Agenda of Regular Action Meeting/Public Hearing for the Adoption of the 2026-2027 Budget and 2026 Tax Rate

The Board of Trustees
Dickinson Independent School District

A Regular Action Meeting/Public Hearing for the Adoption of the 2026-2027 Budget and 2026 Tax Rate of the Board of Trustees of Dickinson Independent School District will be held Monday, August 24, 2026, 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 551.076 Safety
3. Pledge of Allegiance to the American and Texas Flags
   Pledge Leaders Westin Jones and Jacob Barajaz, RLES
4. Invocation
5. Recognitions
    - 5.A. United States Lifesaving Association Regional Competition
    - 5.B. Advanced Academics Summer Bridge Program
6. Public Comment: Agenda Items
7. Open Forum: Non agenda Items
8. Action on Closed Executive Session Items
    - 8.A. Consider Approval of Resignations, Retirements, New Hires
9. Current Safety Audit Cycle ending August 31, 2026
10. Written Reports

10.A. Tax Report for June 2026 and Year to Date

11. Budget Hearing and Citizen Input on the 2026-2027 Budget
12. Adoption of the 2026-2027 Budget
13. Tax Rate Hearing and Citizen Input of Ordinance for Adopting a Tax Rate for 2026 (2026-2027 Budget)
14. Approve Ordinance for Adopting 2026 Tax Rate
15. Final Budget Amendments for the 2025-2026 Budget
16. 2025-2026 DISD Parent and Family Engagement Survey
17. Certification of Compliance with Certain Laws under Texas Education Code 39.008 as enacted by Senate Bill 12 (89th Legislative Session)
18. Board Policy Update
    DGBA(LOCAL) Employee Complaints/Grievances
    FNG(LOCAL) Student and Parent Complaints/Grievances
    GF(LOCAL) Public Complaints/Grievances
19. Board Policy Update
    CFB(LOCAL) Accounting Inventories
20. Resolution House Bill 547 for 2026-2027
21. Resolution to Declare a Good Cause Exemption for House Bill 3
    Armed Security Officer Requirement
22. Coastal Alternative Program MOU 2026-2027
23. Teacher Incentive Allotment
24. 2026-2027 Appraisal Calendar
25. Action Items

    25.A. Sam Vitanza Stadium Safety Rules 2026-2027

    25.B. Consent Agenda Items

    - Budget Amendments/Adjustments for July 22, 30 and August 6, 13, 2026
    - New Hires for the week of July 20, 2026
    - Out of State Travel DHS Band, NYC
    - Out of State Travel DHS Choir, Disney World
    - New Hires for the week of July 27, 2026
    - Campus Fundraising Request-DHS c/o 2028, DHS Girls TF
    - Out of State Travel FNS AmTab Nutrition Leaders Symposium, Chicago
    - July 20, 2026 Minutes
    - New Hires for the Week of August 10, 2026
    - Donations to DHS c/o 2027 and LES
    - Campus Fundraising Requests LES and SLES

26. Adjournment

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on Monday, August 17, 2026 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.



Dr. Rebecca Brown
Superintendent of Schools

DICKINSON INDEPENDENT SCHOOL DISTRICT

EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Executive Session

Agenda Item: President of the Board

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

Time To Executive Session: _____

Time Out of Executive Session: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Recognitions

Background Information:

1. Unites States Lifesaving Association Regional Competition
2. Advanced Academics Summer Bridge Program

DICKINSON INDEPENDENT SCHOOL
DISTRICT BOARD AGENDA ITEM

Meeting Date: August 24, 2026

Item Title: United States Lifesaving Association (USLA) Regional Competition

Agenda Item: Jenna Simsen

Background Information:

Dickinson ISD is proud to recognize **Dion Merchant**, a senior at Dickinson High School and a member of the DHS Swim Team, for his accomplishments in competitive swimming and lifesaving sports.

This summer, Dion represented Galveston Beach Patrol at the **USLA Gulf Coast Regional Competition**, earning **third place in Beach Flags** and helping his team win **first place in the Men's Landline Relay**. His performance also earned him an invitation to compete at the **USLA National Lifeguard Competition in Miami, Florida**.

Dion has been a member of the DHS Swim Team for the past two years and hopes to continue improving his performance and earn the opportunity to swim at the collegiate level on scholarship.

Through challenges and adversity, Dion has continued to demonstrate perseverance, determination, and a commitment to reaching his goals. Dickinson ISD is proud to recognize Dion for his accomplishments and the Gator spirit he represents.

RECOGNIZED

Dion Merchant

DICKINSON INDEPENDENT SCHOOL
DISTRICT BOARD AGENDA ITEM

Meeting Date: August 24, 2026

Item Title: Advanced Academic Summer Bridge Program

Agenda Item: Jenna Simsen

Background Information:

Through Dickinson High School's Advanced Academic programs, incoming ninth-grade students had the opportunity to demonstrate college readiness through the Texas Success Initiative (TSI) assessments and begin earning college credit before starting high school.

At this Board meeting, Dickinson ISD is proud to recognize **32 students who passed all three TSI assessments prior to entering ninth grade**, demonstrating college readiness and eligibility for dual credit coursework.

We are also proud to recognize **41 students who successfully completed EDUC 1300 through College of the Mainland during the Advanced Academic Summer Bridge program**, earning both high school and college credit before beginning their freshman year.

These accomplishments reflect the students' dedication and highlight the early college opportunities available through Dickinson High School's Advanced Academic programs.

RECOGNIZED

Layla Briley
Emmanuel Carbajal
Geraldine Coreno
Diego Davila
Ava Disibio
Finnley Dyson
Jace Fattig
Shyer Ferguson
Logan Gatliff

Isabella Harrison
Victoria Havalda
Shane Holmes
Claire Hudson
Maddox Koehler
Andersen Labbe
Damaris Lopez Castro
Jayleen Marquez Davila
Karter Martin
Tenley McMillian
Jordan Moreno
Caylee Osterman
Margarita Peniche-Galindo
Sydney Pesek
Gavin Pheng
Bianca Ramirez
Avery Richie
Arwen Rodgers
Roman Sa
Kai Sermons
Luciana Sparks
Eli Spencer
Titus Waldrop

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: August 24, 2026

Item Title: Personnel Action
- Employment
- Resignations/Retirement

Agenda Item: Kimberly Rich

- We have eight (8) new hires.

- We have seven (7) resignations: two (2) Teachers at Lobit Elementary, two (2) Teachers at Hughes Road Elementary, one (1) Teacher at McAdams JR High School, and one (1) Teacher at Dickinson JR High School, one (1) Teacher at Dickinson High School.

- We have two (2) retirements: one (1) Teacher at Dickinson High School, and one (1) Teacher at Dickinson Continuation/Dickinson Alternative Learning Center and.

Recommendation:

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

Action Item: __√___Yes _____No

Motion made by _____ seconded by _____ vote _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Current Safety Audit Cycle ending August 31, 2026

Agenda Item: Robert Cobb

Background Information:

The Texas Education Code (TEC) requires districts to complete safety and security audits of their facilities once every three years, in accordance with procedures developed by the Texas School Safety Center (TxSSC) or a person included in the registry established by the TxSSC (§37.108(b)).

Dickinson ISD utilized the K-12 District Facility Safety and Security Audit Checklist provided by the Texas School Safety Center to document the Safety Audit of the district. We also contracted with Region 4 to complete a full safety assessment of Dickinson High School. All of the documents were shared with the District Safety Committee and the Board of Trustees in Executive Session as permitted by state law.

Recommendation:
The Superintendent and Executive Director for Student Support Services recommend the Board of Trustees sign and approve the District Audit Report so it can be submitted to the Texas School Safety Center.

Action Item: __X___ Yes_____ No

Motion made by _____seconded by _____vote_____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Written Reports

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

Background Information:

Written Reports

- Tax Report for June 2026 and Year to Date

Recommendation:

Information only

Action Item: _____Yes _____√_____ No

DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT

Meeting Date: August 3, 2026

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:
The Monthly Tax Collection Report for June 2026 and year to date is attached.

Recommendation:
Information only.

Action Item: _____Yes ____√____ No

Tax Year	Adjusted Taxable Values	Tax Rate	Tax Levy	Current Year Taxes Collected	Current Year % Collected
2025	$6,514,705,847	$1.142	$74,397,941	$71,612,730	96.26%
2024	$6,717,687,426	$1.136	$76,312,929	$74,848,126	98.08%
2023	$6,192,588,390	$1.178	$72,948,691	$71,429,308	97.92%
2022	$6,425,908,920	$1.294	$83,151,261	$81,255,889	97.72%
2021	$5,715,025,955	$1.312	$74,981,141	$73,510,035	98.04%

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

2025 Tax Year	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Totals:	% To Total
Current Year Tax	Pending Billing	$283,661	$3,443,748	$29,805,043	$20,848,770	$14,312,706	$916,201	$837,171	$415,031	$750,399			$71,612,730	
YTD % Collected	0.00%	0.38%	5.01%	45.07%	73.10%	92.33%	93.56%	94.69%	95.25%	96.26%	96.26%	96.26%	96.26%	96.26%
Prior Years Tax	$76,670	$295,000	$71,816	$104,540	-$45,451	$194,532	-$44,394	$134,082	$58,407	$57,618			$902,820	
Subtotal Taxes	$76,670	$578,662	$3,515,564	$29,909,583	$20,803,319	$14,507,237	$871,807	$971,252	$473,437	$808,017	$0	$0	$72,515,550	97.47%
Penalty & Interest	$45,093	$101,800	$19,311	$28,771	$31,480	$132,308	$106,456	$154,845	$71,932	$102,964			$794,960	
Total Taxes & P&I	$121,763	$680,462	$3,534,875	$29,938,354	$20,834,798	$14,639,545	$978,264	$1,126,098	$545,370	$910,981	$0	$0	$73,310,510	98.54%
Attorney Fees	$39,667	$88,844	$14,547	$22,409	$20,689	$52,532	$14,896	$62,658	$19,578	$18,281			$354,099	
Total Collections	$161,429	$769,306	$3,549,422	$29,960,762	$20,855,487	$14,692,077	$993,160	$1,188,755	$564,948	$929,262	$0	$0	$73,664,609	N/A

2024 Tax Year	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Totals:	% To Total
Current Year Tax	Pending Billing	$1,008,961	$4,160,211	$30,273,360	$25,182,086	$10,298,945	$1,020,459	$1,089,228	$543,641	$469,157	$453,478	$348,601	$74,848,126	
YTD % Collected	0.00%	1.32%	6.77%	46.44%	79.44%	92.94%	94.28%	95.70%	96.41%	97.03%	97.62%	98.08%	98.08%	98.08%
Prior Years Tax	$308,143	$42,975	$255,418	$92,092	$93,948	$22,642	$8,352	$61,996	-$48,917	$21,128	$77,918	$42,489	$978,184	
Subtotal Taxes	$308,143	$1,051,936	$4,415,629	$30,365,452	$25,276,034	$10,321,586	$1,028,811	$1,151,224	$494,724	$490,285	$531,397	$391,090	$75,826,310	99.36%
Penalty & Interest	$80,787	$50,584	$36,820	$28,243	$39,685	$81,267	$82,171	$99,039	$53,617	$51,187	$105,858	$56,890	$766,149	
Total Taxes & P&I	$388,930	$1,102,520	$4,452,449	$30,393,695	$25,315,719	$10,402,854	$1,110,981	$1,250,263	$548,341	$541,472	$637,254	$447,981	$76,592,459	100.37%
Attorney Fees	$82,803	$46,296	$30,428	$25,275	$25,696	$19,053	$19,912	$24,641	$18,992	$12,694	$76,489	$50,672	$432,953	
Total Collections	$471,734	$1,148,816	$4,482,877	$30,418,970	$25,341,415	$10,421,907	$1,130,894	$1,274,904	$567,333	$554,167	$713,744	$498,653	$77,025,412	N/A

2023 Tax Year	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Totals:	% To Total
Current Year Tax	Pending Billing	$346,649	$4,201,147	$10,690,333	$43,704,416	$9,237,281	$821,637	$693,793	$417,791	$660,870	$439,143	$216,247	$71,429,308	
YTD % Collected	0.00%	0.48%	6.23%	20.89%	80.80%	93.46%	94.59%	95.54%	96.11%	97.02%	97.62%	97.92%	97.92%	97.92%
Prior Years Tax	$142,604	$124,455	$79,328	$99,097	$117,632	-$317,660	$5,285	$37,637	$36,518	$59,955	$61,384	$24,711	$470,948	
Subtotal Taxes	$142,604	$471,103	$4,280,476	$10,789,431	$43,822,048	$8,919,621	$826,923	$731,429	$454,310	$720,826	$500,527	$240,958	$71,900,255	98.56%
Penalty & Interest	$29,785	$49,310	$33,568	$23,906	$37,414	$65,942	$78,589	$62,681	$61,992	$93,847	$66,719	$54,699	$658,452	
Total Taxes & P&I	$172,390	$520,413	$4,314,043	$10,813,336	$43,859,463	$8,985,563	$905,511	$794,111	$516,302	$814,673	$567,246	$295,657	$72,558,708	99.47%
Attorney Fees	$24,342	$40,901	$19,529	$20,430	$18,526	$26,759	$24,840	$18,574	$15,472	$25,671	$46,337	$44,769	$326,150	
Total Collections	$196,731	$561,314	$4,333,573	$10,833,766	$43,877,989	$9,012,322	$930,351	$812,685	$531,774	$840,344	$613,583	$340,426	$72,884,857	N/A

2022 Tax Year	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Totals:	% To Total
Current Year Tax	Pending Billing	$596,358	$4,347,285	$14,001,873	$45,222,484	$12,213,284	$1,302,975	$728,414	$799,984	$1,089,117	$484,760	$469,356	$81,255,889	
YTD % Collected	0.00%	0.72%	5.95%	22.78%	77.17%	91.86%	93.43%	94.30%	95.26%	96.57%	97.16%	97.72%	97.72%	97.72%
Prior Years Tax	$153,260	$29,557	$47,929	$75,934	$99,395	$100,283	$71,407	$51,012	$21,329	$55,885	$34,958	$39,149	$780,098	
Subtotal Taxes	$153,260	$625,915	$4,395,215	$14,077,806	$45,321,879	$12,313,567	$1,374,382	$779,426	$821,313	$1,145,002	$519,718	$508,505	$82,035,987	98.66%
Penalty & Interest	$38,472	$32,224	$19,037	$19,655	$25,336	$145,626	$101,723	$67,653	$64,845	$70,246	$47,543	$60,367	$692,728	
Total Taxes & P&I	$191,732	$658,140	$4,414,252	$14,097,461	$45,347,215	$12,459,193	$1,476,105	$847,079	$886,158	$1,215,248	$567,260	$568,873	$82,728,715	99.49%
Attorney Fees	$30,498	$24,692	$13,336	$14,523	$20,326	$16,952	$25,855	$11,129	$12,193	$19,202	$36,317	$56,533	$281,555	
Total Collections	$222,229	$682,832	$4,427,588	$14,111,984	$45,367,541	$12,476,145	$1,501,960	$858,208	$898,350	$1,234,450	$603,577	$625,406	$83,010,271	N/A

2021 Tax Year	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Totals:	% To Total
Current Year Tax	Pending Billing	$1,088,340	$3,747,145	$31,980,110	$22,328,154	$10,529,093	$939,131	$675,619	$544,593	$936,072	$399,801	$341,977	$73,510,035	
YTD % Collected	0.00%	1.45%	6.45%	49.10%	78.88%	92.92%	94.17%	95.07%	95.80%	97.05%	97.58%	98.04%	98.04%	98.04%
Prior Years Tax	$62,609	$122,577	$73,266	$68,898	-$73,715	$36,019	-$162,238	$69,695	$54,029	$80,337	$23,741	$116,144	$471,363	
Subtotal Taxes	$62,609	$1,210,917	$3,820,410	$32,049,008	$22,254,439	$10,565,113	$776,893	$745,315	$598,622	$1,016,409	$423,542	$458,121	$73,981,398	98.67%
Penalty & Interest	$35,037	$47,711	$23,970	$21,093	$30,931	$99,484	$102,498	$80,760	$63,253	$83,954	$45,385	$57,409	$691,483	
Total Taxes & P&I	$97,645	$1,258,628	$3,844,380	$32,070,101	$22,285,370	$10,664,596	$879,391	$826,074	$661,875	$1,100,363	$468,927	$515,530	$74,672,881	99.59%
Attorney Fees	$18,740	$40,603	$19,699	$12,771	$22,513	$18,718	$20,894	$19,397	$18,459	$16,588	$36,275	$50,519	$295,177	
Total Collections	$116,385	$1,299,231	$3,864,080	$32,082,872	$22,307,883	$10,683,314	$900,285	$845,471	$680,334	$1,116,952	$505,202	$566,049	$74,968,058	N/A

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Budget Hearing and Citizens Input on 2026-2027 Budget

Agenda Item: Dr. Rebecca Brown

Background Information:
The Administration will present the proposed 2026-2027 budget.

The Board will hear from those in the audience who have signed the roster to address the board regarding the 2026-2027 proposed budget this evening. The sign-in sheet for participation by patrons is provided at the board room entrance. The Board President or Secretary will ask the individuals to speak in the order in which they signed. Each will be limited to no more than three minutes.

50-280 (Rev. 01-26/8)

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

Dickinson Independent School Distrtict will hold a public
(name of school district)

meeting at 6:30, August 24, 2026 at ESC, Board Room 2218 Fm 517
(time, date, year) *(name of room, building, physical location)*

in Dickinson, TX. 77568. **This meeting is to discuss**
(city, state)

the school district's budget that will determine the tax rate the school district will adopt.

The school district invites public participation in the discussion.

The tax rate the school district ultimately adopts at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax $.71/$100 (proposed rate for maintenance and operations)

School Debt Service Tax Approved by Local Voters $.42/$100 (proposed rate to pay bonded indebtedness)

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

Maintenance and operations	4.21	% increase	or	% (decrease)
Debt service	3.74	% increase	or	% (decrease)
Total expenditures	4.12	% increase	or	% (decrease)

Total Appraised Value and Total Taxable Value (as calculated under Tax Code Section 26.04)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	$ 11,560,247,531	$ 12,205,462,407
Total appraised value* of new property**	$ 480,405,643	$ 281,461,488
Total taxable value*** of all property	$ 6,974,448,951	$ 7,289,567,477
Total taxable value*** of new property**	$ 369,375,628	$ 236,860,599

* Appraised value is the amount shown on the appraisal roll and defined by Tax Code Section 1.04(8).
** New property is defined by Tax Code Section 26.012(17).
*** Taxable value is defined by Tax Code Section 1.04(10).

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* $ 421,230,000

* Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	Maintenance and Operations	Interest and Sinking Fund*	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	$ .7220	$ .4200 *	$ 1.1420	$ 6,428	$ 7,064
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	$ .7948	$ .4321 *	$ 1.2269	$ 7,169	$ 6,863
Proposed Rate	$ .7100	$ .4200 *	$ 1.1300	$ 6,767	$ 6,933

* The interest and sinking fund tax revenue is used to pay for bonded indebtedness on construction, equipment or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	Last Year	This Year
Average Market Value of Residences	$ 314,985	$ 309,444
Average Taxable Value of Residences	$ 156,722	$ 158,727
Last Year's Rate Versus Proposed Rate per $100 Value	$ 1.1420	$ 1.1300
Taxes Due on Average Residence	$ 1,789.76	$ 1,793.61
Increase (Decrease) in Taxes		$ 3.85

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person age 65 or older or their surviving spouse, if the surviving spouse was age 55 or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is 1.1627 *(school voter-approval rate)*. **This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of** 1.1627 *(school voter-approval rate)*.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

Maintenance and Operations Fund Balance(s)	$ 27,000,000
Interest and Sinking Fund Balance(s)	$ 17,000,000

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Adoption of the 2026-2027 Budget

Agenda Item: Ryan Boone

Background Information:

- Administration has presented the proposed budget for the 2026-2027 school year.
- The Board of Trustees have had an opportunity to hear and consider public input.
- After discussion of the presentation and citizen input, action is requested to approve the 2026-2027 budget.

Recommendation:
The Superintendent, Chief for Business and Operations, Executive Director of Business Operations and Executive Director of Payroll recommend approval of the 2026-2027 budget as presented.

Action Item: __X__ Yes_____ No

Motion made by _____seconded by _____vote_____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Tax Rate Hearing and Citizens Input on Ordinance for Adopting a Tax Rate for 2026 (2026-2027 Budget)

Agenda Item: Dr. Rebecca Brown

Background Information:
The Administration will present information regarding the proposed tax rate.

The Board will hear from those in the audience who have signed the roster to address the board regarding the 2026-2027 Ordinance for Adopting a Tax Rate for 2026 this evening. The sign-in sheet for participation by patrons is provided at the board room entrance. The Board President or Secretary will ask the individuals to speak in the order in which they signed. Each will be limited to no more than three minutes.

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Approve Resolution for Adopting 2026 Tax Rate

Agenda Item: Ryan Boone

Background Information:
Attached is the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate and it was published in the Galveston County Newspaper. See attached notice.

An Ordinance for Adopting the 2026 Tax Rate is attached. The 2026 Tax Rate will be as follows:

M&O Tax Rate	**$0.71/$100**
I&S Tax Rate	**$0.42/$100**
Total Tax Rate	**$1.13/$100**

Recommendation:
The Superintendent and Deputy Superintendent for Business and Operations recommend approval of the 2026 M&O tax rate of $.71 and I&S tax rate of $.42 for a total tax rate of $1.13.

Action Item: __X___ Yes_____ No

Motion made by _____seconded by_____vote_____

Resolution of the Board to Set Tax Rate

Date: August 24, 2026

On this date, we, the Board of Trustees of the Dickinson School District, hereby levy or set the tax rate on $100 valuation for the district for the tax year 2026-2027 at a total tax rate of $1.13, to be assessed and collected by the duly specified assessor and collector as follows:

$.71 for the purpose of maintenance and operations, and

$.42 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the district.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY -1.06 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A 100,000 HOME BY APPROXIMATELY -$10.60

Adopted this 24th day of August, 2026, by the Board of Trustees.

_____

President's signature

_____

Secretary's signature

TAXPAYER IMPACT STATEMENT

Year	Average Home Taxable Value	Tax Rate	Taxes
2026	$100,000	$1.13	$1,130.00
	$200,000	$1.13	$2,260.00
	$300,000	$1.13	$3,390.00

This statement complies with section 551.043(c)(2)

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Final Budget Amendments for the 2025-2026 Budget

Agenda Item: Ryan Boone/Kelly Logsdon/Leslie Hudson

Background Information:
At the time of the agenda preparation, administration was finalizing amendments to the current fiscal year budget for 2025-2026. A list of amendments will be distributed at the meeting for the Board's consideration and approval.

Recommendation:
The Superintendent, Chief for Business and Operations, Executive Director of Business Services and Executive Director of Payroll recommend approving the final budget amendments for the 2025-2026 fiscal year.

Action Item: __x__ Yes_____ No

Motion made by _____seconded by _____vote_____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: 25-26 Dickinson ISD Parent and Family Engagement Survey

Agenda Item: Lindsey Suarez

Background Information:
The 25-26 Dickinson ISD Parent Engagement Survey is attached for your review.

Recommendation:
Information only

Action Item: _____Yes ___√___ No

2025-2026 Parent Engagement Survey

Survey Strengths:

Survey results indicate strong parent satisfaction with the district's school climate and family engagement efforts. Ninety percent of parents strongly agreed or agreed that they feel welcome when entering their child's school. Additionally, 82% of parents reported being aware of family engagement activities and felt those activities were both fun and informative. Eighty-three percent of parents agreed that teachers and school staff are approachable and that communication through calls, emails, or notes is answered promptly. Furthermore, 87% of parents indicated they feel knowledgeable about the school's expectations for their child, reflecting strong communication and partnership between schools and families.

Survey Weaknesses:

Survey responses indicate that while most parents feel informed about their child's education, there are opportunities to strengthen family engagement and communication. Approximately 28% of parents reported that their child's teacher does not communicate regularly about academic progress. Additionally, 24% of parents expressed a desire for more family workshops, informational events, and parenting resources. Parents also indicated a need for increased opportunities to provide input, with 38% reporting that schools do not ask for feedback regarding desired workshops and events. Furthermore, 48% of parents stated they do not feel involved in school decision-making processes, highlighting an opportunity to strengthen parent voice and engagement across campuses.

Parent open-ended response summaries:

1. *What are the strengths at the campus your student(s) attend?*

   Families identified numerous strengths across the district, including strong academic performance, caring and capable teachers, and supportive learning environments where students feel valued and successful. Parents also highlighted safe, organized, and welcoming campuses, strong communication with families, and positive relationships between staff, students, and families. Additional strengths included a focus on student well-being, discipline, values and empathy, extracurricular opportunities, academic support programs, and Spanish communication support that helps meet the needs of families across the district.

2. *What are the overall strengths of Dickinson ISD?*

   Parents identified many district strengths, including high academic standards, dedicated and caring teachers and staff, and safe, supportive school environments where students feel valued and appreciated. Families also highlighted strong communication, positive relationships, organized and welcoming campuses, and a school culture built on respect, inclusion, empathy, and student well-being. Additional strengths included academic support opportunities, extracurricular and sports programs, bilingual communication efforts, and an overall positive district climate that promotes student success, unity, and community support.

3. What areas would you like to see improve at the campus your student(s) attend?

- **Family Engagement and Communication:** Parents expressed a desire for increased communication and stronger family engagement opportunities across the district. Families indicated they would like more regular communication regarding student academic progress, additional family workshops and informational events, and increased access to parenting resources. Survey responses also highlighted the need for more opportunities for parent input and involvement in school decision-making processes. Additionally, parents expressed appreciation for bilingual communication efforts and suggested increasing the number of Spanish-speaking staff in main offices to further improve accessibility and communication with families.

- **Security:** Families identified several opportunities to strengthen campus safety and security procedures. Suggestions included improving traffic flow and student safety during arrival and dismissal times, increasing police presence or traffic supervision during pick-up and drop-off, enhancing campus security measures, and improving narrow parent pick-up and drop-off areas around campuses.

- **Social Emotional Learning:** Parents expressed the importance of continuing to support students' social and emotional well-being. Families would like to see increased attention to students' psychological, emotional, and mental health needs, expanded opportunities for teaching values, empathy, and character development, and continued efforts to strengthen anti-bullying awareness and prevention initiatives.

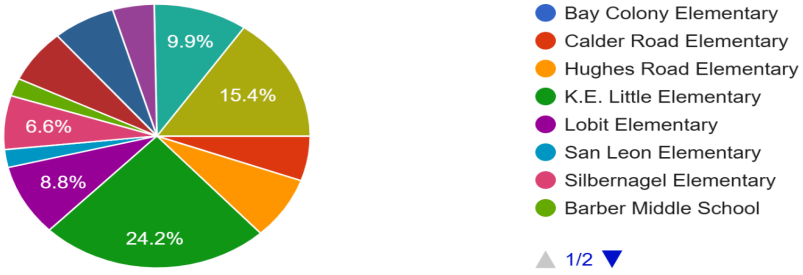
- **Academic Rigor:** Families expressed interest in increasing academic rigor by providing additional homework and academic practice opportunities at home. Parents also supported continued expansion of academic support opportunities and rigorous learning experiences to further challenge students and promote academic growth.

- **Student Behavior:** Parents emphasized the importance of continuing to strengthen student behavior expectations and promoting positive student interactions across campuses. Families also highlighted the need for maintaining consistent discipline practices and reinforcing respectful behavior throughout the district.

2025-2026 District Parent Survey

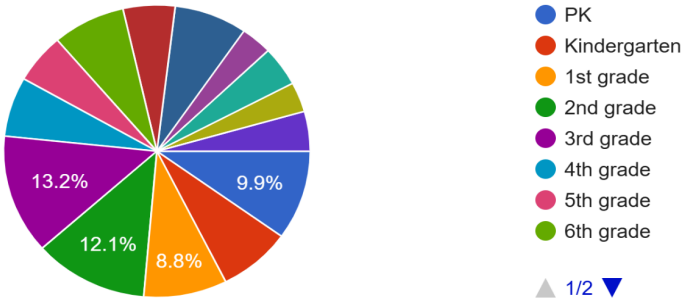
Choose your child's school. (If you have more than one child in DISD, please complete a survey for each school, so each school has accurate feedback... que cada escuela tenga comentarios precisos.)

91 responses



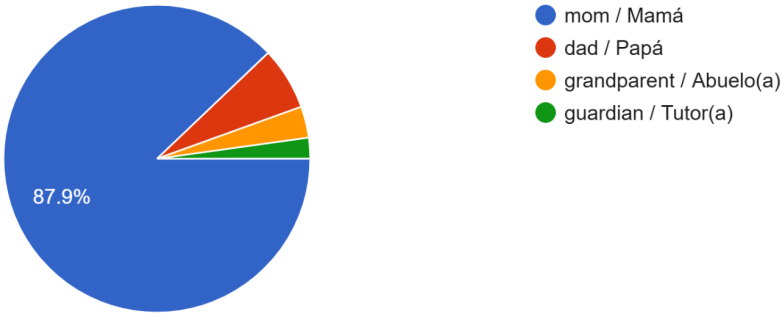
Child's grade / Grado del estudiante

91 responses



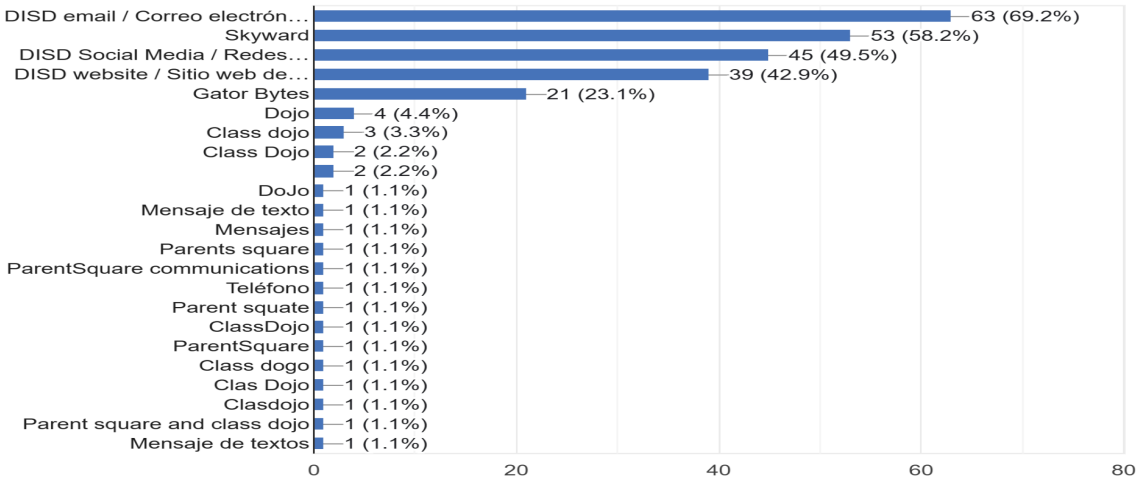
Who is responding to the survey? / Quién está respondiendo la encuesta?

91 responses



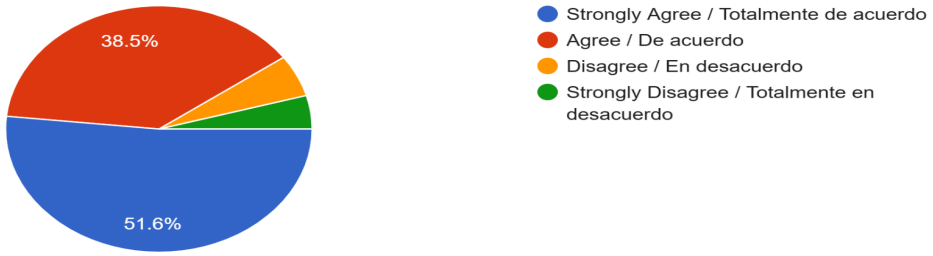
Which means of campus/district communication do you access regularly? (check all that apply) / ¿Qué medios de comunicación del campus/distrito...e? (marque todas las opciones que correspondan)

91 responses



I feel welcome when I enter my child's school. / Me siento bienvenido(a) cuando entro a la escuela de mi hijo(a).

91 responses



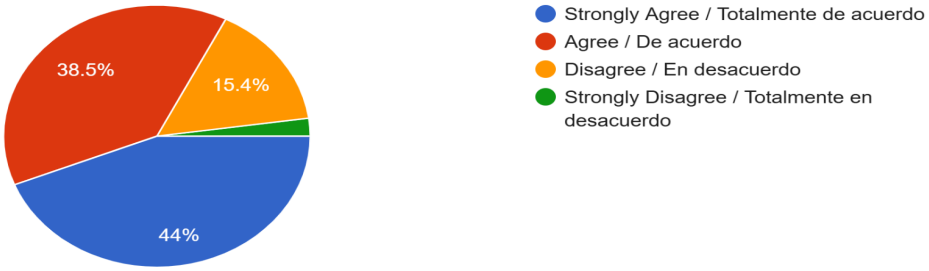
The school schedules parent/teacher conferences in a flexible way so that I can attend. / La escuela programa las conferencias de padres y maestros de manera flexible para que pueda asistir.

91 responses



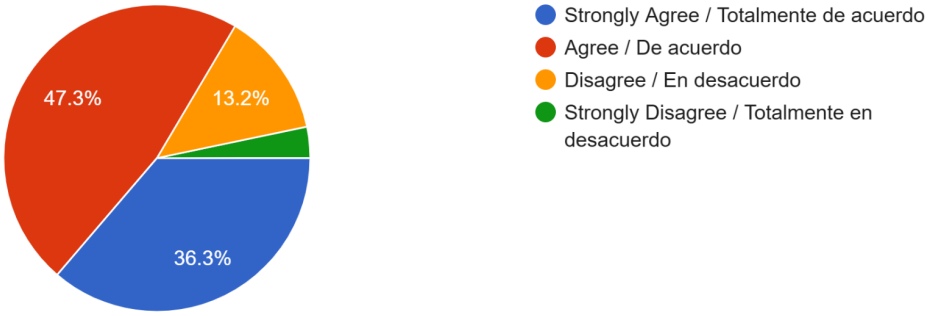
I am aware of family engagement activities offered at the school. / Estoy al tanto de las actividades de participación familiar que se ofrecen en la escuela.

91 responses



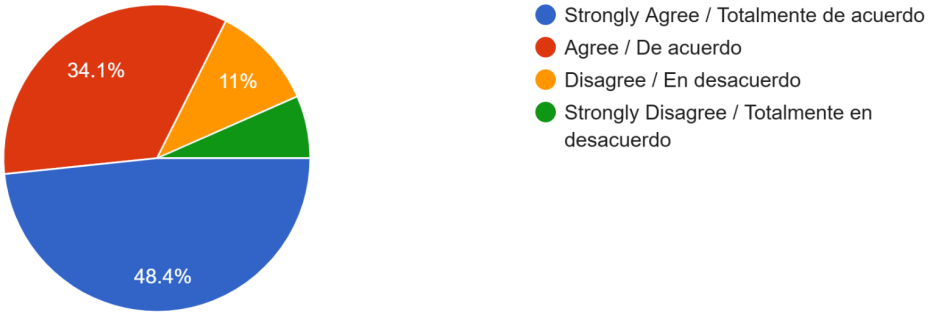
Family engagement activities (family nights) are fun and informative and are scheduled at a convenient time for my family to attend. / Las acti...rio conveniente para que mi familia pueda asistir.

91 responses



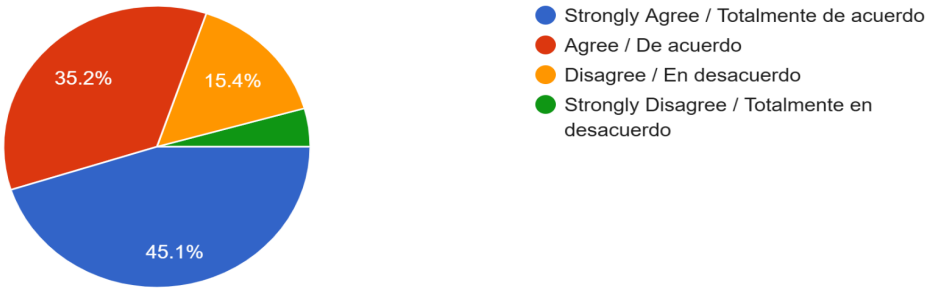
Teachers and school staff are approachable and listen to my concerns. / Los maestros y el personal de la escuela son accesibles y escuchan mis inquietudes.

91 responses



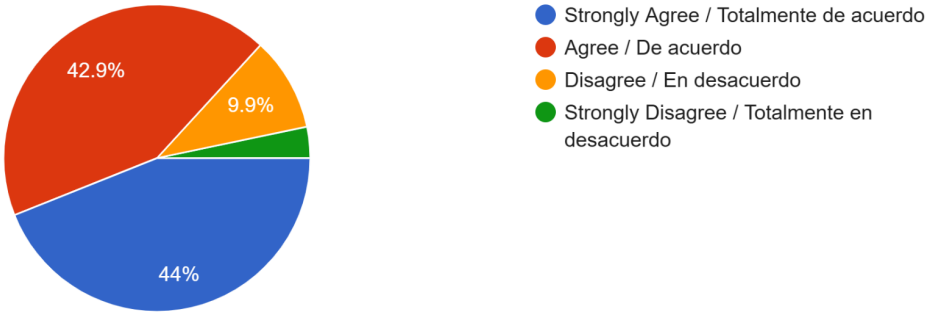
My calls, emails, or notes to school staff are answered promptly. / Mis llamadas, correos electrónicos o notas al personal de la escuela son respondidos con prontitud.

91 responses



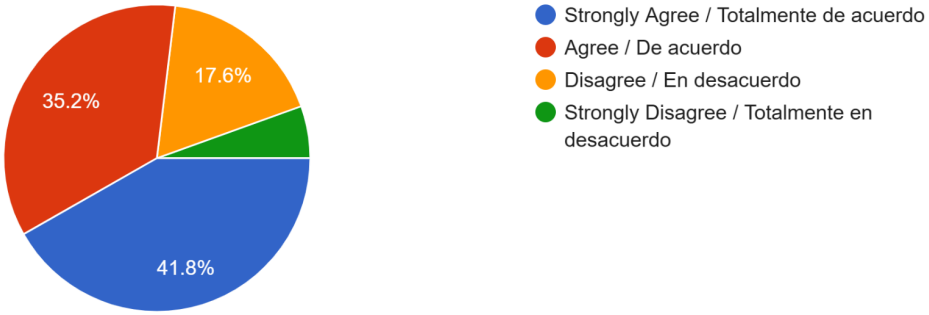
I feel knowledgeable about the school's expectations for my child. / Me siento informado(a) sobre las expectativas de la escuela para mi hijo(a).

91 responses



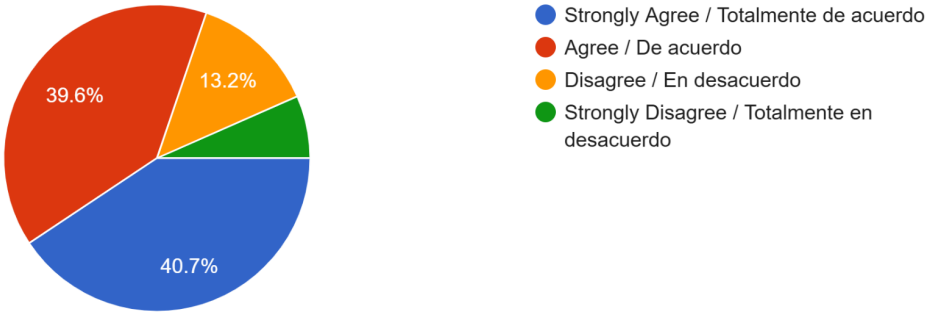
I feel knowledgeable about what is going on at the school. / Me siento informado(a) sobre lo que está sucediendo en la escuela.

91 responses



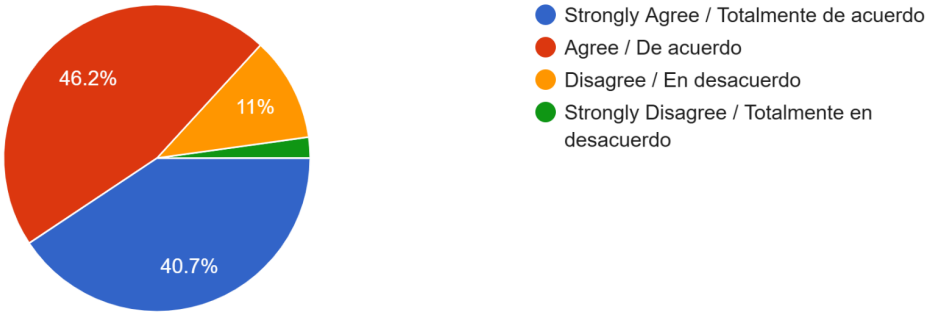
I know how to help my child with his/her homework. / Sé cómo ayudar a mi hijo(a) con su tarea.

91 responses



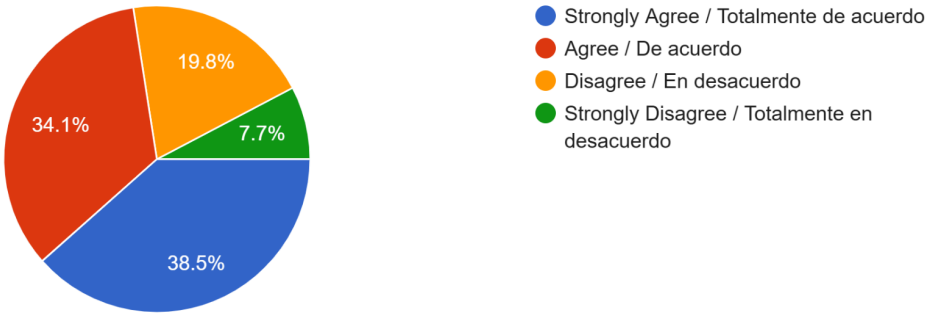
My child receives additional academic help when needed. / Mi hijo(a) recibe apoyo académico adicional cuando lo necesita.

91 responses



My child's teacher(s) communicates regularly about my child's academic progress. / El/La maestro(a) de mi hijo(a) se comunica regularmente sobre el progreso académico de mi hijo(a).

91 responses



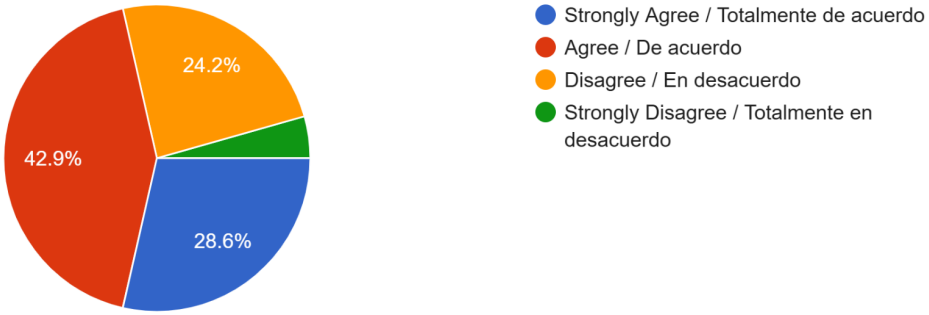
The school provides our family with workshops or informational events. / La escuela proporciona a nuestra familia talleres o eventos informativos.

91 responses



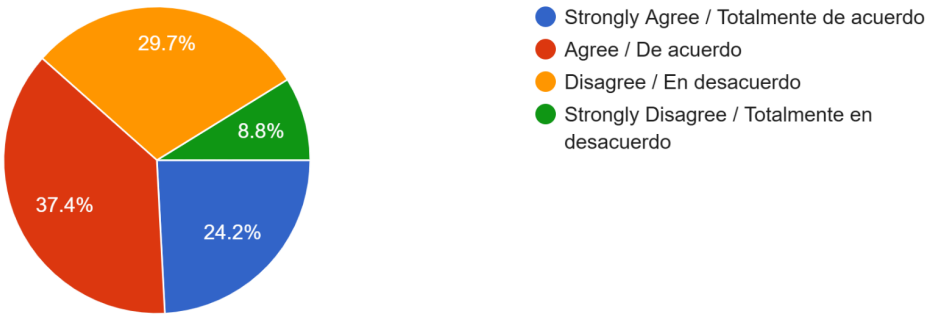
The school provides our family with parenting resources. / La escuela proporciona a nuestra familia recursos para padres.

91 responses



The school asks for parent/guardian input on family workshops and events. / La escuela solicita la opinión de los padres/tutores sobre los talleres y eventos familiares.

91 responses



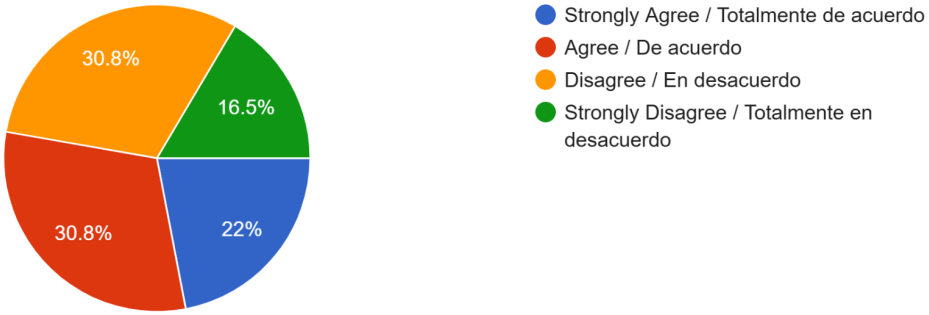
I have been encouraged to volunteer at my child's school. / Se me ha animado a ser voluntario(a) en la escuela de mi hijo(a).

91 responses



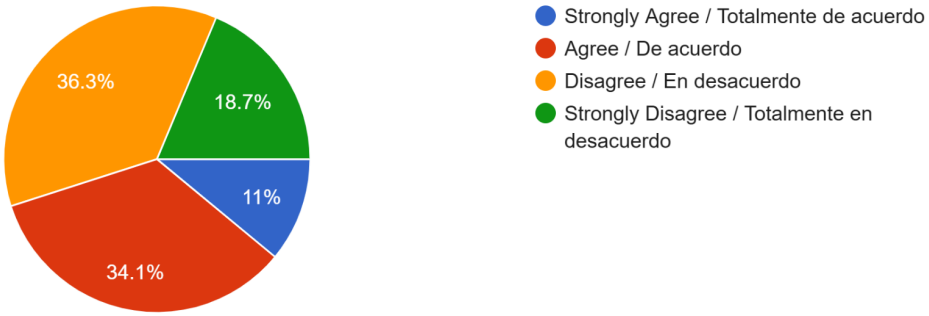
I feel that parents are involved in decision-making at our school. / Siento que los padres participan en la toma de decisiones en nuestra escuela.

91 responses



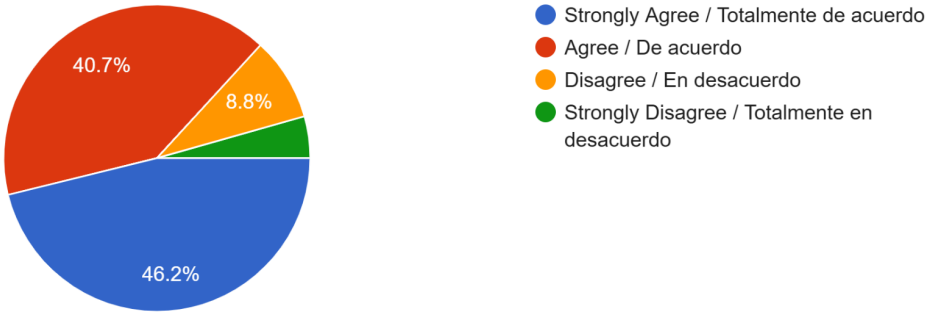
I have been invited to participate in school planning such as the school improvement plan, the Title I plan, parent engagement policy, etc. / He sido invita... l, la política de participación de los padres, etc.

91 responses



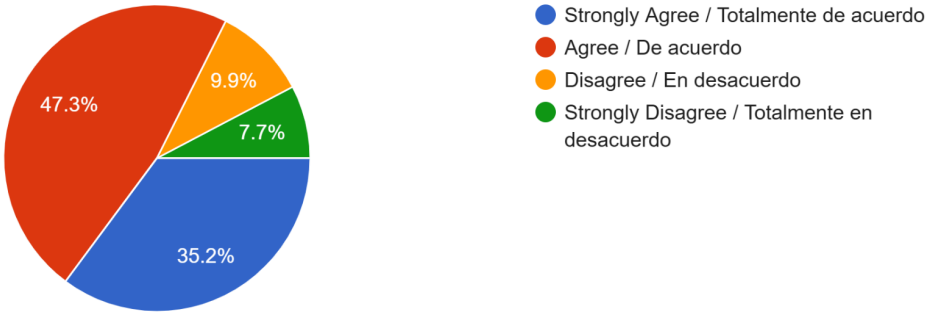
My child is happy to attend school. / Mi hijo(a) está feliz de asistir a la escuela.

91 responses



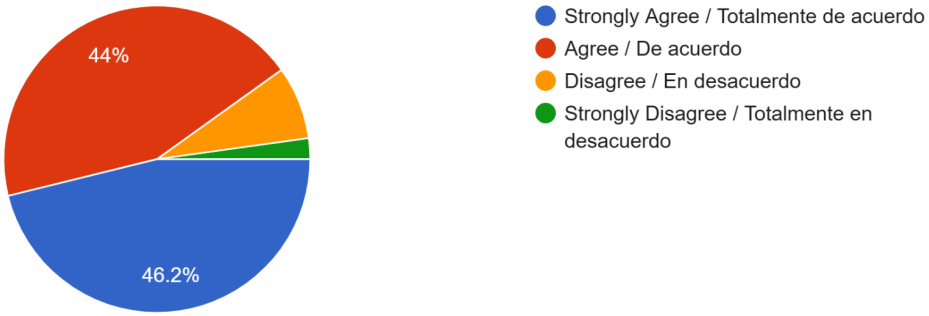
I feel that my child's needs (academic, social, and emotional) are being met. / Siento que las necesidades de mi hijo(a) (académicas, sociales y emocionales) están siendo atendidas.

91 responses



I feel that my child has made adequate progress over the course of this school year. / Siento que mi hijo(a) ha logrado un progreso adecuado durante el transcurso de este año escolar.

91 responses



What are the strengths at the campus your student(s) attends?

Communication
The admin team help make it easier to focus on achieving goals
They are good at hosting events and programs. Academics are lacking.
The smaller school allows for more relationships being built between staff/teachers and parents. I am grateful to see so many know our names and always welcome us.
Friendly staff, inviting environment, lots a fun activities for kids.
Not sure
The extra help he gets on tests
Family Outreach
There are no strengths. My child complains about the staff being mean including the substitute teachers and principals. Why is my child being told they can't speak at lunch? Your campus is promoting a prison mindset and it is unacceptable. This campus is pathetic.
attentive to student needs, theater program and music programs are top quality
the sports program, the fine arts program, the counseling program to help students if they need it, the variety of classes that are offered to the students
The school communicates well.
Mrs. Ray is amazing!!
Spanish programs
Existen buenos maestros
Excellent teachers that actual care, help and get involved.
Comunicación, respeto y amabilidad (Communication, respect, and kindness)
Es una escuela muy especial (It is a very special school)
Mucha disciplina y atención (Lots of discipline and attention)
Mucho amor atención (Lots of love and attention.)
Amor unión (Love and unity.)
La capacidad de los maestros (The capability of the teachers)
Actividades (Activities)
The staff really cares for the students
The teachers
This school is closing next school year. Why are being asked to fill out a questionnaire?
The very few teachers who genuinely care enough about the students. However, their impact does not represent the school or district as a whole. The school and district overall do not have strengths worth noting.
Teacher communication is very good. Teacher motivation of students is also very good. Front office organization for events & emergencies has also greatly improved this year.
Que tienen clases extras de matematicas (That they have extra math classes)

Buenos maestros (Good Teachers)
Buenos recursos (Good resources)
Knowledgable teachers and good support staff
Open communication and strong teachers
Tiene buenos maestros (It has good teachers)
Communication
Resources available
His teachers are fantastic.
Nothing comes to mind.
The car rider line moves fast.
Que esta todo muy organizado y es una escuela muy linpia y muy agradeable (That everything is very organized and it is a very clean and very pleasant school)
Que tiene excelentes maestros y mi hijo esta aprendiendo muy bien (That it has excellent teachers and my child is learning very well)
Nice staff
The teachers, the academic resource staff, Communities in Schools
Academic support, distance
attentive to childrens needs
everyone works very well together for the benefit of children and their education
The campus overall feels welcoming. When you walk the hallways, there is evidence of student learning.

When Kranz Junior High first opened, it established a strong foundation as the only campus offering the STEAM Academy, creating a culture centered on innovation, creativity, and high expectations. That legacy continues to be one of the campus's greatest strengths. Kranz has maintained a learning environment where science, technology, engineering, arts, and math are integrated in meaningful and engaging ways, helping students develop critical thinking, problem-solving, and collaboration skills.

A key strength of Kranz is its experienced STEAM teachers, many of whom have been part of the program since its early implementation. Their familiarity with the curriculum and commitment to hands-on, project-based learning continue to support student engagement and achievement. The campus culture still reflects a focus on exploration and innovation, which sets it apart and provides students with unique learning opportunities.

Although Kranz has many strengths, there are opportunities for growth within the current STEAM program. While some teachers continue to uphold the rigor and expectations that defined the program in its early years, others do not consistently teach at the same level of rigor. This creates a perception of inconsistency in the quality of instruction across classrooms.

To fully realize the potential of the STEAM program, all teachers should be held to the same high standards, with an emphasis on rigorous, hands-on, and project-based learning experiences. Students in STEAM should regularly engage in meaningful projects that allow them to apply their knowledge in real-world contexts, reinforcing the original vision of the program and ensuring a high-quality experience for all students.

Overall, Kranz Junior High remains a strong example within the district of how a focused academic program, supported by experienced staff and a clear vision, can positively impact student learning and engagement, while also highlighting areas where continued alignment and rigor can further strengthen the program.
Mr. Cooper seems to be very involved in the life of the school, and in the future I hope that translates to better systems of communication with teachers.
The strengths that I see on my child campus are more family involvement activities and a clear vision in place
The staff
My child is doing well in STEM, advanced classes, and band.
Reminders for parent when students have homework.
everyone is welcoming
love the staff
great principle
None this year
They have an excellent security system. They shelter each other well so you can't talk to the person you need to talk to; or, if you do get to someone, they advise you to go online to research the problem or find the answer. Everyone gets homework. Check the website, check your email. I'll get back to you. They don't.
He loves his teacher. He's happy to go to school. She is patient and concerned for his welfare as well as education.
communication
Office Staff
Leadership
Strengths at Lobit Elementary include Campus rating, closing achievement gaps, raising performance standards, strong leadership, positive school culture, strong PTO with plenty of fundraising, plenty of parent communication and involvement, ClassDojo and email messages from teachers regarding students and classroom activities/week at a glance.
none
Student support services
All the teachers and staff love him
Amazing and dedicated teachers and staff! My child receives the best academic support by the teacher and the dyslexia specialist! We are very impressed by the amount of progress our daughter has made this year. We have also enjoyed all of the family activities provided and feel like the campus has created a positive social and emotional culture for our child.
Staff is attentive.
Diversity, well rounded staff and student population, consistently in staff, student centered
is an overall a great school where they care about the kids education
The principal is great.
My child does well in any environment but I am not seeing a lot of strengths for this school other than the staff is mostly helpful. Emails are not answered, conflict resolution is not taught or demonstrated to students, lack of parent communication. I almost never have any idea what is happening at this school.
Communication from staff to parents. Also, staff making students feel encouraged.

Communication with parents in different ways, updated school website and Facebook accounts, Messages from teachers via email,
Great staff teachers principal coaches
Event updates

What are the overall strengths of Dickinson ISD?

En general todo está perfecto (In general, everything is perfect.)
Communication and family involvement
Once a gator always a gator
Friendly staff and organized events
We have had a great kindergarten experience mostly due to the stellar teacher at SLE, Mrs. Tabitha Webster. She is 10/10 and we are so grateful we had her for our sons first school experience.
DISD has made great improvements over the past few years. Safety is overall better
The teachers! They are the best of the best.
Not sure
Information about parents night
Extracurriculars
I see none whatsoever.
the sports and fine arts programs, a few amazing teachers who really care about their students in certain schools who take the time to get to know them and help them learn/achieve their goals
The sped department is amazing.
Communication about community events
Variety of career options in high school
Buenas escuelas (Good schools.)
Very family-friendly
Comunicación
Son muy responsables ayudan alos alumnos y los padres de familia (They are very responsible and help the students and the parents.)
apollo enpatia (Support and empathy.)
Apollo (support)
El nivel educativo (The educational level.)
Seguridad (safety)
Communication
Que el alumno aprenda y se sienta apreciado (That the student learns and feels appreciated.)

DISD does not allocate funding appropriately
There are no strengths worth mentioning.
Teacher communication with parents & students. Continuous professional development & campus improvement.
Seguridad (safety)
Somewhat good communication with teachers
Buenas escuelas (good schools)
Buenas escuelas (good schools)
Not sure about this one other than class size and the special curriculum classes
They love the community
informative
Communication
I feel like the school cares about our kids and they work hard to raise them to be successful.
Nothing stands out
La seguridad en las escuelas y el compromiso delos maestros por el vienestar de los niños (The safety in the schools and the commitment of the teachers to the well-being of the children)
Que tienen buena seguridad en las escuelas y se preocupan por el bienestar de los alumnos (That they have good security in the schools and care about the well-being of the students)
Good teachers
DISD is a district that feels like it's own community
Band and athletic programs
communication and healthy environment
I love how the Superintendent sends out weekly memos and district updates.

Dickinson ISD demonstrates strong commitment to student success, as reflected in its recognition as a CTE District of Distinction by the Career and Technical Association of Texas (CTAT). This prestigious honor highlights the district's leadership, innovation, and dedication to providing high-quality Career and Technical Education programs that prepare students for college and the workforce. Another key strength of Dickinson ISD is its continued growth and ability to attract new families to the community. As more residents choose to move into the area, the district has the opportunity to bring in diverse, well-educated community members and attract talented educators to its schools. This growth can contribute to a richer educational environment, increased community involvement, and expanded opportunities for students. Overall, Dickinson ISD is well-positioned to build on these strengths by continuing to invest in its programs, staff, and community, ensuring long-term success for both students and the district.
Dickinson ISD is a big family overall, and feels welcoming.
Overall strengths for Dickinson ISD is that it stays consistent in academic excellence
Not so much
Academics, communication, extra curricular activities
small. community feel
small community
small community
My girl is graduating. it'll do
There are many, lots I know nothing about. Cafeteria, cleaning, bussing staff. Groundskeepers, I'm sure there's more.
keeping parents informed and updated
Social Media
Leadership
DISD strengths include clear mission and vision visible on their website, focus on college and career readiness, global citizenship, District rating, proactive planning and commitment to growth, student-centered focus, frequent emails to parents from the Superintendent and school principal.
none
Dickinson Independent School District has several strengths, but the single high school is heavily populated. Addressing overcrowding could further improve the learning environment and student

experience.
Good communication and events
Amazing SPED department, including dyslexia and speech services. Great communication. Positive family engagement activities!
Small town feel, but education feel prioritized
Not sure at this time
they care about the kids
New school buildings
New school facilities, staff
Communicating with parents regarding social and academic needs/concerns
Quick messages sent out via ParentSquare, email, and calls. Superintendent email sent out Monthly, Principal email communication sent out weekly
All programs they offer kids
Event updates

What areas would you like to see improve at the campus your student(s) attends?

Estoy contenta con todo (I am happy with everything.)
Communication with parents before the grades are bad so that student can attend tutoring
Teachers need to inform parents/students ahead of time when they will be taking tests/exams. Parents need to know what their children are learning at school. A semester syllabus will help the student and parent be more informed on what is being taught. The bullying is also another issue that is completely overlooked. Too many dress up days are also unnecessary.
I have noticed some abnormal behavior by one teacher in general (Mrs. Miller) who I see everyday in carpool pickup. I am concerned for how short the dresses and shorts she wear to school are higher than mid thigh and I find that extremely inappropriate for smaller children. Also, I have noticed her excessively yelling at the children as a form of correction, this worries be deeply for the children in her classroom.
Pick up line and drop off line, better crossing area for Teacher and students crossing the street.
More information about academic resources available to us. (The apps on ClassLink and what they are.)
Having parents invited to daytime events. No Thanksgiving lunch, no kindergarten ceremony ect. Lobit is very overwhelming and not as welcoming then Calder Road.
More communication about anything that goes on at the schools
Teacher-Student treatment
My child enrolled late and we have yet to be invited to the school 7 months later. Children not being allowed outside throughout the day. P.E. Consist of kids kicking a ball around without structure which has resulted in many injuries because the teachers sit on their phones the entire time. Mrs Michelana is unaware of her white privilege and is out of touch in 2026.
WRESTLING!!
Teacher communication when parents email them or call them, students following the DISD dress code, Students and teachers not bullying other students, Teachers following the handbook and the DISD guidelines, counting doctor's excuses for student who are absent for really being sick and not faking it
Teachers need to communicate more and remember that they are kids and that they still need to do fun things in class.
More about what is going on in the classrooms posted on Facebook besides sports.
Educational field trips
Keep the school open for our students that already attended
Todo bien (Everything is good)
Para mi todo asta el dia de hoy esta bien lo q no me gusta es el sierre dela escuela me siento triste (For me, everything has been good up to today. What I don't like is the school closing; it makes me feel sad.)
En la de la comunicación (communication)
Comunicación (communication)

Más comunicación que la que hay (More communication than there currently is)
El de deportes (The sports program)
Siento que todo está bien (I feel that everything is good)
Behavioral problems. My kids get scared by how the other kids behave and nothing gets done about it.
No tengo problema con eso. (I don't have a problem with that)
DISD does not allocate funding appropriately
Communication, earlier parent notification, improved explanation of future courses without having to attend a meeting. Parents work!
My issues with this campus were mainly with front office (minor policy annoyances that allowed little leeway when necessary and were never communicated upfront). Those issues have been solved and communication has been greatly improved this school year(policy notification at beginning of school year, leeway allowed in minor emergencies, and clearer communication when interacting with front office.)
Que les dejen mas tarea en casa (That they give them more homework at home)
Actually gets updates on child's progress or how she is doing in class or just overall in general or receive photos or videos of her in class like was promised, as parents we shouldn't have to ask about progress of our student or students attending the school in special needs program, a letter or email would be nice so I aren't just guessing on how they are doing in school
Buying
Psicológicas de los niños (The children's psychological needs)
More options for parents to engage with staff and their student(s). Allowing more wellness breaks throughout the day for our children's mental health so they are stressed about class. More communicative about volunteer opts throughout the year.
TO STAY AN ELEMENTARY SCHOOL NOT A SCHOOL FOR KIDS ON THE PATCH FOR JUVIE
La calle donde hacen línea los padres en sus autos porque es muy estrecha (The street where parents line up in their cars because it is very narrow)
Teachers communicate when a child does well not just bad.
Stronger accountability for violent individuals
My daughter has been bullied by two of her teachers off and on this year. The teachers need better training on how to deal with the amount of students they come into contact with so they don't project that stressed negative energy onto students.
Me gustaría que hubiera más variedad en le menú de la cafetería (I would like there to be more variety on the cafeteria menu)
Que hubiera más variedad de comida en el menú y más atención en esa área (That there would be more variety of food on the menu and more attention in that area)

The action taken following students wild outburst and disruption of class. It's distracting and unnecessary for the students that want to learn. It almost seems the children with behavior problems get more attention from the staff than the children who are quiet and listen do. That doesn't seem right.
There is no communication. I feel like I could be more involved if I had more notice for dress up days or big school events.
Parking and traffic coming from many directions during drop off and pick ups
The staff in general
My straight A student who got a passing score for the English STAAR practice test was asked to go to extra study sessions because last year she had received a masters in that subject on the actual STAAR test. Apparently, the school feels her 4.0 gpa isn't good enough. Now she is upset because she thinks she has failed because a stupid practice test said she wasn't at the level they believe she should be at.
Pick up/drop off line
The district and secondary campuses should reevaluate how they support students' social and emotional well-being by intentionally building daily time into the academic schedule for unstructured, student-directed activity. Students need opportunities to go outside, play, walk, or simply socialize in order to meet these developmental needs. Currently, secondary campuses do not provide a dedicated recess or even a 15–20 minute period where students can freely interact without academic or structured physical expectations. This lack of unstructured time limits students' ability to decompress, connect with peers, and develop important social skills. Students benefit from time in the school day where they are not receiving constant instruction, but are instead allowed to be kids in a supervised, low-pressure environment. At the intermediate level, particularly in 4th and 5th grade, expectations often resemble those of junior high grades, despite students being only 10–11 years old and still in early developmental stages. Similarly, middle schools lack adequate playground spaces and opportunities for recess. If we want students to demonstrate positive behavior and have healthy outlets for stress, we must provide safe, screen-free time for movement and social interaction—separate from structured PE or gym activities. Junior high students also need access to unstructured time. At this stage, they face increased academic demands along with significant emotional and social pressures. Providing opportunities for them to go outside, play, talk, and engage freely with peers is critical for their overall well-being. While academics should remain a top priority, social and emotional development must be treated as equally important. Supporting both areas helps create well-rounded students and leads to improved focus, engagement, and classroom behavior. By incorporating daily, unstructured time into the school day, the district can better support student success and create a more balanced and effective learning environment.

When I see that my child is failing a class—either through progress reports or Skyward—I often don't have a clear path forward on how to help. From a parent perspective, navigating this can be frustrating because systems and expectations vary widely between teachers. Some use online platforms, others rely on paper that can be lost, and grade updates are not always timely. As a result, it's difficult to get an accurate, up-to-date picture of my child's standing. It is also challenging to figure out what support is available. Information about tutorials—when they are offered, how students access them, and how parents are expected to support attendance—is not always clear or consistent. I would especially appreciate clarification and more intentional use of "WIN" time. It is unclear whether this time is meant for tutorials or general work time. If it is intended for academic intervention, it would be helpful for students who are struggling to be directly guided or required to attend targeted support during that period. As it stands, there is still a significant burden on parents to identify needs, coordinate tutorials, and ensure attendance, even when time is already built into the school day. More consistency in communication, grading practices, and structured academic support would make a meaningful difference in a parent's ability to help their child succeed.
The area of improvement at DHS would be consistency, student centered culture,
More GT opportunities
There are constantly events and dress up days and it is difficult to keep up with all of it.
pk communication
Remove bluebonnet, kids and staff hate it and it has made my child hate math when it used to be his favorite.
Remove bluebonnet, kids are struggling so yall can receive funding!!
Communication communication communication
There are too many people at the school. No one has time to do their job well if they have over 100 emails a day. You can't treat people all the same in the morning as the evening, there's too much stress building. By the time working people get to problem solving, patience is gone and lots of things fall between the cracks.
Particularly at Hughes Road, I am disappointed and often infuriated. My mom made a donation. The benefit was not given. When I asked about it, the secretary said it had already been given. I proved it had not. She pivoted and said 'Oh yeah, that's Thursday" I said, today is Thursday. " Oh yeah, next Thursday". She lies, that's not the first time. She is unprofessional and disrespectful. I hate going to that school.
Everything, we are pulling our daughter out of public school.
Responses from the registrar/attendance
Areas to see improved at Lobit is to include more students in programs for SEL, Gents is great for 3rd grade boys, but what do other grades have? give students different opportunities to start learning how to be "good citizens" and volunteer (do good for others and not be selfish)

communication/ population
Campus is great
playground looks a little outdated, more teachers, less kids in classrooms
Maybe more available times for parent conferences that accommodate working parents, but other than that we are really pleased with our experience!
Teachers communicating more with parents, especially about low grades or missing assignments. I did not like that student automatically get a 0 on an assignment when they were out for activities or sickness. It was difficult for my students to get caught back up, and grades to be entered when coming back from activities or sickness absences.
Black history events, more field trips and experiences for children to learn outside of the classroom
the school is amazing the way it is
Communication, less exclusion, most additional learning and fun programs are only available to some students.
Teacher communication, please respond to emails. Better communication of events and clubs, I find out about most things after it's already happened or last minute. Get rid of all of the exclusive programs, extra learning and field trips should be available to ALL, especially if a school is receiving Title 1 funding.
I would like to see more students involved in black history and cinco de mayo programs. Also, more extra curricular activities for all students so they do not feel left out if they do not get accepted by one activity.
Some, not all teacher, should respond to emails. I've emailed most of my students teachers and only one doesn't really respond.

What areas would you like to see improved at the district level?

Estoy contenta con todo (I am happy with everything)
I feel like the district needs to change their “no homework” policy. Students need homework to improve their academic skills. The students need more STAAR testing prep resources to be given outside of school hours.
We are so grateful to be a part of the DISD family!
At the district level I would like to see the district more involved in all extracurricular activities and not just focused on band, cheerleading and football. All the other sports and extracurricular activities deserve to be showcased on social Media
More behavioral coaching. And more programs about drugs and alcohol use.
Complete overhaul. It is truly pathetic
DISD Admin actually seeing if all of the teachers are following the handbook/guidelines in their classrooms. Counting doctor's excuses for student who are absent for really being sick and not faking it.
Post about campuses on the other side of 45. It seems like the superintendent only visits the campuses on one side and the only thing that gets posted about are lobit bay colony and Calder.
More information posted about things outside of sports
Educational field trips
Buying y atención de los maestros (Bullying and the attention/care from the teachers)
Todo bien (Everything is fine.)
Mas bijilansia policíal ala hora qe los niños salen dela escuela por q los carros no respetan el paso delos niños ni el parqueo delos autobuses ala hora de bajar los niños (More police supervision at the time the children leave school because cars do not respect the children’s crossing area or the bus parking area when the children are getting off the buses.)
Comunicación (Communication)
Comunicación (Communication)
Más áreas como enseñar más valores epatia (More areas focused on teaching values and empathy)
Todo esta muy bien (Everything is very good)
I’m not sure
Todas las áreas mis hijos están conforme (All areas; my children are satisfied)
DISD does not allocate funding appropriately
Better allocation of funds. Plenty of money being funneled to sports (specific sports- not all) and not to education or to the teachers. Not enough programs and offered to students who don’t plan to attend college

Unknown for the academic scope. Policy wise I'd like to see a better way of dealing with returning students with residency affidavits (joint family paperwork and meeting requirements). Honestly not sure what could be done that covers district's liabilities, parent convenience, and eases the workload of the people handling the verification . Will say that 3rd grade enrollment went much smoother than previous years.
Siempre se puede mejorar todo un poco mas (There is always room to improve everything a little more.)
More communication with parents with special needs kids attending school and at updates about them so see their progress
Bullying
More funding allocated to the older schools for structural improvements. Don't treat them like step-children when they are providing the same quality education. Online program options for lower grade levels would be a nice consideration for those contemplating online schooling.
Open communication
La seguridad con detectores de metal en las entradas de cada campus (Security with metal detectors at the entrances of each campus)
More in school activities
More one on one with the student and the counselor.
Free lunch
The school district is too big, we need another high school. Or make the elementary schools pk-5 again so the kids feel like they are apart of a community and not just a number. This district has lost its sense of community all the way around.
Que ofrezcan más personal que hable español en las oficinas principales pra mejorar la comunicación (That they offer more Spanish-speaking staff in the main offices to improve communication.)
My child complains they never can get a class attendance award because one or two students are never there bringing the whole class down. Please be more clear at the district level with the attendance policy. Is there still truancy court? Also, I appreciate the staff that make school fun and I hope that gets noticed at the district levels. Mrs. Walker, Mrs. Wiggins, Mrs. Jackson, Mrs. Endler. All district gems that should not go unnoticed.
Please provide additional homework for extra practice at home.
Better knowledge
There needs to be less focus on the STAAR test. It is making the children suffer for no reason. My daughter and her friends were crying recently because of the pressure of the STAAR test.
Get rid of the STAAR test. This emphasis on the STAAR test has the children in psychological distress.

The district should reevaluate how it supports students' social and emotional well-being by intentionally incorporating daily time into the academic schedule for unstructured, student-directed activities. Students need opportunities to go outside, play, walk, and socialize in order to meet important developmental needs. Providing this balance can improve focus, behavior, and overall academic engagement.

Additionally, the District of Innovation Plan should be revisited with consideration of current and future workforce demands and innovation trends. The district would benefit from meaningful collaboration with professionals from nearby institutions such as NASA, UTMB, Houston Methodist, Memorial Hermann, and local engineering and robotics companies. Including scientists, researchers, doctors, and engineers as advisors or board contributors could provide valuable insight into real-world expectations and better prepare students for future careers.

The district should also consider forming strategic partnerships with organizations such as NASA, UTMB, Marathon Oil, ExxonMobil Pipeline Company, the Museum of Fine Arts Houston, and the Glassell School of Art. These partnerships could expand opportunities in STEAM, healthcare, energy, and the arts, helping students connect classroom learning with real-world applications.

It is also essential to better understand and address the needs of the growing Hispanic student population within Dickinson ISD. Many Hispanic students come from economically disadvantaged backgrounds, which can impact both their well-being and academic success. The district should take intentional steps to identify these challenges and provide targeted support systems to ensure equitable opportunities and outcomes for all students.

By addressing social-emotional needs, strengthening community partnerships, and supporting diverse student populations, the district can create a more inclusive, forward-thinking, and effective educational environment. This approach will not only improve academic performance but also elevate the overall perception of Dickinson ISD as a competitive, innovative, and growing district rather than one viewed as a small-town district.

It is important to recognize the level of competition Dickinson ISD students face from neighboring, highly competitive districts such as CCISD, where strategic partnerships and long-term planning have been in place for decades. To remain competitive and ensure students are prepared for the demands of college and the workforce, Dickinson ISD must take intentional, forward-looking action now. By investing in innovation, fostering strong community collaborations, and prioritizing the development of the whole child, the district can position itself as a leader in education and provide students with the opportunities, skills, and confidence they need to succeed in an increasingly complex and competitive world.

At the district level, I would like to see greater consistency in grading practices, communication, and use of instructional platforms across campuses and teachers. From a parent perspective, it can be difficult to support a student when expectations, grading timelines, and tools vary widely. Clear district-wide expectations for how often grades are updated, how teachers communicate with families, and how academic support (such as tutorials or intervention time) is structured would make a meaningful difference. Additionally, providing families with a more transparent and consistent system for accessing information about student progress and available support would improve our ability to stay involved and respond early when issues arise.
Levels of improvement at the district level would be to improve teacher retention, boosting family engagement, and having a safe supportive environment
Decisions on closing schools
HATE BLUEBONNET!!!
Remove bluebonnet
I'm pretty happy at the district level. For me, the things I've needed have been addressed.
Theres always room for improvement but I honestly don't know.
zoning and transportation
Everything, there is no policy or enforcement on bullying. Parents are left out of the loop on almost everything until it becomes a problem.
Adherence to the grading guidelines- including total number of assignment, notification to parents when assignments are missing, etc.
Areas for improvement in the district include teacher retention, support for high need populations (EB, SPED, Eco Dis).
greed
At the district level, I would like to see improvements in long-term planning for student growth. With only one high school, overcrowding has become an issue, so expanding facilities or adding another high school would greatly improve the student experience.
More focus on other aspects other than sports.
Funding for field trips
Dickinson ISD is a great district
Get rid of the exclusive STEM program, extra learning should be available to ALL students not just the ones who do well on STAAR testing.
Rodent and pest control
Bigger stadium
STAAR intervention. Less turnover at the Principal level

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Certification of Compliance with Certain Laws under Texas Education Code 39.008 as enacted by Senate Bill 12 (89th Legislative Session)

Agenda Item: Robert Cobb

Background Information:

Texas Education Code §39.008 requires districts to provide certification to the Texas Education Agency (TEA) that the district is in compliance with applicable laws, including requirements related to prohibited diversity, equity, and inclusion (DEI) activities and certain instructional requirements established under Texas Education Code §§11.005 and 28.0022. These requirements were established to provide increased accountability and transparency regarding district policies, procedures, employee expectations, contracted services, and instructional practices. In response to legislative changes, the Texas Association of School Boards (TASB) updated applicable legal and local policy provisions, and districts reviewed and revised policies, procedures, contracts, and communication practices to ensure alignment with statutory requirements.

The annual certification process allows the Board of Trustees to formally affirm that the District has reviewed its applicable policies and procedures, implemented required updates, provided required notifications, and maintains compliance with the applicable provisions of Texas law. Dickinson Independent School District has completed this review process and is presenting the certification for Board approval prior to submission to TEA.

Recommendation:
The Superintendent and Executive Director for Student Support Services recommend approval of the Certification of Compliance with Certain Laws under Texas Education Code 39.008 as enacted by Senate Bill 12 (89th Legislative Session) as presented.

Action Item: __X___ Yes_____ No

Motion made by _____seconded by _____vote_____

TEC §39.008: Certification of Compliance with Certain Laws Required

Section 1: School System Information

Name of School District or Charter School: Dickinson ISD

County-District Number (CDN): 084-901

Superintendent/CEO Name: Dr. Rebecca Brown

Certification School Year: 2026-27

Section 2: Description of Required Policies and Procedures

Provide a description or attach a copy of the policies and procedures required by TEC, §§11.005(c) and 28.0022(h) and describe how employees and contractors were notified of these policies and procedures.

Please find descriptions of the following policies that have been adopted by the Board of Trustees:

Board Policy BJA (LEGAL): Requiring the Superintendent to certify to the Commissioner of Education the District's compliance with TEC Sections 39.008, 11.005 and 28.0022.

Board Policy BJCF (LOCAL): Providing violation of the District's prohibition against engaging in or delegating to another DEI duties is a ground for Superintendent contract nonrenewal.

Board Policy BT (LEGAL): Provides that except as explicitly required by state or federal law, the District shall not assign DEI duties to any person and must proactively prohibit independent contractors from engaging in such activities.

Board Policy CDC (LEGAL): A district may not accept private funding for the purpose of developing a curriculum, purchasing or selecting curriculum materials, or providing teacher training or professional

development related to a concept listed in Education Code 28.0022(a)(4)(A).

Board Policy CJ (LEGAL) and (LOCAL): These policies govern contracted services and provide that a District contract is subject to termination if a contractor or vendor intentionally or knowingly engages in DEI duties or assigns such duties to another individual. It further establishes the appeal process through which an affected contractor may appeal an adverse contract action.

Board Policy CMD (LEGAL): Regarding the acquisition of instructional materials.

Board Policy CQA (LEGAL): The list of required website postings was updated to reflect that a district must post notice at least seven

days before the date on which a meeting is held to discuss the certification of compliance with Education Code 11.005 and 28.0022.

Board Policy DF (LEGAL): Providing for the appropriate discipline, including termination, of a District employee or contractor who intentionally or knowingly engages in or assigns to another person prohibited diversity, equity, and inclusion duties.

Board Policy DFBB (LOCAL): Engaging or assigning DEI duties, as well as instructional activities as prohibited by law.

Board Policy DG (LEGAL): Providing that a teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs.

Board Policy DH (LOCAL): Outlines employee standards of conduct, including the prohibition against engaging in or delegating to another DEI duties.

Board Policy EMB (LEGAL): Addressing the teaching of controversial topics, and prohibiting instruction, guidance, activities, or programming regarding sexual orientation and gender identity to students.

Board Policy FOA (LEGAL): A teacher may not remove a student from class based on a single incident of behavior if the student is

reasonably discussing certain debated and controversial topics subject to Education Code 28.0022.

The District communicates policies and procedures through its Board Policy Manual, Employee Handbook, contractual agreements, and public district website. All employees acknowledge receipt of the Employee Handbook at the time of hire and annually thereafter. Contractors are notified of applicable policies, procedures, and obligations through contract terms and conditions, including those incorporated into purchase orders and independent contractor agreements.

Section 3: Policy or Program Changes

Were any existing policies, programs, procedures, or trainings altered to ensure compliance with TEC, §§39.008, 11.005, and 28.0022? X Yes ☐ No

If yes, describe or attach a copy of the changes below.

All of the policies described above were altered to conform to the requirements of S.B. 12 by prohibiting District employees, contractors, vendors, and service providers from performing, carrying out, or assigning certain responsibilities or job duties that involve the consideration of race, sex, color, or ethnicity in District operations and decision-making; by prohibiting teachers from inculcating certain prohibited themes in course materials; by prohibiting the requirement that teachers address controversial topics; by providing penalties for

violation of these policy mandates; and by providing access to due process for employees or contracts that are terminated for violation of these policies.

Section 4: Cost Savings

Were there any cost savings resulting from actions taken to comply with TEC, §39.008? ☐ Yes X No

Total cost savings: $ None

If yes, describe or attach a copy of the cost savings.

Section 5: Board Approval

Date of Board/Governing Body Meeting: August 24, 2026

Meeting notice was posted on LEA website at least seven days in advance: X Yes ☐ No

Public testimony opportunity provided during meeting: X Yes ☐ No

Certification approved by majority vote: X Yes ☐ No

Section 6: Certification Statement

By signing below, the undersigned certifies that the information contained in this document is true and correct and that the district or charter school is in compliance with the requirements of Texas Education Code §§39.008, 11.005(c), and 28.0022(h).

Superintendent/CEO Signature: _____

Date: _____

SWORN TO AND SUBSCRIBED before me on this 24 day of August 2026.

_____

Notary Public, State of Texas

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Board Policy Updates
DGBA(LOCAL) Employee Complaints/Grievances
FNG(LOCAL) Student and Parent Complaints/Grievances
GF(LOCAL) Public Complaints/Grievances

Agenda Item: Robert Cobb

Background Information:

The Board of Trustees passed a resolution to amend our District of Innovation Plan on 1/30/26. The resolution approved exemptions to Texas Education Code §§ 26A.001(a)-(c) and (e), 26A.002, 26A.003, and 26A.004 regarding complaints/grievances. The policy updates wording was developed based on current district policy with recommendations provided by the Texas Association of School Boards (TASB) and our attorney.

Recommendation:
The Superintendent and Executive Director for Student Support Services recommend approval of the following policies as presented:

DGBA(LOCAL) Employee Complaints/Grievances
FNG(LOCAL) Student and Parent Complaints/Grievances
GF(LOCAL) Public Complaints

Action Item: __X___ Yes_____ No

Motion made by _____seconded by _____vote_____

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process has been followed:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications and on the District's website.

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate campus or District administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Filing Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within ~~15 business~~20 District business days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the dismissal by seeking review in writing within ten District business days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Formal Process

An employee may initiate the formal process described below by timely filing a written complaint form.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

~~Notice of Complaint~~

~~A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.~~

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law and may be made beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 District business ~~calendar~~ days of the initiation of the complaint. [See DG]

Complaints Against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the Superintendent. Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.

Direct Communication with Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three District business days after the deadline.

Scheduling Hearings

The District shall make reasonable attempts to schedule hearings at a mutually agreeable time. If the employee fails to appear at a scheduled hearing, the District may hold the hearing and issue a decision in the employee's absence.

Decision

A "decision" shall mean a written communication to the employee from the appropriate administrator that provides an explanation of the basis of the decision.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day ~~one."A~~one." A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent the employee in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three District business days' notice to the District before a scheduled hearing, the District may reschedule the hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating Complaints

To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of related events shall be consolidated.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within 20 District business days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted on a form provided by the District.

Copies of any documents that support the complaint should be included with the complaint form. If the employee does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the employee may supplement the record with additional documents or include additional claims.

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.

Remand

A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.

If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Investigation

The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a ~~conference or~~ hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Complaint Levels

Level One

At Level One, the appropriate hearing officer shall hold a hearing with the employee within ~~10 calendar days~~ 20 District business days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 District business ~~calendar~~ days following the hearing. In reaching a decision, the hearing officer may consider information provided

with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a decision has expired, the employee may request a hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~15~~ 20 ~~school~~ District business days of the date of the Level One decision or, if no decision has been communicated to the employee, within 20 District business ~~calendar~~ days of the Level One decision deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the Level Two hearing officer and provide a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. Any other documents submitted by the employee at Level One.
3. If the complaint is against a District employee, the written response of the District employee, if any.
4. The decision issued at Level One and any attachments.
5. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The hearing officer shall hold a hearing within 15 ~~school business days~~District business days after the appeal notice is filed. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 ~~school business days~~District business days following the hearing. In reaching a decision, the hearing officer may consider the Level One record, any additional information provided prior to the Level Two hearing, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two hearings, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a decision has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within 20 ~~school~~ District business days of the date of the Level Two decision or, if no decision has been communicated to the employee, within 20-District business ~~calendar~~ days of the Level Two decision deadline.

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 District business ~~calendar~~ days after the date on which the Level Two decision was made.

The Superintendent shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five District business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. Any other documents submitted by the employee at Level Two.
4. The decision issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

~~The Board shall examine the written grievance in closed meeting, in accordance with the Open Meetings Act, with neither the grievant nor the grievant's representative, nor the person or persons complained of in this grievance present. The Board shall~~

~~make a written or audio tape record of this deliberation. The Board shall make a determination as to whether the grievance as presented merits a hearing. If the Board determines that the grievance is not meritorious, the grievant shall be so informed in writing by the Board President within seven days following the meeting. The decision of the Level Two administrator with respect to the grievance shall then be final.~~

~~If the Board determines that the grievance as presented merits a hearing, the Board President shall inform the grievant of the date, time, and place of such hearing. If a hearing is conducted, the person or persons complained of shall have a right to be present, with a representative, together with the grievant and the grievant's representative. The Board shall consider only the information presented at the Level Three closed meeting.~~

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by Board members.

In addition to any other record of the meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 District business ~~calendar~~ days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process has been followed:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH-.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications and on the District's website.

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other appropriate campus or District administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form. Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board's or Board committee's decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

~~Notice of Complaint~~

~~A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.~~

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, ~~including email and fax,~~ or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the

	appropriate administrator or designated representative no more than three District business days after the deadline.
Scheduling ~~Conferences~~Hearings	The District shall make reasonable attempts to schedule ~~conferences~~hearings at a mutually agreeable time. If a student or parent fails to appear at a scheduled ~~conference~~hearing, the District may hold the ~~conference~~hearing and issue a decision in the student's or parent's absence.
~~Response~~ ~~At Levels One and Two,~~ ~~"response"~~Decision	A "decision" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.
	The student or parent may designate a representative through written notice to the District at any level of this process. ~~If the student or parent~~The representative may participate in person or by telephone conference call. If the student or parent designates a representative with fewer than three District business days' notice to the District before a scheduled ~~conference or~~ hearing, the District may reschedule the ~~conference or~~ hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.
Consolidating Complaints	~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file~~To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from ~~any~~an event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent.
	If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ~~ten~~ 20

District business days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted ~~in writing~~ on a form provided by the District.

Copies of any documents that support the complaint should be ~~attached to~~included with the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One ~~conference~~hearing. After the Level One ~~conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference~~hearing, the student or parent may supplement the record with additional documents or include additional claims.

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the student or parent, documents determined relevant by District personnel, and the decision.

Remand

A complaint or appeal form that is incomplete in any material aspect ~~may~~shall be ~~dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.~~refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.

If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Level One

Complaint forms must be filed:

1. Within ~~15 days~~ 20 District business days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

   In most circumstances, students and parents shall file Level One complaints with the campus principal.

   If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within 20 District business ~~ten~~ days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

~~Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint~~

Investigation

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

Complaint Levels

Level One

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within ~~10~~20 District business ~~calendar~~ days after receipt of the written complaint. ~~The hearing officer may set reasonable time limits for the hearing.~~

The hearing officer shall provide the complainant a decision within 20 District business ~~calendar~~ days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a ~~response~~decision has expired, the student or parent may request a ~~conference with the Superintendent or designee~~hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 ~~calendar~~District business days of the date of the ~~written~~ Level One ~~response~~decision or, if no ~~response was received, within ten~~decision has been communicated to the student or parent, within 20 ~~calendar~~District business days of the Level One ~~response~~decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator. The student or parent may request~~hearing officer and provide a copy of the Level One record to the student and parent.

The Level One record shall include:

1. The original complaint form and any attachments.

2. ~~All~~Any other documents submitted by the student or parent at Level One.

3. ~~The~~If the complaint is against a District employee, the written response of the District employee, if any.

~~3.~~4. The decision issued at Level One and any attachments.

~~4.~~5. All other documents relied upon by the Level One ~~administrator~~hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~hearing officer shall hold a hearing within 10 ~~calendar~~District business days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference~~hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~hearing officer shall provide the student or parent ~~a written response within ten~~ a decision within 20 ~~calendar~~ District business days following the ~~conference. The written response shall set forth the basis of the decision~~hearing. In reaching a decision, the ~~Superintendent or designee~~hearing officer may consider the Level One record, any additional information provided ~~at~~prior to the Level Two ~~conference~~hearing, and any other relevant documents or information the ~~Superintendent or designee~~hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~hearings, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the complainant did not receive the relief requested at Level Two or if the time for a decision has expired, the complainant may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within 20 ~~school~~ District business days of the date of the Level Two decision or, if no decision has been communicated to the complainant, within 20 ~~calendar~~ District business days of the Level Two decision deadline.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five District business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. Any other documents submitted by the complainant at Level Two.
4. The decision issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues considered at

The appeal shall be limited to the issues considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three District business days before the hearing.

~~The Board shall examine the written grievance in closed meeting, in accordance with the Open Meetings Act, with neither the grievant nor the grievant's representative, nor the person or persons complained of in attendance. The Board shall make a determination as to whether the grievance as presented merits a hearing. If the Board determines that the grievance is not meritorious, the grievant shall be so informed in writing by the Board President within seven days following that meeting. The decision of the Superintendent with respect to the grievance shall then be final.~~

~~If the Board determines that the grievance as presented merits a hearing, the Board President shall inform the grievant of the date, time, and place of such hearing. If a hearing is conducted, the person or persons complained of shall have a right to be present, with a representative, together with the grievant and the grievant's representative. The Board shall consider only the information presented at the Level Three closed meeting.~~

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels. The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by Board members.

In addition to any other record of the meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the complainant or the complainant's representative, any presentation from the administration, and questions from Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 District business ~~calendar~~

days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within ~~15 business days~~20 District business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board's or Board committee's decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

~~Notice of Complaint~~

~~A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.~~

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated

by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three District business days after the deadline.

Scheduling Hearings

The District shall make reasonable attempts to schedule hearings at a mutually agreeable time. If the complainant fails to appear at a scheduled hearing, the District may hold the hearing and issue a decision in the complainant's absence.

Decision

A "decision" shall mean a written communication to the complainant from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

"Days" shall mean District ~~school~~ business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one." A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

"Representative" shall mean any person who or organization that is designated by a complainant to represent the complainant in the complaint process.

The complainant may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the complainant designates a representative with fewer than three District business days' notice to the District before a scheduled hearing, the District may reschedule the hearing to a later date, if

	desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.
Consolidating Complaints	To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ~~ten days~~ 20 District business days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness related events shall be consolidated.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted on a form provided by the District. Copies of any documents that support the complaint should be included with the complaint form. If the complainant does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the complainant may supplement the record with additional documents or include additional claims.
Record	A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.
Remand	A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint. If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.
Assignment of Hearing Officer	When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject

of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Investigation

The District may decide to conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

Complaint Levels

Complaint forms must be filed:

Level One

1. Within 20 ~~school~~ District business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

   If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within ~~15~~ 20 ~~school~~ District business days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 ~~calendar~~ District business days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the complainant did not receive the relief requested at Level One or if the time for a decision has expired, the complainant may request a hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~15~~ 20 ~~school~~ District business days of the date of the Level One decision or, if no decision has been communicated to the complainant, within 20 ~~school~~ District business days of the Level One decision deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to

the Level Two hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.

2. Any other documents submitted by the complainant at Level One.

3. If the complaint is against a District employee, the written response of the District employee, if any.

4. The decision issued at Level One and any attachments.

5. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The hearing officer shall hold a hearing within 15 ~~school~~ District business days after the appeal notice is filed. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 ~~school~~ District business days following the hearing. In reaching a decision, the hearing officer may consider the Level One record, any additional information provided prior to the Level Two ~~hearting~~ hearing, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two hearings, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the complainant did not receive the relief requested at Level Two or if the time for a decision has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within 20 ~~school~~ District business days of the date of the Level Two decision or, if no decision has been communicated to the complainant, within 20 ~~calendar~~ District business days of the Level Two decision deadline.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five District business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.

2. The notice of appeal from Level One to Level Two.

3. Any other documents submitted by the complainant at Level Two.

4. The decision issued at Level Two and any attachments.

5. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three District business days before a written hearing.

~~The Board shall examine the written argument and grievance, and party arguments, in a closed meeting, as a written hearing, in accordance with the Open Meetings Act, with neither the grievant nor the grievant's representative, nor the person or persons complained of in this grievance present. The Board shall make a determination as to whether the grievance as presented merits an oral hearing. If the Board determines that the written grievance is not meritorious of an oral hearing, the grievant shall be so informed in writing by the Board President within seven days following that meeting. The decision of the Superintendent with respect to the grievance shall then be final.~~

~~If the Board determines that the grievance as presented merits an oral hearing, the Board President shall inform the grievant of the date, time, and place of such hearing. If a hearing is conducted, the person or persons complained of shall have a right to be present, with a representative, together with the grievant and his or her representative. The Board shall consider only the information presented at the Level Three closed meeting.~~

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and

administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the complainant or the complainant's representative, any presentation from the administration, and questions from Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 District business~~calendar~~ days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: CFB(LOCAL) Accounting Inventories

Agenda Item: Robert Cobb

Background Information:

Business Services is requesting the threshold for classifying assess be moved from $5,000 to $10,000 as allowed by law.

Recommendation:
The Superintendent and Executive Director for Student Support Services recommend the Board of Trustees sign and approve threshold for classifying assess be moved to $10,000.

Action Item: __X___ Yes_____ No

Motion made by _____seconded by_____vote_____

Capitalization Threshold

The capitalization threshold for purposes of classifying individual capital assets shall be ~~$5,000~~ $10,000

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Resolution House Bill 547 for 2026-27

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 Executive Director for Student Support Services recommend the Resolution to "Opt out" of allowing homeschool participation in UIL activities for the 2026-2027 school year.

Action Item: ___√___**Yes** _____**No**

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

DICKINSON INDEPENDENDENT 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, 2026 for schools subject to Section 33.0832 to opt into or out of allowing homeschooled students to participate in UIL activities for the 2026-2027 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 2026-2027 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 2026-2027 school year.

PASSED BY VOTE AND APPROVED this 24th day of August, 2026.

_____
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: August 24, 2026

Item Title: Resolution to Declare a Good Cause Exception for House Bill 3 – Armed Security Officer Requirement

Agenda Item: Robert Cobb

Background Information:
HB 3 requires school districts adopt a policy requiring at least one person acting as an armed security officer be present during regular school hours at each campus. The state did not provide adequate funding for Dickinson ISD to hire additional armed security to be present on each campus during regular school hours. In addition, there is a lack of qualified candidates who meet the requirements of HB 3 to staff these positions.

Recommendation:
The Superintendent and Executive Director for Student Support Services recommend approval of the Resolution to Declare a Good Cause Exception for House Bill 3.

Action Item: __X___ Yes_____ No

Motion made by _____seconded by _____vote_____

Resolution to Declare a Good Cause Exception for House Bill 3
Armed Security Officer Requirement

WHEREAS, Section 37.0814 of the Texas Education Code requires the board of trustees of each school district shall determine the appropriate number of armed security officers for each district campus;

WHEREAS, Section 37.0814(a) of the Texas Education Code requires the board to ensure that at least one-armed security officer is present during regular school hours at each district campus;

WHEREAS, Section 37.0814(b) of the Texas Education Code requires that at least one-armed security officer at each campus be a commissioned peace officer, namely a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code;

WHEREAS, Section 37.0814(c) of the Texas Education Code provides that if the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception if the district's noncompliance is due to the availability of funding or qualified personnel;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Dickinson Independent School District hereby determines that as of August 24, 2026, the School District is unable to ensure that at least one-armed security officer, as defined by law, is present during regular school hours at each district campus.

BE IT FURTHER RESOLVED that the Board of Trustees determines that:

The District's noncompliance is due to lack of available funding. The current funding approved by the Texas legislature is significantly insufficient to cover the salary and equipment costs for the fourteen armed security provided by the Galveston County Sheriff's Department and the additional officers needed to provide armed security at every campus.
Local funds have been added to the 2026-2027 budget for additional armed security.

AND

The District's noncompliance is due to lack of available qualified personnel. DISD is currently investigating options for providing additional armed security at elementary campuses and the alternative campus.

FINALLY, BE IT RESOLVED that the Board of Trustees, having claimed a good cause exception, will develop and document an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code.

Adopted this 24th day of August 2026, by the Board of Trustees.

Presiding officer's signature: _____

Secretary's signature: _____

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TASB Legal Services

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

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

Agenda Item: Robert Cobb

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

Recommendation:

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

Action Item: __X__ Yes_____ No

Motion made by _____seconded by _____vote_____

MEMORANDUM OF UNDERSTANDING AND INTERLOCAL AGREEMENT FOR COASTAL ALTERNATIVE PROGRAM (CAP)

2026-2027 CONTRACT

This Interlocal Contract and Memorandum of Understanding ("Contract") is entered into by and among Dickinson Independent School District ("DISD") and the following Texas public school districts (individually or collectively the "District(s)") (each a "Party" and collectively the "Parties"):

- Friendswood Independent School District
- Galveston Independent School District
- Hitchcock Independent School District
- Santa Fe Independent School District
- Texas City Independent School District

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to enter into interlocal agreements to perform governmental functions and services that each party to the contract is authorized to perform individually;

WHEREAS, the Safe and Secure Schools Act, Chapter 37 of the Texas Education Code, authorizes Texas independent school districts to develop a "disciplinary alternative education program"; and

WHEREAS, the Parties desire to enter into this Contract for the purposes of DISD to provide educational and related services for the Districts' eligible student(s) at the Coastal Alternative Program ("CAP") and to, through this Contract, define the duties and responsibilities of DISD and the Districts regarding CAP;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Term.** This Contract term is for the 2026 – 2027 school year as set forth by DISD's adopted 2026-2027 Academic Calendar (the "Term")**.** During the Term, CAP will be physically located in Dickinson ISD, at the K.E. Little Learning Center located at 622 Oklahoma Avenue, Bacliff, TX 77518 (the "Facility").

2. **Eligible Students.** The Parties agree that: (1) DISD shall be the Fiscal Agent of CAP and provide the services described herein for the Districts' Eligible Students; (2) the Districts shall pay DISD, in accordance with and as set forth in Section 19 of this Contract, to reimburse the costs associated with the Districts placement of Eligible Students at CAP; (3) CAP has a maximum capacity of sixty (60) total students and placement of an Eligible Student is contingent upon space availability; and (4) student(s) enrolled in grades 6 -12 in a District who fall under one of the following shall be eligible to attend CAP ("Eligible Student")**:**
   a) A student who is found to have engaged in offenses described in Texas Education Code ("TEC") Section 37.007 resulting in "discretionary" expulsion.
   b) A student who has been erroneously assigned to the JJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory."
   c) A student qualifying under (a) or (b) above, who is or was last enrolled in any Galveston County school district and currently resides in a District.

d) A student who is required to register as a sex offender if placement as CAP is decided pursuant to the provisions set forth under TEC § 37.0081.

Any student arrested and charged with a Title 5 violation, under TEC § 37.0081 shall be assigned to the JJAEP program, not CAP. 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 § 37.0081.

3. Placement of Eligible Students. Until CAP is at its sixty (60) total student capacity, Eligible Students shall be accepted for placement at CAP on a first come first served basis. Placement availability is determined after the District has satisfied the required Admission Procedures, as defined in subsection a – Admission Procedures, below. After 60 students have been placed at CAP, placement shall be allocated in priority order as set forth in subsection b – Capacity Placement Priority, below. When CAP is full and cannot accept additional Eligible Students, the Districts remain responsible for providing Eligible Student(s) with educational services until space becomes available, if at all.

a) Admission Procedures. To determine if a student enrolled in a District is expelled and may qualify for placement as an Eligible Student under section 2 of this Contract, the following apply (collectively "Admission Procedures"):

i. Based on the Texas Education Code, each District has developed its own criteria for discretionary expulsions and the District's criteria shall determine whether its student is expelled.

ii. For CAP to determine if there is space available for a student's placement at CAP, Districts shall notify the CAP Principal of any pending expulsion hearing. In the event, a District expels a student, no later than the second business day after the date the expulsion hearing, the District shall provide notice of the expulsion to CAP, in accordance with and as set forth by TEC § 37.009 and with any other notice or information required by TEC § 37.010 and Texas Family Code § 52.04.

iii. After the expulsion determination is made in the affirmative, the District must provide the CAP Principal with a copy of the order of expulsion which shall (1) adhere to the requirements set forth in TEC § 37.0081(a)(1)&(2) and (2) include the District's Code Of Conduct specifying the behavior(s) resulting in recommendation for placement at CAP (the "Expulsion Order"). Placement of an Eligible Student receiving special education services and/or qualifying for accommodations under Section 504 of the Rehabilitation Act of 1973, shall be determined by the Admission, Review and Dismissal (ARD) Committee of the Eligible Student's District and in accordance with state and federal laws and Section 5 of this Contract.

iv. With the Expulsion Order, the District must send CAP all the following before the expelled student shall qualify, under Section 2 of this Contract, for placement at CAP:

- Parent contact information;
- Expulsion letter signed by a district official authorized to expel students
- Copy of student's Birth certificate;
- Copy of student's social security card or assigned student PEIMS number;
- Student attendance records;
- Students disciplinary records;
- Transfer grades for each class;

- State Assessment summary sheets;
- Current year grade reports (including progress reports, report cards, etc.);
- Current School transcript;
- High School graduation plan;
- Special programs information and appropriate records showing transfer to CAP, including, but not limited to, 504, Special Education, and bilingual ESL;
- Completed Notification to CAP form;
- Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
- Any other additional information requested by the CAP administration.

b) Capacity Placement Priority. When CAP is full, the following order of priority shall control the placement of an Eligible Student at CAP:

i. **Priority One**: A student expelled under TEC section 37.0081 (a) so long as the expelled student shall not be enrolled for an original expulsion period less than 75 days.

ii. **Priority Two**: A student expelled under TEC section 37.007 (b), (c), (f), or (i) so long as the expelled student shall not be enrolled the last two weeks of CAP's Spring semester.

4. Student Placement at CAP Limitations.

a) Notwithstanding a student qualifying under Section 2 of this Contract and a District satisfying Section 3 of this Contract, an Eligible Students that is an adult (i.e., 18 years of age or older), will be placed at CAP to the extent required by the Texas Education Code, federal laws regarding the education of special education students, if applicable, and in CAP's sole discretion.

b) Eligible Students will not be placed at CAP three weeks or less before the end of the Spring semester. Any Eligible Student with an expulsion not enrolled three weeks prior to the end of the semester shall remain at and the responsibility of that Eligible Student's District until the start of the next school year.

c) After an Eligible Student is placed at CAP (hereafter referred to as "CAP Student(s)"). The CAP Student must attend CAP daily or may be removed, in CAP's discretion, for non-attendance.

d) If the CAP Principal or a CAP teacher has concerns that a CAP Student's educational or behavioral needs cannot be met at CAP, the CAP Principal shall provide written notice of those concerns to the CAP Student's District to determine a solution. Further, if CAP has determined it is unable to meet a CAP Student's needs, the CAP Principal may initiate an appeal process to reconsider the CAP Student's placement.

iii. If the CAP Student receives special education services, the CAP Principal shall initiate the appeal process by contacting the CAP Student's District and requesting an ARD committee be convened to consider the appropriate placement of the CAP Student. If the District and its ARD committee determines that placement at CAP is appropriate, the CAP Student shall remain at CAP and the services shall be provided as set forth in Section 5 of this Contract at the District's full financial responsibility.

iv. The appeal process for all other CAP Students shall be conducted by the following three members (collectively the "Appeals Committee"): (1) the Superintendent (or designee) of the CAP Student's District, (2) the Superintendent (or designee) from another District, and (3) the CAP Principal. The Appeals Committee, whenever possible, shall convene and render a decision regarding the CAP Student's placement at CAP within five (5) business days of the CAP Principal's request for an appeal. The Parties agree and

acknowledge that if it is determined by the Appeals Committee that CAP is unable to meet a CAP Student's needs, the Appeals Committee shall have the authority revoke and terminate the CAP Student's placement who will then return to their District.

e) Any CAP Student who did not qualify under Priority 1 may be "bumped" from placement at CAP in reverse priority order.

f) Friendswood ISD is limited to placement of one Eligible Student at CAP. If FISD desires to request placement of additional Eligible Students, the CAP Governing Board will make the such determination.

5. **Special Population Services.** If a District's ARD Committee has recommended the Eligible Student be placed at CAP, the special education instructional and related services will be provided in accordance with this Section.

a) When a District ARD Committee meets for any reason regarding the CAP Student, including the development of an Eligible Student's Individualized Education Plan (IEP) while at CAP, the District shall invite a CAP representative to attend and provide feedback/information as a non-consensus member of the ARD Committee. Further CAP will ensure a CAP representative is available and attends the ARD Committee's meeting for an Eligible Student or CAP Student.

b) Minutes of any ARD meeting falling under subsection a above must be received, with any revised IEP/BIP/accommodation plan, by the CAP Principal before an Eligible Student can be placed at CAP, or for any CAP Student, immediately upon the documents completion.

c) The CAP Student's District remains responsible for any cost of services required by a CAP Student's IEP/BIP/other accommodations (collectively "Special Services"). DISD/CAP shall not incur the added expense necessary to address or accommodate any Special Services. CAP and the CAP Student's District will work together, on a case-by-case basis, to provide necessary and appropriate Special Services.

d) CAP teachers will monitor and document progress of IEP goals.

e) In accordance with the DISD Academic Calendar, CAP will issue progress reports every three weeks and IEP documentation every nine weeks.

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

g) Provision of speech therapy, limited English proficient (LEP), TELPAS observations, and other related services remain the responsibility of the CAP Student's District. Such services may be administered by CAP, if feasible, but in any event if necessary, the District shall provide those services as required by the CAP Student's IEP and law.

h) Districts agree to provide and maintain in good, working condition any assistive technology devices needed by the student(s) and to provide any services required by the student's ARD that are not provided by CAP, including, but not limited to, speech therapy services, dyslexia services, Accelerated Instruction, etc. District, not CAP, is responsible for directly providing or contracting for such devices and/or services. To the extent services are provided by a non-District employee (such as an independent contractor) at CAP, District shall ensure that the service provider has complied with all applicable requirements to provide such services to District's students, including, but not limited to, national criminal history fingerprinting requirements set forth in Tex. Educ. Code Ch. 22, pre-service affidavit requirements of Tex. Educ. Code § 22A.055, and misconduct reporting requirements of Tex. Educ. Code § 22A.052.

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

j) If a CAP Student, receiving services under this Section, is considered for dismissal from CAP, will follow the IDEA and other applicable laws when .

6. Length of Placement. A District shall assign Eligible Students to attend CAP for a period of 75 or 85 days. Prior to the issuance of the Expulsion Order, the District may request, and CAP may through mutual agreement o with the Student's District allow, an Eligible Student to attend CAP for a period of greater or less days. **7. Entrance and Exit.** No Eligible Student shall be accepted or released during the last two weeks of CAP's Fall and Spring semester. An Expulsion Order received, in accordance with Section 3 of this Contract, during the last two weeks of the Fall or Spring semester shall not be considered for the current semester and will be processed for the following semester.

a) CAP Intake**.** Prior to the Eligible Student's placement at CAP the Eligible Student and their parent(s) or guardian(s) must attend, and CAP must conduct an intake conference with the CAP Principal to review CAP requirements and the CAP Code of Conduct and answer any questions. The Parties agree that the CAP Code of Conduct, which outlines staff expectations of students and proper disciplinary actions for violations, shall be incorporated into each Eligible Student's case prior to placement. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan.

b) CAP Exit. Prior to the completion of a placement, the CAP Principal will coordinate with the CAP Student's District to initiate the CAP Student's return to their District campus. Whenever possible, the CAP Student's placement will end at the end of a District's grading period.

8. Accountability/Attendance.

a) For the purpose of accountability under Chapter 39 of the TEC, CAP Students are reported by their Districts the same as any other student enrolled in the Districts.

b) CAP Students are expected to attend as required by compulsory attendance law, pursuant to TEC § 25.085. Further, if the parent of a CAP Student fails to require their child to attend CAP as required by law, the District's attendance officer 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 District is located. CAP Students who fail to attend shall be withdrawn from CAP in accordance with their District's non-attendance policy.

c) All PEIMS reporting requirements for CAP Students remain the responsibility of their District and all ADA funding entitlements generated by CAP placements remain with the District.

d) Each CAP Student's District shall cooperate fully in generating and reporting as required under Chapter 39 of the TEC for accountability purposes.

e) In the event a CAP Student is, (1) declared homeless (or in the process of being declared homeless) or (2) in the process of transferring to another district, the financial and attendance responsibility for the CAP Student remains with their District until the registration/enrollment of the CAP Student in another district is completed.

9. DISD Responsibilities.

a) DISD will provide the facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to CAP Students during the days and times set forth by CAP. DISD may perform the services contracted for herein by using its own employees or independent contractors. DISD will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.

b) DISD shall coordinate the CAP campus site and determine the educational aspects of the CAP.

c) DISD 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 CAP Governing Board. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within DISD.

d) CAP Administration shall be under the direction of the DISD Superintendent or authorized designee(s).

e) DISD will establish the CAP Code of Conduct based on the DISD Code of Conduct.

f) DISD agrees to furnish the Districts with all necessary documentation regarding a CAP Student, including but not limited to, student's attendance, restraint procedures used, disciplinary action, etc.

g) DISD will select and order all instructional materials used at CAP.

h) DISD will provide the Security required at CAP as set forth in Section 11.

i) DISD will fulfill all routine/day-to-day educational and administrative duties required to run CAP.

j) DISD will ensure the CAP Principal and staff regularly review CAP Student's academic progress. Regularly scheduled progress reports and grade reports will be forwarded to parents. For high school CAP Students, CAP shall review the student's progress towards meeting high school graduation requirements and establish a specific graduation plan for the student with their District and the student's parent(s) or guardian(s).

k) DISD will facilitate, provide, and fund (subject to reimbursement by Districts) all goods/services deemed necessary for the operation and physical maintenance of CAP for the Term, including, but not be limited to the items set forth in the CAP Budget.

l) CAP Budget. DISD will prepare a budget reflecting the operational and maintenance costs it anticipates being needed to facilitate the operation of CAP for the Term of this Contract (the "CAP Budget"). The CAP Budget will be prepared in DISD's sole discretion and approved or amended by the Governing Board. No District may require DISD or the Governing Board to amend the CAP Budget. Further, DISD will be reimbursed by Districts for additional expenses incurred by operating CAP during the Term. The CAP Budget shall include, but not be limited to, the following:

   i. 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 DISD
   ii. No fewer than four full time classroom teachers as necessary and advisable for the program
   iii. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1
   iv. Salaries for teachers, substitutes, paraprofessional support functions, administrative functions including site administration.
   v. In lieu of indirect costs, 1/5 of Director of Alternative Education salary, and 1/5 of secretary salary will be charged to participating districts.

vi. Appropriately approved counseling services, social services, behavior coach services, etc.
vii. Supplies or equipment for educational and administrative services
viii. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)
ix. Medical needs or counseling services required for individual students as determined on a case by case basis
x. One Galveston County Sheriff's Deputy hired as an SRO
xi. Actual expenses of CAP utilities
xii. Facility Use Fee, as defined in Section 13

m) DISD will keep record of all CAP costs and the percentage of CAP Students from each District and allocate costs among the Districts on a pro-rata basis.

10. Districts' Responsibilities.

a) Districts shall provide transportation to and from CAP for its CAP Student(s) and District provided/approved transportation is required for placement. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of the District and DISD. CAP Students are not permitted to drive and park vehicles on site.

b) Districts will continue to keep CAP Student(s) enrolled and eligible for Average Daily Attendance. Further, each District retains the responsibility to report District student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

c) Districts will provide CAP with the education components, maintain attendance records, and allocate funding necessary to pay the costs apportioned it.

d) Districts shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) DISD business days prior to student(s)'s first day of attendance at CAP. District agrees to furnish DISD a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by District during the term of this Contract. District shall provide copies of additional records, including District Records, as reasonably requested by DISD.

e) Districts shall provide DISD with current copies of its 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 CAP.

f) Districts shall pay DISD as required by and in accordance with Section 19 of this Contract.

11. Security. DISD shall hire and pay for the cost of a Galveston County Sheriff Deputy to be assigned at CAP and onsite during all CAP hours of operations.

12. CAP Governing Board.

a) The CAP Governing Board is as follows:

i. Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson. The chairperson shall be entitled to vote on any matter before the Governing Board.

ii. Ex-Officio Member: The Director of Alternative Education for Dickinson ISD shall serve as an Ex Officio Member, and shall have no vote.

iii. Members: A representative of each District (Superintendent or their designee) will each be a member of the Governing Board. Each member will have one vote. DISD as Fiscal Agent shall not be eligible to have a representative member on the Governing Board.

b) The Governing Board will meet as deemed appropriate by the Chairperson to monitor and adjust the program. The Governing Board must meet at least annually, with the annual meeting held prior to February 1.

c) Quorum. A simple majority of the Governing Board's members shall constitute a quorum. For purposes of action on any item requiring a vote and majority rules shall apply for all action items.

13. Facility Use Fee. DISD will be reimbursed $1.00 per square foot of the Facility utilized by CAP ("Facility Use Fee"). The Facility Use Fee shall be charged each month for 10 months, the total sum of which shall be calculated and included in the CAP Budget.

14. Testing. The CAP Principal and the CAP Student's District share responsibility for any testing required by the Texas Education Agency, as outlined by the TEA Division of Testing and Accountability. The CAP Student's District remains responsible for any other type of assessment or identification of educational status and need for its CAP Student(s). The following testing holds apply to Eligible Students:

- Fall December STAAR EOC retesting: Packets must be received one week prior to December retesting and Eligible Students enrolled by Wednesday prior to testing.
- Spring: STAAR/EOC testing: Packets must be received one week prior to Spring testing and -Eligible Students enrolled by the Wednesday prior to testing.
- TELPAS testing window must be completed prior to CAP placement.
- Eligible Students expelled prior to the week of state testing or during the week of state testing must test with their District.

15. Student Records; Confidentiality.

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). DISD and District expressly agree that: (1) the services/functions to be provided by DISD are services/functions for which District would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in District's annual notification of FERPA rights

for being school officials with legitimate educational interests in the Student Records; (3) District is under DISD's direct control with respect to District's access to, use of, and disclosure of Student Records as gathered and maintained by DISD; (4) DISD is under District**'s** direct control with respect to DISD's access to, use of, and disclosure of Student Records as gathered and maintained by DISD; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

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

17. **Legal Cost Repayment**. 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.

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

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

20. **Funding Costs**. The expenses of CAP shall be funded by the Districts' payment of reimbursement costs as set forth in Attachment A – Funding Costs and Payments, attached and incorporated herein ("Funding Costs") .

21. **Invoices and Payments.** In consideration of the services provided herein, DISD will invoice each District for the Funding Costs and District agrees to pay DISD for Funding Costs. Payment by Districts will be due not later than 45 days after receipt of an invoice from DISD. Invoices will be sent to Districts at the address provided by each at its signature line for this Contract. Districts will remit payment to DISD via electronic funds transfer or mailed check, payable to *Dickinson Independent School District*, sent to the following address:

    Dickinson Independent School District
    Attn: Business Services

PO Drawer Z
Dickinson, TX 77539

Districts paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party. The source of funding for this Contract will be from District State (federal, state or local) funds. The parents of CAP Students shall not be charged for placement at CAP or the services provided under this Contract.

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

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

24. **Notice.** Any notice provided under the terms of this Contract by any Party shall be in writing and may be sent via electronic message to the other Party/Parties.

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

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

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

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

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

30. **Force Majeure.** Neither DISD nor District shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or

indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

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

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

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

34. **Entire Agreement.** This Contract contains and embraces the entire agreement among the Parties regarding CAP, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the Parties, unless such agreement by expressed in writing, signed and acknowledged by all Parties.

IN WITNESS THEREOF, DISD and the Districts have executed this Contract to be effective as of the date of execution by all Parties ("Effective Date").

Agreed to by DISD:

Dickinson Independent School District

2218 FM 517 East
Dickinson, TX 77539

By: _____
(Signature)

Printed Name: _____

Date: _____

Title: _____

Address: _____ By: _____
(Signature)

Agreed to by Districts:

Friendswood Independent School District

302 Laurel Drive
Friendswood, TX 77546

By: _____
(Signature)

Printed Name: _____

Date: _____

Title: _____

Galveston Independent School District

PO Box 660
Galveston, TX 77550

By: _____
(Signature)

Printed Name: _____

Date: _____ Title: _____

Hitchcock Independent School District

7801 Neville Road, Building B
Hitchcock, TX 77563

By: _____
(Signature)

Printed Name: _____

Date: _____ Title: _____

Santa Fe Independent School District

4133 Warpath
Santa Fe, TX 77510

By: _____
(Signature)

Printed Name: _____

Date: _____ Title: _____

Texas City Independent School District

1700 Ninth Avenue North
Texas City, TX 77590

By: _____
(Signature)

Printed Name: _____

Date: _____ Title: _____

Attachment A
CAP Funding Costs and Payments

The Parties acknowledge and agree that the costs and payments related to CAP and this Contract are as set forth below. Further each District agrees to pay its costs for participating in CAP to DISD as set forth in this Attachment A and in accordance with Section 21, Invoices and Payments, of the Contract.

a) Projected Cost Fixed Payment. One-half (50%) of the annual projected operating cost for CAP (as set forth in the CAP Budget approved by the Governing Board) will be paid to DISD ("Projected Cost"). Each District that is a Party to this Contact will pay a portion of the Projected Cost, which is based on each Districts' percentage of ADA Calculations as determined by the June 2026 PEIMS report ("Projected Cost Fixed Payment"). DISD shall invoice Districts for their Projected Cost Fixed Payment after September 1, 2026.

b) Actual Cost Variable Payment. The actual operating cost for CAP (the CAP Budget approved by the Governing Board + additional expenses specifically incurred by DISD in its operation of CAP) shall be calculated by DISD at the completion of the Term and one-half (50%) of that actual operating cost will be reimbursed to DISD ("Actual Cost"). Each District shall pay DISD its portion of the Actual Cost owed, which is calculated based on each District's CAP Student enrollment percentage during the Term ("Actual Cost Variable Payment"). At the completion of the Term, DISD shall calculate and invoice the Actual Cost Variable Payment owed by each District based on the 2027 PEIMS Summer Collection.

c) Facility Renovation Costs. Before or during the Term, DISD will be responsible for completing and paying the cost of any reasonable renovations to the Facility, which are required to facilitate CAP. Districts acknowledge and agree that the costs incurred by DISD for such required CAP related renovations shall be reimbursed to DISD by the Districts payment of a prorated portion of the cost. The CAP Board shall keep record of all such costs and at the completion of the Term, the total sum shall be divided among all Districts to determine the prorated cost that shall be invoiced to each District.

d) Special Population Services Costs. Districts acknowledge and agree that any additional expenses incurred by DISD as Fiscal Agent because of services provided to a CAP Student in accordance with Section 5-Special Population Services by CAP, shall be paid by the CAP Student's District. When possible, DISD will share that cost among District's with CAP Students receiving the same services at a pro-rata rate, otherwise, DISD shall invoice the District that has its CAP Student(s) receive additional services agree to reimburse DISD for the cost incurred by CAP for providing the Special Population Services. Any costs owed by a District pursuant to this section will be charged to the District(s) after the CAP Student's placement has ended via invoice sent by DISD.

e) Friendswood ISD is not subject to the costs set forth in the foregoing sections (a)-(d). Friendswood is limited to one Eligible Student placement at CAP. During the Term, Friendswood ISD will be charged daily rate of $46 for its CAP Student, charged for each day of the placement regardless of whether the student is present or absent. DISD will invoice Friendswood ISD for its CAP Student upon termination/completion of the CAP Students placement or end of the school year..

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: 2024-2025 Teacher Incentive Allotment

Agenda Item: Kimberly Rich

Background Information:

The Teacher Incentive Allotment (TIA), created by House Bill 3 in 2019, rewards high-performing teachers with state stipends ranging from $3,000 to over $36,000 depending on designation and campus assignment.

Dickinson ISD began working toward this opportunity in 2021, and after earning Phase One approval from the Texas Education Agency, the number of designated teachers continues to grow. This year, 56 DISD teachers were awarded a new or higher designation and state-funded stipend.

The designation (Recognized, Exemplary, or Master) remains valid for five years and counts toward the Teacher Retirement System. Beyond financial reward, the TIA strengthens recruitment and retention by honoring excellence in teaching.

The DISD TIA program grew from 33 designated teachers generating $316,914 in funding in 2024 to 110 designated teachers generating $1,060,741 in funding in 2026.

Recommendation:

The Superintendent, Executive Director for Human Resources, and the Director of Federal & State Programs submit the 2024-2025 Teacher Incentive Allotment rewards for review.

Action Item: _____**Yes** __√__**No**

TIA DATA
2025-2026

NEW DESIGNATIONS - May 2026

NEW Teachers Designated (24-25 Data)	56
Total Money Received May 2026	492,791
Total Recognized	24
Total Exemplary	22
Total Master	10

CAMPUS	Recognized	Exemplary	Master
DHS	2	4	0
DCC	0	0	0
DJHS	0	1	0
KJHS	5	3	1
MJHS	1	0	1
BMS	2	1	1
DMS	2	2	1
KELE	1	1	0
LES	3	5	2
JSES	3	1	2
HRES	1	1	0
BCES	2	2	0
SLES	0	0	0
CRES	2	1	2

TIA DATA
2025-2026

ALL DESIGNATIONS - May 2026

Total Teachers Designated as of May 2026	110
Total Money Received May 2026	1,060,741
Total Recognized	39
Total Exemplary	44
Total Master	27

CAMPUS	Recognized	Exemplary	Master
DHS	5	7	1
DCC	1	0	1
DHJS	1	4	0
KJHS	5	4	3
MJHS	1	0	1
BMS	3	2	2
DMS	4	3	2
KELE	2	2	1
LES	6	8	5
JSES	5	3	2
HRES	1	2	0
BCES	2	3	1
SLES	1	2	3
CRES	2	4	5

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Appraisal Calendar

Agenda Item: Kimberly Rich

Background Information:

The District Appraisal Calendar for the 2026-2027 school year is attached for the Board's review and approval.

Recommendation:

The Superintendent, Executive Director for Human Resources, and the Director of Early Learning and Professional Development recommend approval of the District Appraisal Calendar for the 2026-2027 school year.

Action Item: **__√__Yes** **_____No**

Motion made by _____ seconded by _____ vote _____

Dickinson Independent School District

T-TESS Appraisal Calendar | 2026–2027

Dickinson ISD shall establish an annual teacher-appraisal calendar and provide it to teachers within three weeks of the first day of instruction. The appraisal period for each teacher must include all days of the teacher's contract. Observations must occur during the required student instructional days within the school year.
The appraisal calendar shall:

1. Exclude formal observations during the two weeks following completion of the appraisal orientation.
2. Prohibit observations on the last instructional day before an official holiday or on any other day deemed inappropriate by the Dickinson ISD Board of Trustees.
3. Include an end-of-year conference period that concludes no later than 15 working days before the last instructional day for students.

Appraisal Training

Initial T-TESS appraisal training for all teachers will be provided face-to-face during Back-to-School Week and completed no later than September 4, 2026.

Timeline and Observation Limitations

Date/Deadline	Requirement or Activity
August 13–26, 2026	First two weeks of school: Informal classroom walkthroughs only. No formal observations. Preliminary Goal-Setting and Professional Development Plans submitted.
No later than September 18, 2026	All Beginning-of-Year conferences completed and final Goal-Setting and Professional Development Plans submitted in Eduphoria.
March 19, 2027	Schedule summative/end-of-year conferences, send calendar invitations, and remind teachers to do GSPD Part II.
April 2, 2027	Goal-Setting and Professional Development Plan Part II due.

April 5-30, 2027	Make sure that there are (3) 15 minute walkthroughs, (1) 45 minute observation, and summative evaluation/end-of-year conferences completed for all T-TESS teachers. .
May 6, 2027 (at least 15 working days before the last day of instruction)	Ensure all required appraisal information is finalized and entered in Eduphoria.
May 27, 2027	Last day of instruction for students.

Holiday Exemption Dates

Formal observations may not be conducted on the following dates immediately before or after an official holiday. A teacher may voluntarily waive the date following a holiday and schedule an observation.

Month	**Exemption Dates**
September 2026	September 4 and 8
October 2026	October 7 and 14
November 2026	November 20 and 30
December 2026	December 18
January 2027	January 6, 15, and 19
February 2027	February 10 and 16
March 2027	March 5, 16, 25, and 29
April 2027	April 29

Additional Guidelines

- Campus administrators reserve the right to conduct pre-conferences before formal observations.
- Each campus administrative team is responsible for providing annual campus T-TESS training and appraisal training for employees hired after the initial district training.
- Campuses may establish an earlier deadline for submission of the Goal-Setting

and Professional Development Plan Part II.

- A teacher may waive the observation restriction for the instructional day following a holiday and voluntarily schedule an observation on that date.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Approval of Agenda Item A-B

Agenda Item: Dr. Rebecca Brown

Background Information:

Agenda Items:

A. Sam Vitanza Stadium Rules 2026-2027
B. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-B.

Action Item: ___√___Yes _____No

Motion made by _____ seconded by _____ vote _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Sam Vitanza Stadium Safety Rules

Agenda Item: Robert Cobb

Background Information:

A copy of the Sam Vitanza Stadium Safety Rules (2026-2027) is provided for your review. The written rules have no changes from last year, and we will be using metal detectors at the stadium again this year.

Recommendation:
The Superintendent and Executive Director for Student Support Services recommend approval of the Sam Vitanza Stadium Rules for 2026-2027.

Action Item: __X___ Yes_____ No

Sam Vitanza Stadium
Student/Spectator Safety Rules

During attendance at our athletic events, spectator safety is the district's primary concern. To promote the safety and well-being of all stadium guests, Dickinson ISD has established the following rules and procedures for all stadium activities. These policies were approved by the Board of Trustees and will be enforced at all times to keep fans safe and students well supervised.

- All tickets will be sold online using gofan.co. Gates will open 1 hour prior to the game time for spectators. Home fans will enter through the main stadium gate, and all visitors will enter through "C Gate." No ticket refunds will be given.
- The home side middle section with chair backs is reserved. Students/spectators without reserved seats are not allowed to sit in this section.
- All fans will be subject to the stadium's clear bag policy. No backpacks, diaper bags, camera bags, large purses, etc. are allowed in the stadium. All bags are subject to search.
- Law prohibits firearms and weapons of any kind.
- Alcoholic beverages, controlled substances, and the use of tobacco products in any form, including vaporizers/ecigs are strictly prohibited at the stadium and on all school district property. State law and school district policies will be in effect.
- All elementary, middle school, and junior high students must be accompanied by a parent or adult guardian or they will not be admitted into the stadium.
- Parents or adult guardians are responsible for their elementary, middle school, and junior high students' behavior during the event. This includes while in the stands watching the game and when going to the restroom or concession stand areas. Junior High students must wear their current school ID during the game.
- All high school students must wear their current school ID to enter the stadium and while attending the game. High school students will remain in the designated student section.
- Running in the stands and throwing food, drinks, or any other items is not permitted.
- Noisemakers (shakers, cowbells, whistles, airhorns, etc.), confetti, balloons, pyrotechnic devices, fireworks, baby strollers, skateboards, bicycles, coolers, outside food or drinks are not allowed in the stadium. *(Band, drill team, cheerleaders, JAFROTC, student media team may bring food/drinks to their specific area.)*
- No loitering will be permitted. All students/spectators must sit in the stands and keep off the rails. Aisles must be kept clear at all times. Congregating under the bleachers or by the restroom/concession areas before, during, or after the game will not be permitted.
- All signs and banners must be to promote the school team and program. No negative signs toward the opponent will be permitted, and no signs may be hung from the top rail fence. At the conclusion of the event, designated personnel from each school must remove all signage, tape, and straps.
- Students/spectators who leave the stadium are not allowed to return to the event (unless they purchase another ticket), and they must leave the stadium and high school grounds.
- No one will be allowed on the field or track during or after games unless authorized by the Stadium Manager. Sideline access is restricted to team personnel and other approved, credentialed individuals.
- Food, drinks, (other than water and sports drinks), gum, and sunflower seeds are prohibited on the field and track.
- The Student Handbook and Code of Conduct will be in effect for all DISD students attending stadium events. This means students may face additional disciplinary consequences at school.
- Students/spectators who violate stadium rules and refuse to comply with law enforcement or stadium officials' directives will be escorted from the stadium, will not be allowed re-admittance, and may be banned from the stadium for the remainder of the school year.

Thank you for helping us make your experience at Sam Vitanza Stadium the best it can be. ***Go Gators!***

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 24, 2026

Item Title: Consent Agenda Items

Agenda Item: Dr. Rebecca Brown, Superintendent

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

- Budget Amendments/Adjustments for July 22, 30 and August 6, 13, 2026
- New Hires for the week of July 20, 2026
- Out of State Travel DHS Band, NYC
- Out of State Travel DHS Choir, Disney World
- New Hires for the week of July 27, 2026
- Campus Fundraising Request-DHS c/o 2028, DHS Girls TF
- Out of State Travel FNS AmTab Nutrition Leaders Symposium, Chicago
- July 20, 2026 Minutes
- New Hires for the Week of August 10, 2026
- Donations to DHS c/o 2027 and LES
- Campus Fundraising Requests LES and SLES

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

Action Item: ___√___ **Yes** _____ **No**