
NFIP Flood Insurance (estimate)	McGriff/NFIP/FEMA	\$ 183,000	\$ 165,995
Casualty/Liability Insurance:			
Equipment Breakdown Insurance	McGriff/Liberty Mutual	Included	Included
General Liability	TASB	Incl. in SPL	Incl. In SPL
Cyber Liability	TASB	\$ 8,000	\$ 8,000
School Professional Liability	TASB	\$ 70,259	\$ 66,039
Automobile/Bus Fleet Insurance	TASB	\$ 141,319	\$ 116,444
Crime/Dishonesty Insurance	McGriff/Travelers	\$ 4,425	\$ 4,552
Total Cost for Property & Casualty/Auto/Liability Insurance:		\$3,818,114	\$3,920,765

All Insurance Policies are for the term of September 1, 2025 to August 31, 2026.

Recommendation:

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

Action Item: X Yes No

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

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: 2025-2026 Operating Budget and Set Budget Hearing Date

Agenda Item: Ryan Boone

Background Information:

Administration has continued to work on the 2025-2026 district operating budget. Administration proposes that the Board consider finalizing the planning process and moving forward with approval of the 2025-2026 operating budget.

Recommendation:

The Superintendent, Chief Business and Operations Officer, Executive Director of Business Services and Executive Director of Payroll recommend administration be instructed to proceed with preparation for the budget hearing and approval of the final detailed budget as provided in the Texas Education Code Chapter 44. Administration further recommends that the Budget Hearing be set for August 11, 2025 at 6:30 p.m.

Action Item: Yes No

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

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: Approval of Agenda Items A-H

Agenda Item: Dr. Rebecca Brown

Background Information:

Agenda Items:

- A. Quarterly Investment Report
- B. JJAEP MOU
- C. TLC Day MOU
- D. Detention and TLC Residential MOU
- E. CAP MOU
- F. SLO Amendment 25-26
- G. SLO Adm Position Amendment 25-26
- H. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-H.

Action Item: Yes No

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

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025
Item Title: Quarterly Investment Report
Agenda Item: Ryan Boone / Kelly Logsdon
Background Information:

Attached is the quarterly investment report for March 1, 2025 through May 31, 2025 and comparison data for prior years.

Recommendation:

The Superintendent, Chief Business and Operations Officer and the Executive Director of Business Operations recommend approval of the quarterly investment report for March 1, 2025 through May 31, 2025.

Action Item: Yes No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Galveston County Juvenile Justice Alternative Education Program
Interlocal Agreement for 2025-2026

Agenda Item: Robert Cobb

Background Information:

A copy of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2025-2026 is attached for your review. There are no substantive changes from last year.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2025-2026.

Action Item: X Yes No

COUNTY OF GALVESTON §

STATE OF TEXAS §

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

I. OPERATING POLICY

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

II. PURPOSE OF THE AGREEMENT

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

III. GOVERNANCE

- 3.01 The Governing Board of the GCJJAEP shall include:

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

Members: (each with one vote)

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

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

IV. DUTIES OF DISD

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

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

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

V. FINANCIAL OBLIGATIONS

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

VI. BUDGETING

- 6.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year. Such budget shall include, without limitation, fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD.
- 6.02 The Parties concur that regular education services will be delivered by five teachers employed by Dickinson ISD under agreements entitled: Agreement for Educational Services - Transforming Lives Cooperative Day Program 2025-2026; Agreement for Educational Services between Juvenile Board and DISD 2025-2026 School Year; JJAEP Interlocal Agreement and MOU 2025-2026 and, one assistant principal for the coordination of all education services. Total program instructional personnel costs consisting of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of an Assistant Principal, 1/3 of a clerical aid, and 1/5 of a district program administrator shall be included in the educational services budget for the GCJJAEP. Student/teacher ratios are to be maintained between 8 to 1 and 15 to 1. The Parties agree that one or more regular education teacher(s) may be employed by Dickinson ISD at the request of the GCJJAEP and the Galveston County Commissioners Court in the event that GCJJAEP enrollment necessitates the addition of one or more certified full time teacher(s) with all associated cost borne by the County of Galveston. The financial responsibility of each Participating District with regard to funding personnel and related costs is set forth in Exhibit "A" to this Agreement.
- 6.03 The budget may be amended with concurrence of the Districts and the Galveston County Juvenile Board if program needs change during the year. Nothing herein nor in any juvenile court order shall require the Fiscal Agent or the Galveston County Juvenile Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

VII. ACCOUNTABILITY/ATTENDANCE

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

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

VIII. COUNTY'S FINANCIAL OBLIGATIONS

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

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

IX. ADMINISTRATIVE RESPONSIBILITIES

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

X. LIABILITY/TERM

- 10.01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.
- 10.02 The term of this Agreement shall be for the 2025-2026 school year according to the school calendar of Dickinson ISD.

XI. MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

- D. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081 or applicable court order. The Participating District shall provide required notice not later than the second business day after the date an expulsion hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04. The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code. As required by TEC Section 37.010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion.

- E. If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation.
 - a. If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Student Code of Conduct. The Assistant District Attorney will request a court date as soon as practicable and the Court will be requested to consider the amendment of the Order.
 - b. If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct, subject to approval by the Juvenile Judge.

- F. If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision. If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval.

- G. Each Participating District will determine the length of time that each student will be enrolled at the JJAEP. Each Student will be assigned a program based on performance and behavior that includes earning points for expected behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the Participating District prior to a student being returned to that campus. Whenever possible, GCJJAEP will release the student at the end of the sending District's grading period. If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests. No student shall be released during the last week of the Participating District's semester.

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

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

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

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

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

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

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

11.06 **PLACEMENT OF STUDENTS WITH DISABILITIES.**

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

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

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

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

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

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

11.14 **SEVERABILITY**. If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

11.15 **TERM and EFFECTIVE DATE**. This Agreement is effective August 1, 2025, and shall remain in effect through July 31, 2026. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2026. In the absence of a revision, this Agreement shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify, or repeal the entire document or any portion thereof.

[Remainder of page intentionally left blank]

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS (10)**, as authorized by the County of Galveston by action of the Commissioners Court on the _____ day of _____, 2025, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2025, and by each of the other Participating Member Districts by action on dates as indicated below, to be effective the 1st day of August, 2025.

GALVESTON COUNTY COMMISSIONERS COURT

By: _____

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

By: _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

EXHIBIT "A"

GALVESTON COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (GCJJAEP)

FUNDING PARAMETERS

FUNDING:

1. For the 2025-2026 school year, the Galveston County Juvenile Justice Center will educate students residing in Participating Districts located within Galveston County who are expelled due to a mandatory expulsion or student placement pursuant to Texas Education Code (TEC) 37.0081(g) and TEC 37.309(b). Mandatory expulsions are defined as those expulsions for offenses described in Section 37.007 (a), (d), or (e) of the TEC, funded by the allocation to Galveston County from the State through the Texas Juvenile Justice Department (TJJD) for that purpose. The entire cost of educating students identified as having committed an offense specifically set forth in Section 37.007 (a), (d), or (e) of the TEC shall be solely borne by Galveston County. It is further agreed and understood that expelled students covered by this paragraph are ineligible to be counted, for purposes of student attendance accounting and corresponding funding, by their Participating District of residence.
2. The entire cost of educating students identified as having committed an offense specifically set forth in Sections 37.0081(g) and TEC 37.309(b)(1) of the TEC, or other discretionary placements, shall be solely borne by the Participating District of residence for such students.

Additional Considerations

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

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

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

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

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

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

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

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

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

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

9. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to (1) TEC section 37.0081 (Students found by the Participating District referring the student to have committed a felony offense identified under Title 5 of the Texas Penal Code), and (2) students expelled to the GCJJAEP pursuant to TEC section 37.309 (placement of registered sex offenders), provided space is available as determined by the GCJJAEP. Participating Districts shall reimburse Galveston County for the provision of services provided under this Agreement, and pursuant to 37.0081(g), the total reimbursement to the County by all Participating Districts shall not exceed actual costs incurred each instructional day per student during that period that the student is assigned to the GCJJAEP. It is agreed and understood that each Participating District shall be obligated to reimburse Galveston County in an amount proportionate to the number of students expelled from that Participating District pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309(b). Each Participating District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County not later than August 19, 2025.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025
Item Title: Galveston County – Transforming Lives Cooperative Day Program
Agenda Item: Robert Cobb

Background Information:

A copy of the Galveston County TLC Day Program Agreement for 2025-2026 is attached for your review. There are no substantive changes from last year.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Galveston County TLC Day Program Interlocal Agreement for 2025-2026.

Action Item: X Yes No

**Interlocal Cooperation Agreement and
Memorandum of Understanding for
the Provision of Educational Services for
The Transforming Lives Cooperative Day Program
(2025-2026)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2025, by, between, and among the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and each of the independent school districts participating in the Transforming Lives Cooperative Day Program (Districts).

1. RECITALS

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

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

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

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

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

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

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

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

2. TERM; TERMINATION

2.01. The term of this Agreement shall begin on the effective date of this Agreement, and end on July 31, 2025, unless sooner terminated as provided in this Agreement.

2.02. A Party may cancel this Agreement:

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

3. EDUCATIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

4. INSTRUCTIONAL PERSONNEL

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

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

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

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

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

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

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

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

5. ON-SITE ADMINISTRATOR

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

5.02. The on-site administrator shall:

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

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

6. RECORD KEEPING; DATA CONFIDENTIALITY

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

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

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

7. FUNDING AND REIMBURSEMENT PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

8. NOTICE

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

to the Board at:

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

to DISD at:

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

with a copy to:

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

9. INDEPENDENT RELATIONSHIP

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

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

10. ENTIRETY OF AGREEMENT AND MODIFICATION

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

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

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

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

12. MISCELLANEOUS

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

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

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

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

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

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

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

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EXECUTED IN MULTIPLE ORIGINALS, as authorized by action of the Galveston County Juvenile Probation Board on the _____ day of _____, 2025, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2025, and by each of the other participating school districts by action on the dates indicated below, to be effective the first day of August, 2025.

GALVESTON COUNTY JUVENILE BOARD

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

(as Fiscal Agent and as a Participating District)

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Educational Services Agreement for Galveston County Detention and TLC Residential Interlocal Agreement for 2025-2026

Agenda Item: Robert Cobb

Background Information:

A copy of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson ISD for 2025-2026 is attached for your review. There are no substantive changes from last year.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson ISD for 2025-2026

Action Item: X Yes No

**Agreement for Educational Services
between
Galveston County Juvenile Probation Board
and
Dickinson Independent School District
(2025-2026)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2025, by and between the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and the DICKINSON INDEPENDENT SCHOOL DISTRICT (DISD).

1. RECITALS

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

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

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

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

2. TERM; TERMINATION

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

2.02. Either Party may terminate this Agreement:

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

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

3. EDUCATIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

4. INSTRUCTIONAL PERSONNEL

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

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

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

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

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

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

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

5. ON-SITE ADMINISTRATOR

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

5.02. The on-site administrators shall:

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

6. RECORD KEEPING; DATA CONFIDENTIALITY

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

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

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

7. FUNDING AND REIMBURSEMENT PROCEDURES

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

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

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

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

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

(4) the total amount due from the Board.

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

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

8. NOTICE

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

to the Board at:

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

to DISD at:

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

9. INDEPENDENT RELATIONSHIP

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

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

10. ENTIRETY OF AGREEMENT AND MODIFICATION

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

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

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

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

12. MISCELLANEOUS

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

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

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

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

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

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

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

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

GALVESTON COUNTY JUVENILE PROBATION BOARD

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

By: _____
Corey Magliolo, President, Board of Trustees

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: Coastal Alternative Program (CAP) MOU for 2025-2026

Agenda Item: Robert Cobb

Background Information:

A copy of the CAP MOU for 2025-2026 is attached for your review. There are no changes for this school year.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the CAP MOU for 2025-2026.

Action Item: Yes No

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

20254-20265
School Year

FUNDING PARAMETERS

FUNDING:

For the ~~2023-2024~~ 2025-2026 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for discretionary expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

“Discretionary” expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County. Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These “discretionary” students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For the ~~20253-20263~~ school year, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

1. Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.

2. Each District shall pay its projected annual fixed costs in advance, with the balance of projected/actual costs to be as noted below in paragraph 3.c. Total expense to each District for the annual operation of the program will be based on:
 - a. Estimate of total operating cost of the program as approved in the annual budget.
 - b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1, 202~~5~~3. Calculations on percentage of District ADA will be from the June 202~~5~~3 PEIMS report for fixed costs.
 - c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the ~~2023-2024-2025-2026~~ school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 202~~5~~3 PEIMS report.
 - d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement).
 - e. Friendswood ISD will be a limited participant with one slot available. A daily rate of \$46 will be charged. This amount will be charged for each day the student is enrolled (present or absent). If additional slots are needed by FISD, a decision will need to be made by the governing board of the participating districts.
3. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.
4. All instructional materials will be selected and ordered by the Fiscal Agent.
5. For the ~~2023-2024-2025-2026~~ school year the CAP will be physically located in Santa Fe ISD, at the Tax Office site on 13302 Hwy. 6, Santa Fe, TX. Expenses reimbursed to Santa Fe ISD will include pro-rata share of utility consumption on a square foot pro-rata basis, food service expense per student, custodial services and other related services required for the

day-to-day operation of the program. As fiscal agent, Dickinson ISD will also reimburse Santa Fe ISD \$.50 cents per square foot of used space per month for 10 months for use of the facility (rent), and for reasonable costs related to required renovations needed at the SFISD location for the CAP program.

6. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

**County of Galveston
State of Texas**

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM**

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston and the participating school districts are “local governments” and public education in the context contemplated herein is a “governmental function and service” as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas; and,

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

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a “disciplinary alternative education program” with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the Juvenile Justice Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned “secondary student” status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff’s office.

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

I. OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties.

II. GOVERNANCE

- 2.1 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the site of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).
- 2.2 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 2.3 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval; shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.
- 2.4 The Governing Board of the CAP shall include:
- * Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.
 - * Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.
 - * Members: (each with one vote) – School district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.
- 2.5 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.
- 2.6 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III. FINANCIAL OBLIGATIONS

- 3.1 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement.
- 3.2 Funds, which must follow a placed student, include those under TEC Section 37.008(g).
- 3.3 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings).
- 3.4 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV. BUDGETING

- 4.1 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the ~~2023-2024-2025-2026~~ school year. Such budget shall consider, without limitation,
- a. Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD
 - b. No fewer than four full time classroom teachers as necessary and advisable for the program
 - c. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1
 - d. Salaries for teachers/substitutes, etc.
 - e. Salaries for paraprofessional support functions
 - f. Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary
 - g. Appropriately approved counseling services, social services, behavior coach services, etc.
 - h. Educational supplies
 - i. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)
 - j. Equipment as required for educational services
 - k. Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid. In the event of expenditure in excess of the budget due to unanticipated needs, the Fiscal Agent may

recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program.

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

Discretionary expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. Students who are not attending shall be withdrawn from CAP by the CAP Principal for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINSTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Santa Fe ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Santa Fe ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Santa Fe ISD or any other District.

VIII. LIABILITY/TERM

8.1 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

8.2 The term of this Agreement shall be for the ~~2023-2024~~ 2025-2026 school year.

- 8.3 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program and/or which result, in whole or part, from operation of the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year.

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

- 9.1 The daily administration of all aspects of the CAP including the Code of Conduct will be conducted by the Fiscal Agent under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.
- 9.2 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, may be assigned to the Galveston County JJAEP program at the expense of the sending district, as outlined in the Galveston County Juvenile Justice Alternative Education Program Memorandum of Understanding.
- 9.3 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a participating Galveston County school district is eligible to attend, if also qualified as in 9.02 above.
- 9.4 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement):
1. Students expelled under TEC section 37.0081 (a); provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days.

2. Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled the last two weeks of CAP's Spring semester.
- 9.5
1. The Parties agree to comply with the following admission procedures:
 - a. The sending District shall notify the CAP Principal of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the CAP Principal, a copy of the order of expulsion.
 - b. An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
 - c. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081.
 - d. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04.
 - e. A **discretionary** expelled student may attend the CAP providing space is available.
 - f. Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration:
 - 1) Parent contact information;
 - 2) Expulsion letter signed by a district official authorized to expel students
 - 3) Copy of student's Birth certificate;
 - 4) Copy of student's social security card or assigned student PEIMS number
 - 5) Student attendance records;
 - 6) Students disciplinary records;
 - 7) Transfer grades for each class;
 - 8) State Assessment summary sheets;

- 9) Current year grade reports (including progress reports, report cards, etc.)
 - 10) Current School transcript;
 - 11) High School graduation plan;
 - 12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL;
 - 13) Completed form "Notification to CAP"
 - 14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
 - 15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts.
2. The sending district shall assign the student to a period of 75 or 85 days (special exception only with mutual agreement of sending District and the CAP Principal prior to issuance of the expulsion order). A CAP evaluation rubric shall allow for release prior to completion of 75 or 85 days, but most students may complete a minimum of 60% of the placement (excepting capacity concerns/problems).
- a. CAP will operate on the Santa Fe ISD school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's Fall and Spring semester. Completed expulsion packets must be received three weeks prior to the end of CAP's Fall and Spring semester. Expulsion packets received during the last two weeks of the Fall and Spring semester will be processed for the following semester.
 - b. Students must attend orientation and begin attending CAP three weeks prior to the end of the Spring semester. The educational services for any student with an expulsion not enrolled three weeks prior to the end of the semester shall remain the responsibility of the sending district until the start of the next school year. Those students shall be housed at their district's DAEP the remainder of the year. The days at the DAEP will count towards the expulsion days.
 - c. Students expelled prior to the week of state testing and during the week of state testing must test with the sending district.
 - d. Testing holds are as follows:
 - Fall: December STAAR EOC retesting
 - Packets must be received one week prior to December retesting and students enrolled by Wednesday prior to testing.
 - Spring: STAAR/EOC testing
 - Packets must be received one week prior to Spring testing and

- students enrolled by the Wednesday prior to testing.
- Students expelled during the TELPAS testing window must be completed with testing prior to CAP placement.
3. Prior to the completion of the student's placement in the CAP, the CAP Principal will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.
 4. The CAP Principal will conduct an intake conference with the student and a parent or guardian to review all the CAP requirements and answer any questions during the intake process.
 5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. Student are not permitted to drive and park vehicles on site, therefore district provided/approved transportation is required. Daily attendance of expelled students assigned to CAP is required.
 6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.
- 9.6 In the event the CAP Principal believes the CAP is unable to meet the needs of an expelled student, the CAP Principal may initiate the appeals process.
1. If a special education student is involved, the CAP Principal shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services.
 2. For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the CAP Principal, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.
- 9.7 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD.

Based on the Texas Education Code, each District has developed its own criteria for discretionary expulsions which are accepted for purposes of this Agreement.

Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may result in placement at the CAP.

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP Principal. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open.

- 9.8 CAP Principal and staff shall regularly review the student's academic progress. Regularly scheduled progress reports and grade reports will be forwarded to parents. In the case of a high school student, the CAP Principal, with the student's parent or guardian, and home district, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP Principal and the student's sending campus as outlined by the TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District.

- 9.9 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.
- 9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.
- 9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain or exit the CAP setting once the student has completed their assigned days of placement because of the following reasons: sending district's holiday calendar varies from CAP calendar, state assessment calendar, completion of the semester, and completion of graduation requirements per sending district's requirements.
- 9.12 Placement of students with disabilities who receive special education services:

1. The placement of a student with a disability who receives special education

services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.

2. Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.
3. A student with a disability who receives special services may not be placed in CAP solely for educational purposes.
4. The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the principal of the CAP with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.
5. CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.
6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the SFISD calendar, and will monitor progress of IEP goals every nine weeks.
7. If, after placement in the CAP, a teacher of the program or the CAP Principal has concerns that the student's educational or behavioral needs cannot be met in the CAP, the CAP Principal shall immediately provide written notice of those concerns to the sending District. (See section 9.06).

9.13 Placement of a student with a Section 504 Accommodation Plan.

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.
2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP Principal prior to scheduling an orientation for the student.

- 9.14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d).following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.

- 9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.

- 9.16 This Agreement is effective August 1, 202~~53~~ through August 31, 202~~64~~. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 202~~54~~. In the absence of a revision this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the _____ day of _____, 202~~53~~; the County of Galveston by action of Commissioners' Court on the ___ day of _____, 202~~53~~ and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 202~~53~~.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____
Mark Henry, County Judge

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

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: One Year Extension to School Liaison Contract

Agenda Item: Robert Cobb

Background Information:

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and the Dickinson Independent School District (“DISD”), providing law enforcement services to DISD. This amendment will serve as a one-year extension to the current contract from July 29, 2025 and shall end, unless extended, on July 28, 2026 at midnight. This amendment does not change or alter any terms of the Agreement.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of these amendment to our current Interlocal agreement.

Action Item: √ Yes No

State of Texas

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County of Galveston

Interlocal Governmental Agreement for School Resource Officer Program

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2025, by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas (the "County"), and **DICKINSON INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (the "District"). The County and the District may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are authorized to enter into this Agreement according to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, the District desires to enhance the safety and security of its campuses and school-related activities; and

WHEREAS, the County is willing to provide law enforcement services through its Deputy Sheriffs to assist the District in fulfilling its safety and security objectives.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Scope of Services

- 1.1. The County shall provide routine law enforcement activities to be performed primarily on the campuses and periphery of the District's campuses, including up to 1000 feet beyond the real property lines, by Galveston County Deputy Sheriffs (hereinafter referred to as "Officers").
- 1.2. The County and the District shall agree on a total of assigned officers to perform the services described herein, designated in Exhibit B. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.
- 1.3. During the hours assigned to perform law enforcement services for the District under this Agreement, all Officers shall perform their duties solely for the benefit of the District and shall not engage in work for any other entity or person.
- 1.4. Should the Sheriff or his designee temporarily redeploy an Officer from the District, the District shall not be obligated to pay for any time during which an Officer is redeployed.

2. Command and Direction

- 2.1. Officers shall work under the direct command of the Supervising Resource Officer and the general direction of District officials, with all directives communicated through the Supervising Resource Officer unless impractical.
- 2.2. The District officials authorized to provide general direction and assignment include the Superintendent and the Principal of each school.

3. Overtime Work

- 3.1 Officers shall not be requested or required to work overtime at the District's expense, except under the following limited circumstances:
 - a) With prior consultation and approval of the Supervising Resource Officer or the Officer's designated Supervisor for law enforcement activities initiated during the Officer's scheduled workday.
 - b) To make a court-ordered appearance related to District business outside of regularly scheduled duty hours.
 - c) To complete investigations promptly that would otherwise be prejudiced by delay.
 - d) For unforeseen emergencies, including Officers who are "on call".
- 3.2 If unforeseen overtime is required, the Supervising Resource Officer and the Superintendent shall be notified as soon as practicable, and the hours worked shall be minimized.
- 3.3 If the performance of such overtime work results in compensable overtime under the Fair Labor Standards Act (FLSA), the District shall be responsible for the appropriate overtime rates for compensable hours worked.

4. Specific Duties of Officers

The Officers' specific duties shall include, but are not limited to:

- a) Conducting investigations of criminal violations, excluding major criminal violations such as murder or sexual assault occurring on District property or at District-sponsored activities, except at District Extracurricular Activities, on or off District property.

- b) Patrolling the periphery of District campuses to control narcotic/alcohol sale and use, gang-related activities, and other crimes, including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110.
- c) Attending District-sponsored or school-related activities during school hours.
- d) Working with faculty, administration, students, and parents to develop skills to detect the presence and dangers of narcotics and/or alcohol.
- e) Providing security on District campuses for theft prevention, trespassing, and intrusion.
- f) Responding to night and weekend calls for unlawfully entered District buildings.
- g) Reporting open and unlawfully entered District buildings to the prescribed personnel.
- h) Acting as a liaison with public safety authorities on school security matters.
- i) Consult with District Administration on methods to increase security.
- j) Complying with the District's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing outlined in District Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County.
- k) Upholding the laws of the State of Texas and performing duties required of peace officers under Texas law.
- l) Preserving the peace within the Officer's jurisdiction by all lawful means.
- m) Performing such other law enforcement duties as may be agreed upon by the Sheriff and District.
- n) Texas Education Code 37.081(d-2): A school district may not assign or require as duties of a school district peace officer, a school resource officer, or security personnel:
 - (1) routine student discipline or school administrative tasks; or
 - (2) contact with students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.

4.2. School-related activities are defined as activities that are in any way sponsored or officially sanctioned by the District, except Extracurricular Assignments as defined below.

- 4.3. Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively.

5. Extracurricular Assignments

- 5.1 For purposes of this Agreement, the term “Extracurricular Assignments” means law enforcement services provided by law enforcement personnel at District events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement.
- 5.2 **Establishment of Program:** District shall establish and operate its program for the appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit “A”, separate and apart from this Agreement and independent of their employment with the County.
- 5.3 **Voluntary Participation:** To the extent that any Officer performing services under this Agreement voluntarily participates in the District Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose.
- 5.4 **No Requirement to Participate:** No Officer shall be expected to or requested, required, or instructed by any District Official, the Supervising Resource Officer, or any other County employee to participate in the Extracurricular Assignment Program.
- 5.5 **Fair Labor Standards Act Compliance:** The County and District believe that the Extracurricular Assignments Program is subject to the “Special detail work” exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p). However, if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then the District shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period.

6. Assignment of Officers

- 6.1 **Assignment Process:** The Sheriff’s Office shall institute a process by which law enforcement officers may be
 - a) considered for immediate assignment to the District or
 - b) placed on a list of potential law enforcement officers who would be eligible for assignment to the District so that vacancies might be filled promptly.

- 6.2 **Objection to Appointment:** The District may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with the District, then the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. However, the final determination of appointment shall lie with the Sheriff.
- 6.3 **Eligibility List:** Assignment to the eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the list will be assigned to a District position. Generally, law enforcement officers whose names are on the list will be appointed to serve in District assignments unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to:
- a) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate for such an assignment;
 - b) in the opinion of the Sheriff, another law enforcement officer is determined to be more suitable for assignment;
 - c) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or
 - d) the number of officers on the eligibility list exceeds the number of available positions with the District according to this Agreement.

7. Removal of Officers

- 7.1 The District may request the removal of any Officer assigned to one of its campuses through the following means:
- a) **Performance or Employment Related Concerns:** If an assigned Officer is no longer agreeable to the District due to performance or other employment-related concerns, the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the concerns. If the Sheriff agrees there are performance or other employment-related issues, he will counsel with the Officer and attempt to address those issues within seven days. If the Officer's performance or other employment-related concerns are not corrected to the satisfaction of the District, the Superintendent will again express the reasons for his/her concern. The Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

- b) **Allegations of Serious Misconduct:** In the event an allegation of serious misconduct has been made against an Officer, the Superintendent shall notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned under this Agreement pending the Sheriff's Office internal investigation into the allegation.
- 7.2 Within seventy-two (72) hours after any removal, the County shall provide the District with a replacement Officer. If the replacement Officer is not agreeable to the District, the Superintendent shall notify the Sheriff in writing, specifying the reasons for disapproval. The Parties shall meet to discuss the reasons in an attempt to reach a consensus.
- 7.3 If the Sheriff concludes after the internal investigation that the allegations of misconduct are untrue, he shall present his findings to the Superintendent, who shall consider whether the Officer may return to the District. If the Superintendent determines that the Officer shall not return, he/she shall notify the Sheriff in writing, stating the reasons for this determination. The Parties shall meet to discuss the reasons in an attempt to reach consensus, but the ultimate decision regarding the Officer's reassignment shall remain with the Sheriff.
- 7.4 The Sheriff shall notify the Superintendent in writing if any Officer assigned to the District is placed under investigation by the Sheriff's Office or any other law enforcement agency.

8. Substitution of Officers

- 8.1 The Sheriff may make personnel changes and is not obligated to furnish any particular Officer. Officers considered for substitution shall go through the Assignment of Officers process described herein.
- 8.2 In the event a regularly assigned Officer is expected to take extended leave (excluding Permissible Leave as defined below), the Sheriff shall notify the Superintendent of the leave and its anticipated duration. The Sheriff shall make reasonable efforts to assign a suitable substitute Officer. If a substitution cannot be made, the Sheriff shall notify the Superintendent. The District shall not be responsible for payment of leave time exceeding the periods defined as Permissible Leave.

9. Employment Status

- 9.1 Officers assigned under this Agreement shall remain employees of the County and shall be entitled to benefits afforded regular County employees. Such entitlement shall not affect the payment consideration by the District under this Agreement.
- 9.2 No Officer shall maintain an employment relationship with the District while assigned by the County under this Agreement.

10. Personnel and Time Records

- 10.1 Personnel records for all Officers assigned under this Agreement shall be maintained by the County through the Sheriff's Office.
- 10.2 Official time records for all Officers assigned under this Agreement shall be maintained by the County using standard payroll processing methods. These records shall serve as the basis for invoices for services rendered under this Agreement.
- 10.3 Officers shall be paid a bi-weekly salary based on a standard 14-day work period of 86 hours, as defined by the Fair Labor Standards Act. Appropriate deductions for paid and unpaid leave, as well as additions for overtime or other adjustments, shall be made. The County shall provide copies of payroll records showing all exceptions, in either paper or electronic format, along with each invoice sent to the District for payment.
- 10.4 The District may utilize a system to record the hours Officers are present and working at District campuses. This system shall not be considered an official payroll record nor used for billing purposes, but may be used for attendance tracking and validation of invoices.

11. County Resources

- 11.1 Officers assigned under this Agreement shall have reasonable access to the following divisions of the Sheriff's Office to support their policing functions:
 - a) Identification and Criminal Record-Keeping;
 - b) Criminal Investigations;
 - c) Training; and
 - d) Communications Division.
- 11.2 The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the Officers' policing functions upon specific request and consultation with the Supervising Resource Officer.
- 11.3 Uniforms, cellular phones, and radio equipment shall be provided to Officers by the Sheriff's Office, and the costs incurred for these items shall be paid by the District in accordance with Exhibit B.

12. District Resources

- 12.1 Access to the District's technology system through desktop computers, laptop computers, or tablet computers.

- 12.2 Reasonable office supplies and workspace necessary for the Officers to perform their duties.
- 12.3 Access to the District's electronic mail system, including the issuance of an electronic mail address to each Officer.
- 12.4 The use of District-owned technology and resources is subject to the following conditions:
- a) All Officers shall comply with the District's policies and procedures regarding the use of District technology and electronic communication, including but not limited to Board Policy DH(LOCAL), CQ(LOCAL), and CQ(Regulation).
 - b) Officers are strictly prohibited from communicating with students via text messaging or any form of social media unless such communication is conducted in the course of bona fide law enforcement activity or school safety

13. Consideration

- 13.1 The District shall compensate the County for the services rendered under this Agreement as mutually agreed upon in writing by the Parties.
- 13.2 The County's fiscal year is October 1 to September 30, and the County adopts a yearly budget effective October 1 of each year. The District shall agree upon the adopted compensation rates for each year, and the Sheriff shall send notice to the District of the adopted compensation to be paid no later than November 1st of each year.
- 13.3 The County shall submit invoices to the District for services provided, and the District shall pay such invoices within thirty (30) days of receipt. Following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall include copies of time records for each Officer according to the Personnel & Time Records section of this Agreement. Said invoice and time records shall be forwarded by the County through its Auditor's Office to the District for payment.
- 13.4 The District shall pay each monthly invoice per Texas Government Code Chapter 2251. In the event a dispute arises between the County and the District concerning a portion of any invoice, the District agrees that only payment of the disputed amount may be retained by the District, and such retention may be withheld only until the disputed matter is resolved. Payment of the resolved disputed balance will also be paid per Texas Government Code Chapter 2251. The parties agree to put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

- 13.5 The District acknowledges that time is of the essence regarding each payment. If the County does not receive the District's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. The District will not be relieved of any payment to County that is due and unpaid as of the date of termination.
- 13.6 The District agrees to pay the County for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement, according to the rates and fees outlined in Exhibit B.
- 13.7 Permissible Leave shall not exceed five (5) consecutive sick leave or workers' compensation leave days per occurrence and a total of 24 days or 192 hours per contract year, per Officer. Paid holidays shall be considered Permissible Leave but shall not count towards the limitations set forth herein.
- 13.8 The District shall pay for the actual hours worked by replacement Officers for any Permissible Leave taken by an Officer in addition to the Permissible Leave hours of the absent Officer.
- 13.9 In the event an Officer works overtime hours, the County shall be reimbursed for the appropriate overtime rate, calculated as an additional one-half of the Officer's total hourly rate, including benefits costs, and certificate pay, as shown in Exhibit B.
- 13.10 The District shall not require any Officer to take Compensatory time in lieu of overtime unless such Compensatory time does not count toward the limitations on Permissible Leave. Compensatory time accruals shall be limited to 160 hours per Officer, and payouts of accrued compensatory time upon separation shall be billable to the District.

14. Leave/In-Service Training

- 14.1 The Officers shall require annual in-service training, which will be provided by the County with costs paid by the District per Exhibit B. The District may require additional in-service training as appropriate, and the District will be responsible for the cost of any such additional training. Hours expended by Officers in attending such training shall be considered hours worked under this Agreement.
- 14.2 Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year, subject to the limitation on Permissible Leave as outlined in Section 12 Consideration above.

15. Vehicles

- 15.1 The District shall provide all required vehicles for each Officer's use during the time they are performing services for the District. The District shall make such vehicles available

to the Officers to the extent the District deems necessary and appropriate for the performance of duties under this Agreement.

- 15.2 All Officers will be permitted to take a vehicle home if within a 20 mile radius from district boundaries. The District will provide all required fuel and maintenance for the vehicles, as well as all emergency equipment required for all marked vehicles.
- 15.3 The District agrees to carry third-party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq.
- 15.4 Any damage to the vehicle caused by the County while being operated that does not involve law enforcement services to the District under this Agreement and is repaired by the District will be reimbursed as a credit to the District. The District will need to submit a copy of the repair invoice to receive the credit, which will be issued as a credit to the school liaison invoice for the District.

16. Supervising Liaison Officer

- 16.1 One of the Officers furnished by the County shall have the rank of Captain and shall be appointed to serve as the Supervising Liaison Officer between the District and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers.
- 16.2 The Supervising Liaison Officer will be shared among the Safe Schools South Division Districts and, as such, will be billed as a shared cost to the Districts.
 - TCISD – Forty-nine and fifty Percent (49.50 %)
 - DISD – Forty-nine and fifty Percent (49.50 %)
 - Odyssey Academy – One Percent (1%)

17. Term and Termination

- 17.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.
- 17.2 In the event of termination, the District shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.
- 17.3 This Agreement may be renewed upon mutual agreement of the Parties.

18. Early Termination

18.1 This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

19. Renewal Period

19.1 This Agreement may be renewed if the District gives notice of its intention to renew within ninety (90) days before the end of this Agreement and the County agrees to the renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

20. Governing Law

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Miscellaneous Provisions

21.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and negotiations.

21.2 **Amendments:** This Agreement may be amended only in writing signed by both Parties.

21.3 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21.4 **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, electronically (e-mail) or sent by certified mail, return receipt requested, to the addresses set forth below:

To County:

Galveston County
Attn: County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550
Mark.henry@co.galveston.tx.us

To District:

Dickinson Independent School District
Attn: Superintendent
2218 FM 517 East
Dickinson, TX 77539
rebecca.brown@dickinsonisd.org

With a Copy to:

Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street

Galveston, TX 77551
Melencio.villarreal@co.galveston.tx.us

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Galveston County Sheriff's Office

Mark Henry, County Judge

Jimmy Fullen, Sheriff

Attest:

Dickinson Independent School District

Dwight D. Sullivan, County Clerk

Dr. Rebecca Brown, Superintendent

Dickinson ISD Board of Trustees

Corey Magliolo, President

Attest:

Veanna Veasey, Secretary

Exhibit A DISD Extracurricular Assignment Program

Purpose

The Program is established to provide law enforcement and security services at DISD events, activities, and programs that occur outside of regular school hours.

Staffing

The Program shall be staffed by licensed law enforcement officers from various law enforcement agencies within Galveston County who apply to be placed on DISD's list of officers willing and available for service in the Program.

Administration

The DISD Assistant Superintendent for Administration shall oversee the administration of the Program and shall ensure its efficient operation.

Notification

The Supervising Resource Officer or his designee shall notify all law enforcement agencies located within DISD's territory of the Program, invite all interested law enforcement personnel to apply for participation, and accept qualified participants in a consistent manner without favoritism toward any particular law enforcement agency.

Voluntary Participation

Participation in the Program shall be strictly voluntary. Officers employed by Galveston County may voluntarily elect to apply for participation in the Program; however, no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Independent Contractor Status

Officers selected to work for the Program, regardless of their police jurisdiction or regular employment, shall be considered independent contractors engaged to fulfill security functions at specified events.

Selection of Officers

The selection of officers to work for the Program shall be made by the Supervising Resource Officer or his designee on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the DISD-approved list of Program officers.

Compensation

Officers who perform services for DISD under the Program shall be compensated at a rate established by DISD.

Tax Responsibilities

All officers participating in the Program shall be responsible for their income tax reporting and payment responsibilities as independent contractors.

Exhibit B – Compensation Schedule

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary grade/step as follows:

Position	Grade/Step	FY 2025 Salary
Deputy Sheriff I	516B	\$58,195.00
Deputy Sheriff II	518B	\$63,345.00
Deputy Sheriff III	520B	\$68,495.00
Deputy Sheriff IV	521	\$71,070.00
Deputy Sheriff V	522	\$73,645.00
Detective/Investigator/Corporal	524	\$83,945.00
Sergeant Sheriff	525	\$89,095.00
Lieutenant Sheriff	527	\$99,395.00
Captain Sheriff	530	\$116,695.00

Number of assigned officers:

Fourteen (14) Officers, to perform the services described herein. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

Hourly Rate for each Officer is calculated by dividing each Officer’s salary by 2236.

The Total Hourly Rate for each Officer is calculated as follows:

$$(\text{Hourly Rate}) \times (1.2128 \text{ [variable benefits]}) + \$5.16 \text{ [fixed benefits]} = \text{Total Hourly Rate}$$

Longevity: \$10 per month per year of service

Monthly certification pay rates are:

Intermediate	Advanced	Master
\$50.00	\$100.00	\$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
\$853.00	\$440.00	\$50.00	\$868.00

Administrative Fee will not exceed 1% of the total monthly bill

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 14, 2025

Item Title: One Year Extension to School Liaison Administrative Assistant

Agenda Item: Robert Cobb

Background Information:

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and the Dickinson Independent School District (“DISD”) for an administrative position to support CCISD, DISD and TCISD. This amendment will serve as a one-year extension to the current contract from July 29, 2025 and shall end, unless extended, on July 28, 2026 at midnight. This amendment does not change or alter any terms of the Agreement.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of these amendment to our current Interlocal agreement.

Action Item: Yes No

State of Texas

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County of Galveston

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**Interlocal Governmental Agreement for Office Support
for the School Resource Officer Programs**

This Interlocal Governmental Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioner’s Court (“County”), the Clear Creek Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees (“CCISD”), the Dickinson Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees (“DISD”), and the Texas City Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees (“TCISD”). Collectively, the County and the Districts may be referred to as the "Parties."

RECITALS

WHEREAS, the Parties acknowledge the necessity for an office support professional who provides comprehensive administrative support (“AA”) to the School Resource Officer Programs for the Districts. The office support professional may include the following: administrative assistant, administrative clerk, and administrative coordinator; and

WHEREAS, the Parties desire to enter into this Agreement to outline the terms and conditions under which the AA shall be employed and the services to be provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. GENERAL DESCRIPTION OF SERVICES

The AA shall be an employee of Galveston County and shall provide routine administrative activities in support of the Galveston County Sheriff’s Office Chief Resource Officer or the Captain in charge of the school resource programs. Office space and necessary equipment, including a phone, computer, copying equipment, and other miscellaneous office supplies, shall be provided by CCISD.

The AA shall work a total of 2080 hours during each twelve (12) month period, inclusive of permissible leave as described in this Agreement. During the hours assigned under this Agreement, the AA shall perform duties solely for the benefit of the Districts and shall not work for any other entity or person. Should the Sheriff or his designee temporarily redeploy the AA, the Districts shall not be obligated to pay for any time during which the AA is redeployed.

The AA shall work under the direct supervision of the Chief Resource Officer.

The AA shall not be requested, suffered, or required to work overtime at the Districts' expense, except under the following limited circumstances:

- a) With prior consultation and approval of the Chief Resource Officer, to assist in the completion of a law enforcement activity initiated during a regularly scheduled workday, which would otherwise be prejudiced by delay; or
- b) In order to make a court-ordered appearance relating to the Districts' business outside of regularly scheduled duty hours.

In the event of unforeseen emergency overtime, the Chief Resource Officer and the Superintendents of the Districts or their designee shall be notified as soon as practicable, and the amount of such hours shall be kept to a minimum necessary to address the emergency. If such overtime work results in compensable overtime under the Fair Labor Standards Act, the Districts shall be responsible for the appropriate overtime rates for the compensable hours worked.

2. SPECIFIC DUTIES

The specific duties and compensation of the AA are outlined in Exhibit A.

3. ASSIGNMENT OF ADMINISTRATIVE ASSISTANT

The Sheriff or Chief Resource Officer shall be solely responsible for selecting the AA and assigning duties. CCISD may object to the proposed appointment of the AA if the individual is not agreeable with CCISD. The Superintendent shall notify the Sheriff in writing of the specific reasons for the objection. The Superintendent and the Sheriff shall meet to discuss the reasons for the objection in an attempt to reach a consensus, with the final determination of appointment lying with the Sheriff.

4. REMOVAL OF ADMINISTRATIVE ASSISTANT

CCISD may request the removal of the AA under the following conditions:

A. Performance-Related Concerns

1. If the AA is no longer agreeable to CCISD due to employment-related concerns, the CCISD Superintendent shall notify the Sheriff in writing, detailing the specific reasons for the concerns.
2. Upon receipt of such notice, the Sheriff shall review the concerns and, if deemed appropriate, counsel the AA to address the issues within seven (7) days.

3. If the performance-related issues are not resolved to CCISD's satisfaction, the Superintendent shall again express the reasons for concern, and the Superintendent and Sheriff shall meet to discuss and attempt to reach a consensus.

B. Allegations of Serious Misconduct

1. In the event of serious misconduct allegations against the AA, the Superintendent shall notify the Sheriff in writing.
2. Upon request by the Superintendent, the AA shall be temporarily removed or reassigned from CCISD duties pending the outcome of an internal investigation by the Sheriff's Office.
3. The County shall provide a replacement AA as soon as practicable. If the replacement is not agreeable to CCISD, the Superintendent shall notify the Sheriff in writing of the specific reasons for disapproval, and the parties shall meet to discuss.

C. Investigation Outcome

1. If the Sheriff concludes that the allegations of misconduct are untrue, the findings shall be presented to the Superintendent.
2. The Superintendent shall consider whether the AA may return to CCISD. If the Superintendent determines that the AA should not return, the Superintendent shall notify the Sheriff in writing, stating the reasons for this determination.
3. The Sheriff shall notify the CCISD Superintendent in writing if, as, and when the AA assigned to a CCISD facility has been placed under investigation by the Sheriff's Office or any other law enforcement agency's investigation known to the Sheriff, for any reason.

5. Substitution of Administrative Assistant

- a. The Sheriff may make personnel changes and is not obligated to maintain the same employee throughout the term of this Agreement. Any substitution must follow the Assignment process detailed above.
- b. If the AA is expected to be on extended leave (other than Permissible Leave), the Sheriff shall notify the Superintendent of the leave and its anticipated duration. The Sheriff shall make reasonable efforts to assign a suitable substitute.
- c. The Districts shall not be responsible for payment of leave time exceeding the periods defined as Permissible Leave.

6. Employee Status and Records

- a. The AA shall remain an employee of the County, entitled to benefits as provided to regular County employees. This entitlement shall not affect the financial consideration under this Agreement.
- b. Personnel records for the AA shall be maintained by the County through the Sheriff's Office and/or the Galveston County Human Resources Department.
- c. Official time records shall be maintained by the County through the Sheriff's office and shall serve as the basis for invoicing the Districts.
- d. County shall provide copies of payroll records in either paper or, if required by the Districts, electronic format, along with each invoice forwarded to the Districts.

7. County Resources

The County shall provide the AA with reasonable access to the following divisions of the Sheriff's Office to support the AA's duties, if necessary:

- a. Identification and Criminal Record-Keeping;
- b. Criminal Investigations;
- c. Training; and
- d. Communications Division (including telephone and radio communications).

The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the AA's duties. Any decision to provide such services shall be made only upon specific, case-by-case consultation and request from the Chief Liaison Officer.

8. CCISD Resources

To assist the AA in performing its duties under this Agreement, CCISD agrees to provide access to its technology system, including desktop, laptop, or tablet computers, land-based telephone, and other reasonable office supplies and workspace. CCISD will also provide access to the district's electronic mail system and issue the AA a CCISD electronic mail address. All CCISD policies and procedures related to the use of district technology and electronic communication shall apply to the AA's use of CCISD-owned technology.

These policies include prohibitions against communicating with CCISD students via text messaging or any form of social media unless such communication is in the course of bona fide law enforcement activity.

9. Consideration

Districts agrees to pay the County for actual hours worked by the AA according to the compensation schedule, as well as for permissible leave hours during the term of this Agreement. The AA shall be compensated under the County of Galveston Salary as approved by the Commissioners' Court of Galveston County, attached as Exhibit A.

The Districts shall split the responsibility for payment for the positions in the following amounts:

- CCISD - Fifty Percent (50%)
- TCISD - Twenty-Five Percent (25%)
- DISD - Twenty-Five Percent (25%)

Permissible Leave shall be governed by the County's Leave policies and practices. Such leave shall include any paid leave available under County policy or when the CCISD facility to which the AA is assigned is closed for a paid holiday. Unpaid leave shall be available as required under County policy or federal or state laws.

For each subsequent year of this Agreement, the rate shall be adjusted to account for any change in step or change in the County of Galveston Salary Table. The County shall notify the Districts of any changes in salary no later than October 15th of each year.

In the event the AA works overtime hours, the County shall be reimbursed at the appropriate Total Hourly Overtime Rate.

10. Leave/In-Service Training

a. The AA may require annual in-service training, which will be provided by the County. The Districts may require additional in-service training as appropriate, and the Districts will be responsible for the cost of any such additional training. Hours expended by the AA in attending such training shall be considered hours worked under this Agreement. Additional training required by the Districts will not be considered Permissible Leave and no substitute AA will be required.

b. Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year.

11. Invoices and Payment

The County shall prepare an invoice for services rendered under this Agreement for the previous month, which shall include copies of time records for each AA. The Districts shall pay each monthly invoice per Texas Government Code Chapter 2251.

In the event of a dispute regarding a portion of any invoice, only the disputed amount may be retained until resolved. Payments of resolved disputed balances will also be made per Texas Government Code Chapter 2251.

The Districts acknowledge that time is of the essence regarding each payment. If the County does not receive a District's payment in a timely manner, this Agreement may be terminated at the option of the County.

12. Term and Termination

- a. This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.
- b. In the event of termination, the District shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.
- c. This Agreement may be renewed upon mutual agreement of the Parties.

13. Early Termination

- a. This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

14. Renewal Period

- a. This Agreement may be renewed if the District gives notice of its intention to renew within ninety (90) days before the end of this Agreement and the County agrees to the renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

15. Amendments

This Agreement may only be amended in writing, signed by all Parties.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising out of this Agreement shall be resolved in the courts of Galveston County, Texas.

17. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

To County:

Galveston County
Attn: County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550
Mark.henry@co.galveston.tx.us

To Districts:

Clear Creek Independent School District
Attn: Superintendent
2425 East Main Street
League City, TX 77573
kengle@ccisd.net

With a Copy to:

Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street
Galveston, TX 77551
Melencio.villarreal@co.galveston.tx.us

Dickinson Independent School District
Attn: Superintendent
2218 FM 517 East
Dickinson, TX 77539
rebecca.brown@dickinsonisd.org

Texas City Independent School District
Attn: Superintendent
1700 Ninth Avenue North
Texas City, TX 77590
mduarte@tcisd.org

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Galveston County Sheriff's Office

Mark Henry, County Judge

Jimmy Fullen, Sheriff

Attest:

Dwight D. Sullivan, County Clerk

Clear Creek Board of Trustees

Clear Creek Independent School District

Arturo Sanchez, President

Dr. Karen Engle, Superintendent

Attest:

Jay Cunningham, Secretary

Dickinson ISD Board of Trustees

Dickinson Independent School District

Corey Magliolo, President

Dr. Rebecca Brown, Superintendent

Attest:

Veanna Veasey, Secretary

Texas City Board of Trustees

Texas City Independent School District

Lori Carnes, President

Dr. Melissa Duarte, Superintendent

Attest:

Adriana Lyle, Secretary

EXHIBIT A

Number of assigned office professionals: One (1). Each shall work a total of 2080 hours per year, inclusive of permissible leave.

Position	Grade/Step	FY 2025 Salary
Administrative Coordinator	116	\$53,089.00

Hourly Rate for AA is calculated by dividing individual's salary by 2080.

The Total Hourly Rate for the AA is calculated as follows:

- **(Hourly Rate) x (1.2128 [variable benefits]) + \$5.16 [fixed benefits] = Total Hourly Rate**

Administrative Fee will not exceed 1% of the total monthly bill

Duties and Responsibilities

Performs word processing duties for the preparation of memoranda, letters, departmental procedures, agendas, and other documents.

Processes invoices for payment and is responsible for departmental purchasing records and related documents.

Prepares and gathers budget information for data entry and reports.

Maintains records of expenditures and reconciles accounts.

Performs research on policy, rules and regulations, and historical data.

Maintains the departmental calendars.

Reviews and enters departmental payroll and prepares personnel forms and other necessary related forms or payroll functions.

Prepares and coordinates travel arrangements for conferences and training following policy and procedures.

Answers telephones; provides information and assistance, takes messages or forwards to appropriate personnel; greets and assists visitors.

Performs related work as assigned

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 14, 2025

Item Title: Consent Agenda Items

Agenda Item: Dr. Rebecca Brown, Superintendent

Background Information:

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

- Budget Amendments/Adjustments for June 4, 11, 18, 2025
- New Hires for the Week of June 2, 2025
- Board of Trustees Meeting Dates 2025-2026 Revised
- Out of State Travel-Amy Cmaidalka and Shannon Clark, ASCA
- New Hires for the Week of June 9, 2025
- New Hires for the Week of June 16, 2025
- Texas A&M Agrilife Extension Adjunct Faculty Agreement and Resolution Regarding Extracurricular Status of 4-H Organization
- May 22, 2025 Minutes
- June 4, 2025 Minutes
- Out of State Travel-Kim Rich, Executive Director HR; Nashville, TN
- Donation to DHS c/o 2025
- Campus Fundraising Requests for 2025-2026
- MOU Between BACODA and DISD
- Agreement Between UTMB Galveston and DISD
- MOU Between Gulf Coast Big Brothers & Big Sisters, Inc. and DISD

Recommendation:

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

Action Item: Yes No