



Special Board Meeting

Thursday, July 31, 2025 at Immediately following Board Workshop
John F. Barron Administration Building - Board Room
240 N. Crockett Street
San Benito, Texas 78586

This shall provide general notice that, during the course of the meeting, the Board may elect to discuss any item on the agenda in closed session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E.

Please note that members of the Board may participate remotely, pursuant to Texas Government Code 551.127 by video conference at this meeting. However, a physical quorum of the Board shall be present at the meeting location.

This shall also provide notice that any item listed as a closed session agenda item may be moved to open session.

1. Opening of Meeting

1.1. Roll Call, Establish Quorum

- _____ Dr. Ariel Cruz-Vela, Board President
- _____ Crystal Hernandez, Board Vice-President
- _____ Israel Villarreal, III, Board Secretary
- _____ Rudy Corona, Board Trustee
- _____ Frutoso M. Gomez, Jr., Board Trustee
- _____ Orlando López, Board Trustee
- _____ Alex Reyna, Board Trustee
- _____ Alfredo Perez, Superintendent of Schools
- _____ Tony Torres, Board Attorney

2. Public Comment

3. Action Agenda

- 3.1. Discussion and Possible Approval of BCBS Employee Group Health Insurance Plan for 2025-2026 School Year

3.2. Discussion and Possible Approval of Purchases over \$50,000

3.3. Discussion and Possible Approval of Revisions to Board Policy DNA(LOCAL)

3.4. Discussion and Possible Approval of Revisions to Board Policy of EIC(LOCAL)

3.5. Discussion and Possible Approval of Revisions to Board Policy of FNCE(LOCAL)

3.6. Discussion and Possible Approval of Revisions to Board Policy FD(LOCAL)

3.7. Discussion and Possible Approval of the Acceptable Use Agreement

3.8. Discussion and Possible Approval of Revisions to the 2025-2026 Compensation Plan

3.9. Discussion and Possible Approval of the Student Code of Conduct for the 2025-2026 School Year

3.10. Discussion and Possible Approval of the Student Handbook for the 2025-2026 School Year

3.11. Discussion and Possible Approval of the Employee Handbook for the 2025-2026 School Year

3.12. Discussion and Possible Approval of the 2025-2026 Texas Principal Evaluation Support System (T-PESS) Appraisers

3.13. Discussion and Possible Approval of the 2025-2026 Texas Principal Evaluation Support System (T-PESS) Calendar

4. Closed Meeting

In accordance with Texas Government Code (Open Meetings Act) the Board may move into closed session for the following reasons:

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

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

4.1. Employment, Resignation(s), Retirement(s), and Termination(s)

4.2. Discussion and Consideration of Employment of After-School Program Director

5. Reconvene into Open Session

Reconvene Into Open Session, and Possible Action on Matters Considered in Closed Session, if necessary

5.1. Employment, Resignation(s), Retirement(s), and Termination(s)

5.2. Discussion and Possible Approval of After-School Program Director

6. Closing of Meeting

6.1. Adjournment

This notice for this meeting was posted in compliance with the Texas Open Meeting Act on July 28, 2025, by 4:30 PM.



Request Approval of Renewal with Blue Cross Blue Shield of Texas for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Renewal of Blue Cross Blue Shield of Texas for the 2025-2026 School Year

Rationale:

Renewal of BCBS of Texas 2025-2026 school year

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Erika Echartea, Executive Director of Administrative Services

Board Policy Reference and Compliance:



Discussion, Consideration, and Possible Approval regarding Purchases of over \$50,000.

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Purchases of \$50,000 or more for purchases of goods or services as presented.

Rationale:

Purchases of \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Paperwork Impact:

No additional paperwork required.

Budgetary Information:

Funds have been budgeted for the 2025-2026 school year.

Resource Personnel:

Monica Mata, Chief Financial Officer
Alfredo Perez, Acting Superintendent of Schools

Board Policy Reference and Compliance:

This item is in compliance with Board Policy CH(LOCAL).



Office of Academics Instructional Resources Over \$50K for 25-26
July 31, 2025

Date Submitted	Department	Vendor	Account	Amount
07.14.25	OAS C & I	Amplify Education Tutoring	211-E-11-6397-00-XXX-6-30-801	\$34,430.00
07.14.25	OAS C & I	Amplify Education Boost	211-E-11-6397-00-XXX-6-30-801	\$38,271.50
07.14.25	OAS Assessment	Branching Minds	199-E-11-6397-00-801-30-000	\$77,750.00
07.14.25	OAS C & I	Curriculum Associates - iReady	410-E-11-6321-00-999-4-11-000	\$233,120.50
		Curriculum Associates - iReady	410-E-13-6299-00-999-4-11-000	\$43,700.00
07.14.25	OAS Bilingual	Curriculum Associates - Ellevation	199-E-11-6397-00-999-0-25-000	\$31,849.50
07.14.25	OAS C & I	Houghton Mifflin Harcourt - Writable	410-E-6321-00-999-4-11-000	\$81,672.00
07.14.25	OAS C & I	Imagine Learning - Edgenuity	211-E-11-6397-00-XXX-6-30-801	\$114,274.00
07.14.25	OAS C & I	IXL	211-E-11-6397-00-XXX-6-30-801	\$105,287.50
07.14.25	OAS C & I	SAVVAS-Social Studies (2 years)	410-E-6321-00-999-4-11-000	\$132,236.10



REQUEST FOR APPROVAL FOR RENEWAL OF LICENSES AND SERVICES

VENDOR:

Amplify Education

ITEMS:

Amplify Tutoring Texas Annual Student License, GK-2 – Quantity (\$1,565) (\$22.00 Each) - \$34,430.00

Total Cost: \$34,430.00

TARGETED GOAL:

Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness

Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels

Objective 1.2: Equip all students with the academic, technical, and experimental readiness to successfully transition into college, career, or military pathways.

Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:

211-E-11-6397-00-101-6-30-801 - \$3,734.00
211-E-11-6397-00-103-6-30-801 - \$4,560.00
211-E-11-6397-00-104-6-30-801 - \$2,807.00
211-E-11-6397-00-108-6-30-801 - \$1,663.00
211-E-11-6397-00-109-6-30-801 - \$2,616.00
211-E-11-6397-00-110-6-30-801 - \$3,089.00
211-E-11-6397-00-112-6-30-801 - \$4,133.00
211-E-11-6397-00-114-6-30-801 - \$3,797.00
211-E-11-6397-00-115-6-30-801 - \$2,989.00
211-E-11-6397-00-116-6-30-801 - \$2,044.00
211-E-11-6397-00-117-6-30-801 - \$2,998.00

Total Cost: \$34,430.00

PURCHASING METHOD:

TIPS Contract # 210902



Price Quote

Amplify

Quote #:

Q-527507-1

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Date:
Expires On:
Delivery Service Level:

07/09/2025
08/31/2025
Standard

Customer Contact Information

Cathy Abrego
San Benito Cons Ind Sch Dist
(956) 361-6601
cabrego@sbcisd.net

Amplify Contact Information

Hector Gomez
Account Executive
hgomez@amplify.com

Intervention individual student licenses

Intervention

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Tutoring Texas Annual Student License, GK-2	1,565.00	\$22.00	\$34,430.00
TOTAL			\$34,430.00

GRAND TOTAL

\$34,430.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 09/01/2025 until 08/31/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:

- Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

For Texas customers purchasing mCLASS

Customer acknowledges that Texas LEAs are required to submit beginning-of-year (BOY) multidimensional kindergarten data ("LEA Data") to TEA pursuant to Texas Education Code §§28.006 and 29.161, (ii) TEA authorized Amplify as the state alternative kindergarten diagnostic and that (iii) pursuant to the Family Educational Rights and Privacy Act (FERPA), TEA may have access to student-identifiable data subject to FERPA without parental consent in accordance with sections 99.31(a)(3) (iv) and 99.35 of title 34 of the Code of Federal Regulations. Customer hereby requests and authorizes Amplify to provide LEA Data to TEA on an annual basis on behalf of the LEA. Customer acknowledges and agrees that this authorization covers all participating LEA schools and programs, and that no additional approvals or releases are required from those schools. Amplify will not have control over LEA Information following its disclosure to TEA, and Amplify does not own TEA's or the LEA's data at any time.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](https://www.amplify.com/acceptable-use) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO

CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



REQUEST FOR APPROVAL FOR RENEWAL OF LICENSES AND SERVICES

VENDOR:

Amplify Education

ITEMS:

Boost Reading Texas GK-2 Student Licenses - 1 YR Qty. 1,565.00 (\$21.10 each) - \$33,021.50

Boost Lectura Add On Student Licenses - 1YR Qty. 525 (\$10.00 each) - \$5,250.00

Total Cost: \$38,271.50

TARGETED GOAL:

Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness

Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels

Objective 1.2: Equip all students with the academic, technical, and experimental readiness to successfully transition into college, career, or military pathways.

Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:

211-E-11-6397-00-101-6-30-801 - \$3,581.00 Lectura - \$569.00

211-E-11-6397-00-103-6-30-801 - \$4,374.00 Lectura - \$695.00

211-E-11-6397-00-104-6-30-801 - \$2,692.00 Lectura - \$428.00

211-E-11-6397-00-108-6-30-801 - \$1,595.00 Lectura - \$254.00

211-E-11-6397-00-109-6-30-801 - \$2,509.00 Lectura - \$399.00

211-E-11-6397-00-110-6-30-801 - \$2,962.00 Lectura - \$471.00

211-E-11-6397-00-112-6-30-801 - \$3,964.00 Lectura - \$630.00

211-E-11-6397-00-114-6-30-801 - \$3,642.00 Lectura - \$579.00

211-E-11-6397-00-115-6-30-801 - \$2,867.00 Lectura - \$456.00

211-E-11-6397-00-116-6-30-801 - \$1,961.00 Lectura - \$312.00

211-E-11-6397-00-117-6-30-801 - \$2,875.00 Lectura - \$457.00

Total Cost: \$38,271.50

PURCHASING METHOD:

TIPS Contract #210902



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-527486-1
Date: 07/09/2025
Expires On: 08/31/2025
Delivery Service Level: Standard

Customer Contact Information

Cathy Abrego
San Benito Cons Ind Sch Dist
(956) 361-6601
cabrego@sbcisd.net

Amplify Contact Information

Hector Gomez
Account Executive
hgomez@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Boost Reading Texas GK-2 Student License - 1yr (2025-2026)	1,565.00	\$21.10	\$33,021.50
Boost Lectura Add On Student License - 1yr (2025-2026)	525.00	\$10.00	\$5,250.00
TOTAL			\$38,271.50

GRAND TOTAL

\$38,271.50

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 08/01/2025 until 07/31/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:

- Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products

in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of

the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies

of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



REQUEST FOR APPROVAL TO PURCHASE K-12 RTI/MTSS PLATFORM

VENDOR:

Branching Minds

ITEMS:

BRM Platform Annual Licenses \$9.00 per student = \$62,055.00

Standard Success Package (16) = \$8,800.00

DESSA SEL Assessment Licenses \$1.00 per student = \$6,895.00

Total: \$77,750.00

TARGETED GOAL:

Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness

Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels Objective 1.2: Equip all students with the academic, technical, and

experimental readiness to successfully transition into college, career, or military pathways.

Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:

IMA Funds: 199-E-11-6397-00-801-30-000 - \$77,750.00

PURCHASING METHOD:

Choice Partners Contract # 25/018MF-09



San Benito Consolidated Independent School District, TX Partnership Proposal July 1, 2025 - June 30, 2026 (1 Year)

Quote created: July 9, 2025 Reference: 20250709-200222443

San Benito Consolidated Independent School
District
240 North Crockett Street
San Benito, Texas 78586
United States

Cathy Abrego
cabrego@sbcisd.net
(956) 361-6132

We understand that RTI/MTSS is a system-level practice intended to support *all* students in fluid and evolving ways, therefore BRM works with schools and districts at a systems-level. Below please find an overview of a way to get started with Branching Minds.

Partnerships with BRM includes the following:

- **Platform:** Licenses for all teachers, support staff, and administrators to support all students included in school/district enrollment (tiers 1, 2, 3 + students with IEPs, 504 Plans, and enrichment needs).
- **Integrations and ongoing customer support:** Included as part of your success package (details included below).
- **PD and Coaching:** A minimum amount of professional development is required for successful BRM implementation. Additional PD and coaching are available for RTI/MTSS infrastructure work and any related RTI/MTSS needs.
- **Infrastructure support:** RTI/MTSS audits (Roots Reports) and Handbook alignment/development coaching.

Success Package:

- Access to the MTSS Hub on-demand learning platform (LMS)

- Learning modules, tutorials, and videos to support educators as they configure and navigate the BRM platform and improve their MTSS practice
- Access to Best Practice Guides
- Key Contact(s) Adoption Planning with dedicated Professional Service Manager (up to 2 hours)
- Dedicated Customer Success Manager
- Beginning, middle and end of year meetings
- Ongoing check-in meetings
- Milestone celebration
- Annual Impact Report
- Invitation to Regional MTSS Consortium
- In-app live chat support during business hours)
- Access to Branching Minds Help Center
- Dedicated Data Implementation Specialist during onboarding
- Project Plan with embedded district-specific Data Sharing Guide
- Help documentation
- Access to the MTSS Hub On-Demand Learning Platform – configuration and technical data implementation courses
- Weekly check-in meetings during onboarding
 - Data ingestion and validation
 - Platform configuration
- Data Integration
 - Rostering (staff, students, demographic fields, student flags, custom tags)
 - Early Warning System/Graduation Risk Report (attendance, behavior and course marks)
 - Assessment (screeener, benchmark and progress monitoring)
- Data Extraction
 - Data extracts shared from Branching Minds to district via flat file (district responsible for mapping)
- Access to BRM Newsletter, Blogs, Podcast & Webinars
- Invitation to BRM MTSS Community
- 10 Tickets to BRM's Annual MTSS Summit
- Invitation to co-present with BRM in conferences and webinars

Cassandra McKay - Senior Customer Success Manager Branching Minds



Products & Services

Item & Description	Item Quantity	Unit Price	Total
<p>BRM Platform Licenses PK-12</p> <p>Student profiles and staff licenses created for all students and staff at partnering schools July 1, 2025 - June 30, 2026</p>	6,895	\$9.00 / year	\$62,055.00 / year for 1 year
<p>Success Package</p> <p>The Branching Minds Success Package provides support and services that lead to a successful implementation of a school system's MTSS practice and its MTSS management system (the BRM platform) July 1, 2025 - June 30, 2026</p>	16	\$550.00 / year	\$8,800.00 / year for 1 year
<p>DESSA SEL Assessment Licenses</p> <p>Access to a suite of social-emotional learning assessments, including the DESSA and DESSA-mini for students in grades K-8 and the DESSA High School Edition and DESSA High School Edition-mini for students in grades 9-12 July 1, 2025 - June 30, 2026</p>	6,895	\$1.00 / year	\$6,895.00 / year for 1 year
		Annual subtotal	\$77,750.00
		Total	\$77,750.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Cathy Abrego
cabrego@sbcisd.net

Verify to sign

Cassandra McKay
cassandra.mckay@branchingminds.com

Verify to sign

Unless signed this quote expires on: July 15, 2025

This contract begins on July 1, 2025 and will terminate on June 30, 2026.

Branching Minds Commitment to Purchase

Please accept this commitment to purchase the above products and services. We understand that upon signature of this Purchase Agreement by the district representative, we will be immediately licensed to use the Branching Minds programs outlined above, and be entitled to the services available under the terms of the executed Purchase Agreement.

I agree that use of the Branching Minds programs and services available under the terms of the executed Purchase Agreement are governed by the Master Subscription Agreement, available at <https://www.branchingminds.com/msa>, which is incorporated by reference hereto.

We, the undersigned, respectfully submit this Letter of Commitment for your acceptance, and attest that we are a designated agent for San Benito CISD.

Questions? Contact me



Cassandra McKay

Senior Customer Success Manager
cassandra.mckay@branchingminds.com
+15124174239

Branching Minds

157 Columbus Avenue, 4th Floor
New York, NY 10023
USA



REQUEST FOR APPROVAL TO PURCHASE INSTRUCTIONAL MATERIALS

VENDOR:

Curriculum Associates

ITEMS:

i-Ready- \$233,120.50

Toolbox - \$0.00 \$0.00

Professional Learning - \$43,700.00

i-Ready Partners Services - \$0.00

Total Cost: \$276,820.50

TARGETED GOAL:

Goal 1: SBCISD will increase academic achievement for all students and thus closing the gap between

student populations in pursuit of advanced performance. Performance Objective 1: ESSA: By June 2024 80% of all students, with a concentrated effort on all special populations, will meet established standards on the state assessments.

FUNDING SOURCE:

410-E-11-6321-00-999-4-11-000 - \$233,120.50

410-E-13-6299-00-999-4-11-000 - \$43,700.00

Total:\$276,820.50

PURCHASING METHOD:

REGION 19 ALLIED STATES COOPERATIVE Contract# 20-7373

Curriculum Associates®

Prepared For:

Diana Atkinson
San Benito CISD
240 N Crockett St,
San Benito, TX 78586

Math & Reading: i-Ready Assessment + Instruction + Toolbox

5/1/2025

Dear Diana Atkinson,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2025-2026 Quote ID: 417077.9 Quote Valid through: 12/31/2025

Product	List Price	Net Price
i-Ready	\$245,390.00	\$233,120.50
Toolbox	\$0.00	\$0.00
Professional Learning	\$51,200.00	\$43,700.00
i-Ready Partners Services	\$28,000.00	\$0.00
List Total:		\$324,590.00
Savings:		\$47,769.50
Shipping/Tax/Other:		\$0.00
Total:		\$276,820.50

Thank you again for your interest in Curriculum Associates.

Sincerely

Ale Gonzalez
(956) 566-2077
alegonzalez@cainc.com

i-Ready Partners Services Includes:

- *Initial Implementation Services:* Provisioning, Initial Rostering, Hosting, Technology Assessment
- *Implementation Management:* Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- *Staff Development Consultation and Resources:* Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources
- *Technical Support:* Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 417077.9

Date: 5/1/2025

Quote Valid through: 12/31/2025

Prepared For:

Diana Atkinson
 San Benito CISD
 240 N Crockett St,
 San Benito, TX 78586
 datkinson@sbcisd.net
 9563616100

Your Representative:

Ale Gonzalez
 (956) 566-2077
 alegonzalez@cainc.com

Math & Reading: i-Ready Assessment + Instruction + Toolbox

Angela Leal ES 33356 Fm 732, San Benito, TX 78586

Total Building Enrollment: 323, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	K-8	14942.0	1	\$8,550.00	\$8,122.50	\$8,122.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	323	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	162	\$35.00	\$33.25	\$5,386.50
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	165	\$0.00	\$0.00	\$0.00
Subtotal:						\$13,509.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,509.00

Berta Cabaza MS 2901 Shafer Rd, San Benito, TX 78586

Total Building Enrollment: 741, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	K-8	15004.0	1	\$23,970.00	\$22,771.50	\$22,771.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	741	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$22,771.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$22,771.50

Collegiate Academy 2115 N Williams Rd, San Benito, TX 78586

Total Building Enrollment: 92, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	Multiple	13087.0	92	\$35.00	\$33.25	\$3,059.00
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	92	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	92	\$35.00	\$33.25	\$3,059.00
Subtotal:						\$6,118.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$6,118.00

Downs ES 1302 N Dick Dowling St, San Benito, TX 78586

Total Building Enrollment: 335, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	K-8	14942.0	1	\$8,550.00	\$8,122.50	\$8,122.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	335	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	168	\$35.00	\$33.25	\$5,586.00
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	170	\$0.00	\$0.00	\$0.00
Subtotal:						\$13,708.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,708.50

Dr C M Cash ES 400 Ponciana St, San Benito, TX 78586

Total Building Enrollment: 520, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	K-8	14944.0	1	\$14,330.00	\$13,613.50	\$13,613.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	520	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	260	\$35.00	\$33.25	\$8,645.00
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	240	\$0.00	\$0.00	\$0.00
Subtotal:						\$22,258.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$22,258.50

Dr Raul Garza Jr ES 845 8th St, San Benito, TX 78586

Total Building Enrollment: 370, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	K-8	14943.0	1	\$12,180.00	\$11,571.00	\$11,571.00
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	370	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	185	\$35.00	\$33.25	\$6,151.25
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	160	\$0.00	\$0.00	\$0.00
Subtotal:						\$17,722.25
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$17,722.25

Frank Roberts ES 451 Biddle St, San Benito, TX 78586

Total Building Enrollment: 245, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	K-8	14942.0	1	\$8,550.00	\$8,122.50	\$8,122.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	245	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	123	\$35.00	\$33.25	\$4,089.75
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	120	\$0.00	\$0.00	\$0.00
Subtotal:						\$12,212.25
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,212.25

Fred Booth ES 705 Zaragosa St, San Benito, TX 78586

Total Building Enrollment: 345, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	K-8	14942.0	1	\$8,550.00	\$8,122.50	\$8,122.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	345	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	173	\$35.00	\$33.25	\$5,752.25
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	170	\$0.00	\$0.00	\$0.00
Subtotal:						\$13,874.75
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,874.75

Judge Oscar De La Fuente Es 2700 S Sam Houston St, San Benito, TX 78586

Total Building Enrollment: 245, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	K-8	14942.0	1	\$8,550.00	\$8,122.50	\$8,122.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	245	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	123	\$35.00	\$33.25	\$4,089.75
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	120	\$0.00	\$0.00	\$0.00
Subtotal:						\$12,212.25
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,212.25

La Encantada ES 35001 Fm 1577, San Benito, TX 78586

Total Building Enrollment: 388, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	K-8	14943.0	1	\$12,180.00	\$11,571.00	\$11,571.00
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	388	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	194	\$35.00	\$33.25	\$6,450.50
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	192	\$0.00	\$0.00	\$0.00
Subtotal:						\$18,021.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,021.50

La Paloma ES 35076 Padilla St, San Benito, TX 78586

Total Building Enrollment: 384, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	K-8	14943.0	1	\$12,180.00	\$11,571.00	\$11,571.00
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	384	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	192	\$35.00	\$33.25	\$6,384.00
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	190	\$0.00	\$0.00	\$0.00
Subtotal:						\$17,955.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$17,955.00

Miller Jordan MS 700 N McCullough St, San Benito, TX 78586

Total Building Enrollment: 590, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	K-8	15004.0	1	\$23,970.00	\$22,771.50	\$22,771.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	590	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$22,771.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$22,771.50

Rangerville ES 17558 Landrum Park Rd, San Benito, TX 78586

Total Building Enrollment: 158, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 200 or fewer Students 1 Year	K-8	14941.0	1	\$5,000.00	\$4,750.00	\$4,750.00
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	158	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	79	\$35.00	\$33.25	\$2,626.75
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	62	\$0.00	\$0.00	\$0.00
Subtotal:						\$7,376.75
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,376.75

Riverside MS 35428 Padilla St, San Benito, TX 78586

Total Building Enrollment: 498, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	K-8	15003.0	1	\$20,350.00	\$19,332.50	\$19,332.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	498	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$19,332.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$19,332.50

Sullivan ES 900 Elizabeth St, San Benito, TX 78586

Total Building Enrollment: 310, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	K-8	14942.0	1	\$8,550.00	\$8,122.50	\$8,122.50
Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	Multiple	23717.0	310	\$0.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	155	\$35.00	\$33.25	\$5,153.75
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	150	\$0.00	\$0.00	\$0.00
Subtotal:						\$13,276.25
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,276.25

San Benito CISD 240 N Crockett St, San Benito, TX 78586

Total Building Enrollment: 6027, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning Add On Leadership Session AY 25-26	Multiple	38631.0	1	\$0.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 25-26	Multiple	38558.0	19	\$2,300.00	\$2,300.00	\$43,700.00
Subtotal:						\$43,700.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$43,700.00

Total		
	List Total:	\$324,590.00
	Savings:	\$47,769.50
	Merchandise Total:	\$276,820.50
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$276,820.50

Special Notes

- 5% discount applied to i-Ready site licenses based on scope of quote.
- 5% discount applied to i-Ready per student licenses based on scope of quote.
- 15% i-Ready Partnership Discount applied to Toolbox contingent upon purchase of i-Ready.
- All i-Ready purchases require professional learning.
- Please make PO out to Curriculum Associates.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

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Curriculum Associates®

Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals.

i-Ready Partners support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



**Account
Management**



**Professional
Development**



**Educational
Consultants**



**Achievement
Analytics**



**Technical
Support**

Your *i-Ready* *Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Fax: 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$500/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$400/shipment location
- Freight Storage \$600 /shipment location
- Freight Carrier Redelivery \$100/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.



REQUEST TO RENEW ELLEVATION PLATFORM FOR EDUCATORS AND ADMINISTRATORS TO STORE AND ANALYZE EMERGENT BILINGUAL STUDENT'S DATA

VENDOR:

Curriculum Associates, LLC

ITEMS:

Ellevation (TX) Quantity: 2,498 Unit Price: \$12.75 Total Fees: **\$31,849.50**

TARGETED GOAL:

District Improvement Plan

Goal 1:

SBCISD will increase student academic achievement for all student populations thereby closing academic and social-emotional gaps created by multiple factors to include COVID-19 by the conclusion of the 2025-2026 School Year.

Performance Objective 2:

By June 2026, 80% of all students, with a concentrated effort on Bilingual students, will meet established standards on the state assessments.

Strategy 3:

To ensure fiscal responsibility the district will renew the software contract and continue using ELlevation software system to document all data related to the bilingual identification and LPAC.

FUNDING SOURCE:

199 E 11 6397 00 999 0 25 000

PURCHASING METHOD:

Buyboard 748-24

Curriculum Associates, LLC Price Quote - Q-50877

Version: 2

Quote Date: 4/9/2025

Quote Expiration Date: 10/31/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Customer: San Benito Consolidated Independent School District, TX

Representative: Addie Rucker

Contact Name: Ema Gonzalez

Email: addie.rucker@ellevationeducation.com

Email: emagonzalez@sbcisd.net

Phone: 617-307-5755

Phone: 9563616271

Address: 153 Rangeway Road,
North Billerica, MA 01862

Address: 240 N. Crockett Street,
San Benito, TX 78586

Start Date: 11/1/2025

End Date: 10/31/2026

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation TX	2,498	\$12.75	\$31,849.50
Subscription Total:			\$31,849.50

Services Fees

Services Total:	\$0.00
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Total Investment - Q-50877

Grand Total:	\$31,849.50
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: addie.rucker@ellevationeducation.com.



Build teacher confidence

Picture a classroom where students from different linguistic backgrounds are raising their hands and engaging their peers in academic conversations. Elevation provides educators with high-quality professional learning modules tied to real-time student data so they can effectively differentiate instruction and prepare classrooms for rigorous, grade-level content.

[Learn more about our solutions](#)

Increase visibility and collaboration

Educators rely on student data and assessment results to make informed instructional decisions that empower ELs. Elevation makes this simple by providing student data dashboards that boost visibility and accountability at every level. When everyone has access to important information, it builds a culture of accountability and shared responsibility for student success – from the district office to the principal's office.

[Learn more about our solutions](#)



Empower English learners

We proudly support school district administrators, educators, and students by managing complex program requirements and strengthening teachers' capacity to effectively support classroom needs. Elevation goes beyond compliance standards – it transforms classroom instruction.

Trusted by districts across the nation to serve 50% of ELs, we are the leading K-12 software solution for multilingual learners and the educators who serve them.

[Learn more about our solutions](#)



REQUEST FOR APPROVAL TO PURCHASE INSTRUCTIONAL MATERIALS

VENDOR:

Houghton Mifflin Harcourt – HMH

ITEMS:

HMH Writables 2nd - 12th Grade

Total Cost: \$81,672.00

TARGETED GOAL:

Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness
Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels
Objective 1.2: Equip all students with the academic, technical, and experimental readiness to successfully transition into college, career, or military pathways.
Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:

IMA Funds 410-E-6321-00-999-4-11-000 - \$81,672.00

PURCHASING METHOD:

BuyBoard #748-24

HMH



Proposal #009379181
Prepared For
San Benito Cons Ind Sch Dist

Attention:
Eduardo Farias
efarias@sbcisd.net

For the Purchase of:
Writable

August 2025-August 2026

Prepared By
Celsa Conde
celsa.conde@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Eduardo Farias
efarias@sbcisd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

**Proposal for
San Benito Cons Ind Sch Dist**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Writable Elementary - Grades 2-5</u>					
Student Licenses					
1804863	9780358528012 Writable Elementary Student License Digital 1 Year Grades 2-5 Includes: Writable Elementary Digital Student Resources 1 Year Implementation Success	\$12.00	2,382	\$28,584.00	
Total for Student Licenses		\$28,584.00			
Teacher Licenses					
1808393	9780358557920 2020 Writable Elementary Teacher License Digital 1 Year Grades 2-5 Includes: Writable Elementary Digital Teacher Resources 1 Year Access to Teacher's Corner	\$221.00			95
Total for Teacher Licenses		\$0.00			
<u>Total for Writable Elementary - Grades 2-5</u>		\$28,584.00			
<u>Writable Secondary - Grade 6-12</u>					
Student Licenses					
1804871	9780358528098 Writable Secondary Student License Digital 1 Year Grades 6-12 Includes: Writable Secondary Digital Student Resources 1 Year Implementation Success	\$12.00	4,424	\$53,088.00	
Total for Student Licenses		\$53,088.00			
Teacher Licenses					
1808391	9780358558002 2020 Writable Secondary Teacher License Digital 1 Year Grades 6-12 Includes: Writable Secondary Digital Teacher Resources 1 Year Access to Teacher's Corner	\$221.00			58
Total for Teacher Licenses		\$0.00			
<u>Total for Writable Secondary - Grade 6-12</u>		\$53,088.00			

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
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efarias@sbcisd.net

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orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

**Proposal for
San Benito Cons Ind Sch Dist**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Professional Services- Writable Implementation Success Plan					
1742456	9780358052852 Getting Started: Introduction to Writable Live Online 2-Hour Grade 2-12 This session walks teachers through how to use Writable in their classroom to improve writing with flexible tools that guide students to develop purposeful drafts, incorporate personalized feedback, and produce writing that shines. This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of live sessions and on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH program. Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.		8		
1872617	9780358986227 Writable Leader Success Live Online 1-Hour Grades 2-12 During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.		1		
Total for Professional Services- Writable				\$ 0.00	

Total Savings:	\$33,813.00
Subtotal Purchase Amount:	\$81,672.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Proposal (PO Amount):	\$81,672.00

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Eduardo Farias
efarias@sbcisd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for
San Benito Cons Ind Sch Dist

Total Cost of Proposal (PO Amount): \$81,672.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
San Benito Consolidated ISD	San Benito Consolidated ISD
240 N Crockett St	240 N Crockett St
San Benito, TX 78586-4608	San Benito, TX 78586-4608
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 7/9/2025

Proposal Expiration Date: 8/23/2025



Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Eduardo Farias
 efarias@sbcisd.net

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary



REQUEST FOR APPROVAL TO PURCHASE DIGITAL MATERIALS

VENDOR:

Imagine Learning

ITEMS:

Imagine Edgenuity Bundle & Site Licenses - \$114,274.00

Total Cost: \$114, 274.00

TARGETED GOAL:

Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness

Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels
Objective 1.2: Equip all students with the academic, technical, and experimental readiness to successfully transition into college, career, or military pathways.

Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:

211-E-11-6397-00-001-6-30-801 - \$114,274.00

Total Cost: \$114, 274.00

PURCHASING METHOD:

TIPS Contract #230105

100 S. Mill Ave
 Suite 1700
 Tempe, AZ 85281
 877-725-4257

San Benito CISD
 240 N Crockett Street
 San Benito TX 78586
 United States

Date 7/24/2025
Quote No. Q-123297
Acct. No. 12215498
Total 114,274.00
Pricing Expires 01/20/2026

Payment Term	Contract Start	Contract End
Net 30	7/1/2025	6/30/2026

Site	Description	End Date	Qty
San Benito Consolidated Independent SD	Secondary		
	Edgenuity Academic Integrity	06/30/2026	9
	Edgenuity 9-12 Comprehensive Site License	06/30/2026	3
	Edgenuity 6-8 Comprehensive Site License	06/30/2026	4
	Edgenuity 6-12 Comprehensive Site License	06/30/2026	2
	Edgenuity Enhanced CTE Site License	06/30/2026	9
	PL - CW/Supp/SS Virtual Package Foundational	06/30/2026	1
	PL - Onsite Day	06/30/2026	1

Subtotal 114,274.00
Tax Total 0.00
Total 114,274.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

San Benito CISD

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Rosy Gonzalez
Account Executive -
rosy.gonzalez@imaginelearning.com
imaginethefutureoflearning.com



REQUEST FOR APPROVAL TO PURCHASE INSTRUCTIONAL MATERIALS

VENDOR:

IXL

ITEMS:

IXL Site Licenses - Math, Reading, Science, and Social Studies

Total Cost: \$105,287.50

TARGETED GOAL:

Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness

Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels

Objective 1.2: Equip all students with the academic, technical, and experimental readiness to successfully transition into college, career, or military pathways.

Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:

211-E-11-6397-00-101-6-30-801 - \$5,705.00
211-E-11-6397-00-103-6-30-801 - \$6,968.00
211-E-11-6397-00-104-6-30-801 - \$4,289.00
211-E-11-6397-00-108-6-30-801 - \$2,540.00
211-E-11-6397-00-109-6-30-801 - \$3,998.00
211-E-11-6397-00-110-6-30-801 - \$4,720.00
211-E-11-6397-00-112-6-30-801 - \$6,316.00
211-E-11-6397-00-114-6-30-801 - \$5,802.00
211-E-11-6397-00-115-6-30-801 - \$4,567.00
211-E-11-6397-00-116-6-30-801 - \$3,123.00
211-E-11-6397-00-117-6-30-801 - \$4,581.00
211-E-11-6397-00-041-6-30-801 - \$7,718.00
211-E-11-6397-00-042-6-30-801 - \$6,260.00
211-E-11-6397-00-043-6-30-801 - \$6,982.00
211-E-11-6397-00-204-6-30-801 - \$1,138.00
211-E-11-6397-00-007-6-30-801 - \$7,427.00
211-E-11-6397-00-001-6-30-801 - \$23,154.00

Total Cost: \$105,287.50

PURCHASING METHOD:

TIPS Contact #230105



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE

QUOTE # 1428482-3
 DATE: JULY 9, 2025

TO:
 Dilia Cornett
 San Benito Consolidated Independent School District
 240 N Crockett St
 San Benito, TX 78586

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Valerie Coreño		July 9, 2025 - July 9, 2026	August 30, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grades 10-12 Subjects: Math, ELA, Science, and Social studies <i>San Benito High School 450 S. Williams Road, San Benito, Texas 78586. Total Building Enrollment: 597 Subjects: Math, ELA, Science, and Social studies IXL All-Access for High School Promo Subjects included: English I-IV, Algebra I & II, Geometry, Precalculus & Calculus, Biology, Chemistry, Civics & Government, U.S. History</i>	1950	\$15.00	\$29,250.00
Grade 9 Subjects: Math, ELA, Science, and Social studies <i>Veterans Memorial Academy 2115 N. Williams Road, San Benito, Texas 78586. Total Building Enrollment: 647 Subjects: Math, ELA, Science, and Social studies IXL All-Access for High School Promo Subjects included: English I-IV, Algebra I & II, Geometry, Precalculus & Calculus, Biology, Chemistry, Civics & Government, U.S. History</i>	650	\$15.00	\$9,750.00
Grades 6-8 Subjects: Science and Social studies <i>Berta Cabaza Middle School 2901 Shafer Rd, San Benito, Texas 78586. Total Building Enrollment: 689 Complimentary Access to Math & ELA through December 31, 2025</i>	675	\$17.75	\$11,981.25
Grades 6-8 Subjects: Science and Social studies <i>Riverside Middle School 35428 Padilla St, San Benito, Texas 78586 Total Building Enrollment: 561 Complimentary Access to Math & ELA through December 31, 2025</i>	575	\$17.75	\$10,206.25

<p>Grades 6-8 Subjects: Science and Social studies Miller Jordan Middle School 700 N McCullough St, San Benito, Texas 78586. Total Building Enrollment: 475. Complimentary Access to Math & ELA through December 31, 2025</p>	475	\$17.75	\$8,431.25
<p>Grades 3-5 Subjects: Science and Social studies Dr. C.M. Cash EL 400 Ponciana, San Benito, Texas 78586. Total Building Enrollment: 278 Complimentary Access to Math & ELA through December 31, 2025</p>	275	\$17.75	\$4,881.25
<p>Grades 3-5 Subjects: Science and Social studies Dr. Raul Garza EL 845 8th St, San Benito, Texas 78586. Total Building Enrollment: 190 Complimentary Access to Math & ELA through December 31, 2025</p>	200	\$17.75	\$3,550.00
<p>Grades 3-5 Subjects: Science and Social studies La Paloma Elementary School 35076 Padilla St, San Benito, Texas 78586. Total Building Enrollment: 192. Complimentary Access to Math & ELA through December 31, 2025</p>	200	\$17.75	\$3,550.00
<p>Grades 3-5 Subjects: Science and Social studies La Encantada Elementary School 35001 Fm 1577, San Benito, Texas 78586. Total Building Enrollment: 193 Complimentary Access to Math & ELA through December 31, 2025</p>	200	\$17.75	\$3,550.00
<p>Grades 3-5 Subjects: Science and Social studies Fred Booth EL 705 Zaragosa St, San Benito, Texas 78586. Total Building Enrollment: 165 Complimentary Access to Math & ELA through December 31, 2025</p>	175	\$17.75	\$3,106.25
<p>Grades 3-5 Subjects: Science and Social studies Downs EL N Dick Dowling St, San Benito, Texas 78586. Total Building Enrollment: 159 Complimentary Access to Math & ELA through December 31, 2025</p>	150	\$17.75	\$2,662.50
<p>Grades 3-5 Subjects: Science and Social studies Angela Leal Elementary School Fm 732, San Benito, Texas 78586 Total Building Enrollment: 149. Complimentary Access to Math & ELA through December 31, 2025</p>	150	\$17.75	\$2,662.50
<p>Grades 3-5 Subjects: Science and Social studies Sullivan Elementary School 900 Elizabeth, San Benito, Texas 78586. Total Building Enrollment: 111. Complimentary Access to Math & ELA through December 31, 2025</p>	150	\$17.75	\$2,662.50
<p>Grades 3-5 Subjects: Science and Social studies Frank Roberts EL 451 Biddle St, San Benito, Texas 78586. Total Building Enrollment: 118 Complimentary Access to Math & ELA through December 31, 2025</p>	125	\$17.75	\$2,218.75

Grades 3-5 Subjects: Science and Social studies Judge Oscar De La Fuente EL 2700 S Sam Houston, San Benito, Texas 78586. Total Building Enrollment: 122 Complimentary Access to Math & ELA through December 31, 2025	125	\$17.75	\$2,218.75
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Grades 3-5 Subjects: Science and Social studies Rangerville Elementary School, 17558 Landrum Park Rd, San Benito, Texas 78586. Total Building Enrollment: 111 Complimentary Access to Math & ELA through December 31, 2025	125	\$17.75	\$2,218.75
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Grades 6-8 Subjects: Science and Social studies <i>Collegiate Academy 2115 N Williams Rd, San Benito, Texas 78586. Total Building Enrollment: 112. Complimentary Access to Math & ELA through December 31, 2025</i> Auto-rostering services included	125	\$17.75	\$2,218.75
Total Price			\$105,118.75

TOTALS	
Total Subscriptions List Price	\$105,118.75
Grand Total	\$105,118.75

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1428482-3. For international accounts, we can accept wire transfers for an additional fee.



REQUEST FOR APPROVAL TO PURCHASE INSTRUCTIONAL MATERIALS

VENDOR:

SAVVAS

ITEMS:

San Benito Social Studies Extension K-5 Print + Digital 2 Years

TX Social Studies Extension 2 Years

Total Cost: \$132, 236.10

TARGETED GOAL:

Curriculum and Instruction

CI.P1: -SBCISD will design an aligned, articulated and well-administered curriculum that supports academically high standards of learning for all children from early childhood into the workforce and incorporate STEAM (Science, Technology, Arts, and Mathematics). There will be a consistent use of data to drive instructional decisions and improve learning.

CI.P3: - SBCISD will provide the opportunities and tools to enhance the curriculum through the integration of innovative and emerging technologies to transform the teaching process and improve student achievement. Policies and procedures will be established to ensure that students use resources responsibly and to their fullest advantage. The availability of technology will be inclusive and consistent across the District.

District Improvement Plan

Goal 1: SBCISD will increase academic achievement for all students and thus closing the gap between student populations in pursuit of advanced performance.

Strategy 12: To support curriculum implementation and thus provide the San Benito students with the "gold standard" education, the district will provide scientifically-research based instructional resources and supplies including: technology hardware and software digital materials.

FUNDING SOURCE:

IMA Funds 410-E-6321-00-999-4-11-000 - \$132,236.10 TX Social Studies Extension 2 Years

Multi-year use of IMA funds

In Texas, the Instructional Materials Allotment (IMA) allows for multi-year use of funds not to exceed two years.

PURCHASING METHOD:

BuyBoard # 748-24



15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Diana Atkinson
San Benito Cons Ind Sch Dist
240 N Crockett St
San Benito, TX 78586-4608

Quote Number: Q-151286
Quote Creation Date: 4/10/2025
Quote Expiration Date: 9/30/2025

Special Notes:
Please send final purchase orders to irvingsupport@savvas.com

**San Benito Social Studies Extension K-5 Print + Digital 2 Years
Price Quote Detail**

TX Social Studies Extension 2 Years -

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781428498587	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE K**	\$21.97	0	530	\$0.00	\$11,644.10
9781428498594	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 1**	\$27.97	0	550	\$0.00	\$15,383.50
9781428498600	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 2**	\$27.97	0	580	\$0.00	\$16,222.60
9781428498617	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 3**	\$33.97	0	580	\$0.00	\$19,702.60
9781428498624	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 4**	\$33.97	0	650	\$0.00	\$22,080.50
9781428498631	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 5**	\$36.97	0	650	\$0.00	\$24,030.50
TX Social Studies Extension 2 Years -- Subtotal:					\$0.00	\$109,063.80

TX Social Studies Teacher Editions -

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328813605	ELEMENTARY SOCIAL STUDIES 2016 TEXAS TEACHER GUIDE GRADE K**	\$257.47	15	15	\$3,862.05	\$3,862.05



15 E Midland Ave St 502
Paramus, NJ, 07652-2938

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328813612	ELEMENTARY SOCIAL STUDIES 2016 TEXAS TEACHER GUIDE GRADE 1**	\$257.47	15	15	\$3,862.05	\$3,862.05
9780328813629	ELEMENTARY SOCIAL STUDIES 2016 TEXAS TEACHER GUIDE GRADE 2**	\$257.47	15	15	\$3,862.05	\$3,862.05
9780328813636	ELEMENTARY SOCIAL STUDIES 2016 TEXAS TEACHER GUIDE GRADE 3**	\$257.47	15	15	\$3,862.05	\$3,862.05
9780328813643	ELEMENTARY SOCIAL STUDIES 2016 TEXAS TEACHER GUIDE GRADE 4**	\$257.47	15	15	\$3,862.05	\$3,862.05
9780328824496	ELEMENTARY SOCIAL STUDIES 2016 TEXAS TEACHER EDITION VOLUMES 1 & 2 GRADES**	\$257.47	15	15	\$3,862.05	\$3,862.05
TX Social Studies Teacher Editions - - Subtotal:					\$23,172.30	\$23,172.30

Solution Subtotal:	\$23,172.30	\$132,236.10
Shipping and Handling:		\$0.00
Total:		\$132,236.10

**Contract Pricing has been applied to this Quote

*The BOGO discount on Teacher Editions is contingent on the purchase of Social Studies K-5 Print + Digital 2 Years.



15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price quote via one of the following methods:

Please send final purchase orders to irvingsupport@savvas.com

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or my Savvas Orders. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: <https://worktext-subscriptions.savvas.com>

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.

Online help:

<https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).



Human Resource Over \$50K for 25-26 July 31, 2025

Date Submitted	Department	Vendor	Account	Amount
07.23.25	Human Resource	Blue Cross Blue Shield-Health Insurance Claims	753-E-41-6299-01-000-0-99-000	\$2,280,045.00
07.23.25	Human Resource	StopLoss	753-E-41-6299-09-000-0-99-000	\$394,955.00



REQUEST APPROVAL FOR BLUE CROSS BLUE SHIELD-HEALTH INSURANCE CLAIMS

VENDOR:

Blue Cross Blue Shield – Health Insurance Claims
(July-September 2025)

ITEMS:

Blue Cross Blue Shield (Insurance for District Employees)

TARGETED GOAL:

5 – Year Strategic Plan (2016-2021)

Finance

FI. P5: SBCISD shall organize efforts to form an alliance with those vested in the interest of San Benito CISD. We will continuously communicate with our community as well as local and state representatives.

District Improvement Plan

Goal 2: SBCISD will recruit, develop, and retain effective teachers, principals, and other instructional staff.

FUNDING SOURCE:

2025-2026 Budget: Local (753 e 41 6299 01 000 0 99 000) - Estimated \$2,280,045.00
(July-September 2025)

Calculation:

PO# 9472500004 \$9,120,180.00 (2024-2025 school year) /12 months = \$760,015.00

\$760,015.00 x 3 months (July -September 2025)= \$2,280,045.00

PURCHASING METHOD:

RFP-0623-EHBHP

23-24 Funding Projection BCBS

	<u>ROLLING 12</u>	<u>REBATES</u>	<u>TOTAL ANNUAL</u>
Medical Claims	\$ 7,911,878	\$ -	\$ 7,911,878
Prescription Claims	\$ 3,440,114	\$ (103,425)	\$ 3,336,689

<u>MEDICAL</u>			
Medical Claims	\$	7,911,878	
Trend 8%	\$	632,950	
Plan Changes		(850,000)	
Stop-Loss Reimburseme	\$	(1,100,000)	
Total Medical	\$	6,594,828	

<u>PHARMACY</u>			
Pharmacy Claims	\$	3,336,689	
Trend 10%	\$	333,669	
PBM Savings	\$	-	
Total Pharmacy	\$	3,670,358	

Total Claims \$ 10,265,186

<u>ADMINISTRATION FEES</u>		<u>CENSUS</u>	
TPA PEPM	\$ 44.43	1401	\$ 746,957
Administration Credit	\$ (93.49)	1401	\$ (1,571,754)
Medical Rebate Credit	\$ (2.50)	1401	\$ (42,030)
Stop-Loss PEPM	\$ 93.37	1401	\$ 1,569,736

Total Admin Fees \$ 702,910

<u>TOTAL PROGRAM COS</u>	<u>CURRENT</u>	<u>PROPOSED 23-24</u>	<u>PROPOSED 24-25</u>	<u>PROPOSED 25-26</u>
Claims	\$ 10,265,186	\$ 10,265,186	\$ 10,265,186	\$ 10,265,186
Administration Fees	\$ 702,910	\$ 702,910	\$ 702,910	\$ 702,910
Premiums	\$ 9,219,614	\$ 9,736,248	\$ 10,441,380	\$ 11,107,152
Surplus/(Deficit)	\$ (1,748,482)	(\$1,231,848)	(\$526,716)	\$139,056

Percentage -19% -13% -5% 1%





REQUEST APPROVAL FOR STOPLOSS

VENDOR:

StopLoss

ITEMS:

Medical StopLoss
(July-September 2025)

TARGETED GOAL:

5 - Year Strategic Plan (2016-2021)

Finance

FI.P5: SBCISD shall organize efforts to form an alliance with those vested in the interest of San Benito CISD. We will continuously communicate with our community as well as local and state representatives.

District Improvement Plan

Goal 2: SBCISD will recruit, develop, and retain effective teachers, principals, and other instructional staff.

FUNDING SOURCE:

2025-2026 Budget: Local (753 e 41 6299 09 000 0 99 000) – Estimated
(July-September 2025)

Calculations:

PO# 9472500003 \$1,579,820.00 (2025-2026 school year) /12 months=\$131,651.67
\$131,651.67 X 3 months = \$394,955.00

PURCHASING METHOD:

N/A



SA
BENEFIT
SERVICES

*Firm Stop Loss
Proposal*

San Benito CISD

(Stop Loss Proposal ONLY)

Presented By:
Stephanie Chtata, CEO
210-996-2190 ext 1088
Email: schtata@sabenefitservices.com



Prepared By: Stephanie Chtata
 Phone: 210-996-2190 Ext. 1088
 Email: schtata@sabenefitservices.com
 www.sabenefitservices.com

Plan Sponsor: San Benito CISD
 Effective: 10/01/2024

Stop Loss Terms	Current	Renewal
MGU (if MGU not identified then a direct carrier)		
Stop Loss Carrier	Wellpoint	Wellpoint
Network	BCBS of TX	BCBS of TX
Months in Contract	12	12
Specific Terms		
Specific Deductible	\$195,000	\$195,000
Aggregating Specific Deductible	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited
Contract	15/12	15/12
Coverages	Med, Rx	Med, Rx
Run-In / Run-Out Limit	N/A	N/A
Terminal Liability Provision	No	No
Renewal Rate Cap (No New Laser)	Yes - 50%	Yes - 50%
Plan Mirroring Coordination approved	Yes	Yes
Advance Funding	Yes	Yes
Transplants Carved Out	No	No
Aggregate Terms		
Annual Maximum	\$1,000,000	\$1,000,000
Deductible Corridor	125%	125%
Contract	15/12	15/12
Coverages	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	No	No
Terminal Liability Provision Quoted	No	No
Run-In / Run-Out Limit	N/A	N/A
Stop Loss Premium (Fixed)		
Specific Composite 1,410	\$91.79	\$91.79
Annual Specific Premium	\$1,553,087	\$1,553,087
Aggregate Premium 1,410	\$1.58	\$1.58
Annual Aggregate Premium	\$26,734	\$26,734
Total Annual Premium	\$1,579,820	\$1,579,820
% Increase		0.00%
Annual Fixed Cost	\$1,579,820	\$ 1,579,820.40
Aggregate Claim Liability		
Composite 1,410	\$865.21	\$874.16
Maximum Claim Liability	\$14,639,353	\$14,790,787
% Increase		1.03%
Fixed Cost and Maximum Claim Liability	\$16,219,174	\$16,370,608
% Increase		0.93%
Quote Status		FIRM
Firm Thru		July 26, 2024
Service Fee / Broker Commission (included in the rates)		
Service Fee - Paid to SA Benefit Services	5%	5%
Broker Commission - Paid to Jeff Everitt & Associates, Inc.	5%	5%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.		



Medical Stop Loss Renewal Proposal
for
San Benito Consolidated ISD
San Benito, TX

Producer
SA Benefit Services, a Division of Afore Insurance Services, Inc

Sales Executive
Warren Threadgill



Group San Benito Consolidated ISD
 Administrator BCBS TX
 Issuing Carrier Wellpoint Stop Loss

Proposal No 24706
 Proposal Date 07/11/2024
 Effective Date 10/01/2024
 Proposal Valid Through 07/24/2024

SPECIFIC STOP LOSS BENEFIT

	<u>Current</u>		<u>Renewal Option 1</u>	
	Medical, Rx Card		Medical, Rx Card	
Covered Benefits				
Contract Type	15/12		15/12	
Annual Specific Deductible per Individual	\$	195,000	\$	195,000
Maximum Policy Period Reimbursement	Unlimited		Unlimited	
Maximum Lifetime Reimbursement	Unlimited		Unlimited	
Quoted Specific Rate Per Month	<u>Current</u>	<u>Renewal</u>		
Composite	1,403	1,410	\$ 91.79	\$ 91.79
Estimated Annual Premium			\$ 1,545,372	\$ 1,553,087
Quoted Rate(s) includes Commissions of			5.00%	5.00%

AGGREGATE STOP LOSS BENEFIT

	<u>Current</u>		<u>Renewal Option 1</u>	
	Medical, Rx Card		Medical, Rx Card	
Covered Benefits				
Contract Type	15/12		15/12	
Loss Limit Per Individual	\$	195,000	\$	195,000
Maximum Annual Reimbursement	\$	1,000,000	\$	1,000,000
Aggregate Rate Per Month	<u>Current</u>	<u>Renewal</u>		
Composite	1,403	1,410	\$ 1.58	\$ 1.58
Estimated Annual Premium			\$ 26,601	\$ 26,734
Rate(s) includes Commissions of			5.00%	5.00%
Estimated Annual Aggregate Deductible	\$	14,566,676	\$	14,790,787
Minimum Aggregate Deductible	\$	12,381,674	\$	12,572,169
Monthly Aggregate Claim Factors	<u>Current</u>	<u>Renewal</u>		
Medical, RxCard				
Composite	1,403	1,410	\$ 865.21	\$ 874.16

OVERALL COST SUMMARY

	<u>Current</u>		<u>Renewal Option 1</u>	
Total Annual Fixed Costs	\$	1,571,973	\$	1,579,821
Variable Costs	\$	14,566,676	\$	14,790,787
Maximum Annual Liability	\$	16,138,649	\$	16,370,608

Advance Funding is included.

If this proposal includes an offer of aggregate coverage, the monthly aggregate factor cannot be finalized more than 90 days from the effective date.

If this proposal includes an offer of aggregate coverage, the quote assumes a 125% corridor.

Plan must have medical case management and utilization review.

All claims are reported/paid in U.S. dollars.

Proposed rates are payable by the invoice due date.

The proposal is based on the data provided. Any changes to this data may allow us to modify the proposal.

This proposal is based on the continuation of the current plan(s) of benefits.

This proposal is based on the continuation of the current enrollment distribution in the current medical plans.

No Fully Insured Lives are covered.

This proposal may be adjusted if the number of covered employees or the percentage of family participants change by more than 15%.

We rely on the information provided to determine whether a proposal will be issued. The information provided shall become a part of the application for stop loss coverage. You are obligated to provide accurate information. If material errors or omissions are found after the quote is issued, we reserve the right to revise the quote in any manner or rescind the quote even if you were unaware of the material error or omission. Additionally, we reserve the right to rescind the proposal in its entirety based on our review of all the information submitted during the proposal process.

We will offer access to third-party managed and administered cost containment options that help control the financial risk associated with more intensive health care. These options may include but are not limited to: transplant networks, renal and dialysis management, claim negotiation, high risk pregnancy, premature infants and hemophilia. Cost containment services are managed and administered by independent third-party entities not affiliated with us. We do not warrant, guaranty, or make any representations or warranties whatsoever, express or implied, or assume any liability regarding the use or the results of the use of cost containment services including without limitation any financial results based on the use of the cost containment services or any information or any delay or loss of use of the cost containment services.

Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.

The state health care surcharge paid on claims incurred with certain providers in some states, may be eligible for reimbursement under the excess risk policy subject to terms of the policy provisions to the extent that such surcharges are included in the claims information provided to underwriting. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered eligible excess risk expenses.

In addition to base commissions, certain writing agents and/or service providers may receive compensation related to factors such as overall sales of our products, the total premium sold through the writing agent/service providers, growth in the number of customers, and the retention of existing customers. Compensation and fees may also be paid to writing agents and/or service providers for administrative services in connection with our products. Please contact us if you would like additional details regarding this compensation and/or fees that may be payable on your account.

The Effective Year Plan Document/SPD needs to be received within 45 days of the proposed effective date.

This proposal is valid only if presented by a licensed insurance agent or broker who is appointed by Wellpoint Life & Health Insurance Company.

The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Wellpoint Life & Health Insurance Company.

This contract will be issued in Texas.

The TPA is BCBS and Prime Therapeutics.

The Medical Network is BCBS.

Advance Funding is included.

Retirees are not covered.

We require notification 30 days prior to the acquisition date of any employer completed merger or acquisition.

Underwriting reserves the right to modify coverage terms when a new division is added or deleted from coverage or when plan and/or network changes occur.

Claimant identifier information will be required at time of binding the coverage in order to satisfy disclosure requirements.

Plan Mirroring is included.

This proposal assumes Pharmacy is carved out to Prime Therapeutics and all pharmacy claims have been received.

Renewal Rate Cap Endorsement guarantees your subsequent year's renewal will be capped at 50% and no new individual adjusted deductible will apply.

This proposal is firm thru 7/24/2024 after which time updated claim data through June 2024 will be required and rates/factors and terms are subject to change.



Request Approval of the Revision(s) to Policy DNA (LOCAL)

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Revision(s) Policy DNA (LOCAL)-Performance Appraisal (Wavers)

Rationale:

Revision(s) to Policy DNA (LOCAL)-Performance Appraisal (Wavers)

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Dilia Cornett, Assistant Superintendent of Academic Services

Erika Echarte, Executive Director of Administrative Services

JoAnn Fernandez, Secondary Instructional Implementation

Board Policy Reference and Compliance:

PERFORMANCE APPRAISAL DNA EVALUATION OF TEACHERS (LOCAL)

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

Annual Appraisal Exception

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

District teachers shall be appraised annually.

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual Eligibility

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Have been employed by the District for at least three consecutive years;
3. Have served at the current campus for at least one year;
4. Have received summative ratings of at least proficient on 12 of the 16 dimensions on the most recent evaluation; and
5. Be assigned to a campus that received a rating of C or higher the previous year
6. Be teaching in a non-eligible TIA category.

Frequency

Eligible teachers shall be appraised every three years.

Teacher Incentive Allotment

*Teachers teaching in a Teacher Incentive Allotment (TIA) eligible category must be formally appraised annually.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

Annual Review Process

A teacher's supervisor shall have the authority

to return a teacher to the traditional appraisal process that includes the elements listed in cycle as a result of performance deficiencies state rule. documented in accordance with state rule.

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

DATE ISSUED: 3/6/2024 1 of 1 Adopted:

LDU 2024.02
DNA(LOCAL)-X

2/20/2024



Request Approval of the Revision(s) to Policy EIC (LOCAL)

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Revision(s) Policy EIC (LOCAL)-Academic Achievement Class Ranking

Rationale:

Revision(s) to Policy EIC (LOCAL)-Academic Achievement Class Ranking

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Dilia Cornett, Assistant Superintendent of Academic Services

Erika Echarte, Executive Director of Administrative Services

JoAnn Fernandez, Secondary Instructional Implementation

Board Policy Reference and Compliance:

Consistent Application for Graduating Class

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

Calculation

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken during the school day in grades 9-12 only, unless excluded below.

~~The District shall include up to four dual credit courses taken outside the regular school day when the courses are taken through an institution with which the District has an articulated agreement or memorandum of understanding.~~

The class rank calculation shall not include semester grades from a course that is retaken after a passing grade has been earned.

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in any non-approved course taken in an abbreviated quarter or semester, or through credit by examination, with or without prior instruction.

Weighted Grade System

The District shall categorize and weight eligible courses as Category I, Category II, and Category III in accordance with provisions of this policy and as designated in appropriate District publications.

Categories

Category I

Eligible AP ~~and~~ academic dual credit, ~~and academic concurrent enrollment courses~~ shall be categorized and weighted as Category I courses.

Category II

Eligible Pre-AP, honors, ~~and~~ technical dual credit, ~~and technical concurrent enrollment courses~~ shall be categorized and weighted as Category II courses.

Category III

All other eligible courses shall be categorized and weighted as Category III courses.

Weighted Grade Point Average

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following table and shall calculate a weighted GPA:

Grade	Category I	Category II	Category III
95-100	6.0	5.0	4.0
90-94	5.5	4.5	3.5
85-89	5.0	4.0	3.0
80-84	4.5	3.5	2.5
75-79	4.0	3.0	2.0

Grade	Category I	Category II	Category III
70-74	3.5	2.5	1.5
Below 70	0	0	0

A student shall be awarded additional grade points for scores earned on corresponding AP exams taken in grades 9-11 at the first opportunity after enrolling in the course for eligible courses in any category in accordance with the following:

Score on AP Exam	Additional Grade Points
3	1.00
4	1.50
5	2.0

Beginning with the graduating class of 2026, a student shall be awarded additional grade points for scores earned on corresponding AP exams taken in grades 9-11 at the first opportunity after enrolling in an eligible AP course in accordance with the chart above.

Transferred Grades

When a student transfers semester grades for courses that would be eligible under Category III and the District has accepted the credit, the District shall include the grades in the calculation of class rank.

When a student transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District only if a similar or an equivalent course is offered to the same class of students in the District.

Local Graduation Honors

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fall semester of the senior year for courses taught on a traditional calendar and at the end of the third quarter of the senior year for accelerated/blocked courses.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Honor Graduates

The District shall recognize as an honor graduate the top ten ranked students according to their weighted GPA.

Valedictorian and
Salutatorian

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must:

1. Have been continuously enrolled in the same District high school for the two school years immediately preceding graduation;
2. Be graduating after exactly four years of enrollment in high school; and
3. Have completed the foundation program with the distinguished level of achievement.

The District shall recognize as an honor graduate each of the top ten ranked students.

Breaking Ties

In case of a tie in weighted GPAs after calculation to the fifth decimal place, the District shall calculate the overall course grade average, on a 100-point scale, for all courses taken in grades 9-12 for the students involved in the tie to determine recognition as a top ten honor graduate.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

**Highest-Ranking
Graduate**

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.



Request Approval of the Revision(s) to Policy FNCE (LOCAL)

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Revision(s) Policy FNCE (LOCAL)-Student Conduct-Personal Telecommunications/Electronic Devices

Rationale:

Revision(s) to Policy FNCE (LOCAL)-Student Conduct-Personal Telecommunications/Electronic Devices

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Dilia Cornett, Assistant Superintendent of Academic Services

Erika Echartea, Executive Director of Administrative Services

Board Policy Reference and Compliance:

PROPOSED REVISIONS

Note: For searches of personal communication devices or other personal electronic devices, see FNF.

Personal Communication Devices

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee shall confiscate a student's personal communication device that is used in violation of this policy or any applicable regulations.

The District shall not dispose of the personal communication device. The District shall provide appropriate notice, and devices that are not retrieved shall be stored according to administrative regulations.

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or
3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

Implementation

The Superintendent shall develop regulations to implement this policy.

Compliance

Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

Note: ~~For searches of personal telecommunications devices or other personal electronic devices, see FNF.~~

Personal Use

~~Telecommunications
Devices~~

~~An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus rules.~~

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

~~If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.~~

~~Other Electronic
Devices~~

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

Instructional Use

~~A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]~~

2025 Legislative Policy Alert

2. Respondent Information

1. Please select your district. (Use the dropdown and type district name.)

San Benito CISD

2. Contact Info

First Name

Erika

Last Name

Echartea

Title

Executive Director of Administrative Services

Company Name

Street Address

Apt/Suite/Office

City

State

Zip

Country

Email Address

eechartea@sbcisd.net

Phone Number

956-361-6150

Fax Number

Mobile Phone

URL

3. Who is your policy consultant? (Don't know? Log into [Policy Online](#) to find out.)

Carolyn Austin

4. SB 13

4. Will your district establish a school library advisory council?

We have not yet made a decision.

5. SB 401

5. How will your district address participation in district-sponsored UIL and other extracurricular activities by homeschool and other non-enrolled students?

Not permitted (opt-out)

6. HB 1481

6. How will your district address the new prohibition on use of personal communication devices in your district?

Provide for storage that prohibits use on school property during the school day

7. If a phone is confiscated, the district will:

Not dispose of the device



Request Approval of the Revision(s) to Policy FD (LOCAL)

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Revision(s) Policy FD (LOCAL)- Admissions

Rationale:

Revision(s) to Policy FD (LOCAL)- Admissions

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Dilia Cornett, Assistant Superintendent of Academic Services

Erika Echarte, Executive Director of Administrative Services

Board Policy Reference and Compliance:

PROPOSED REVISIONS (NO CHARGE)

Persons Age 21 and Over	The District shall admit persons who are at least age 21 and under age 26 for the purpose of completing the requirements for a high school diploma.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Students Not Enrolled	A student enrolled in a private school, including a homeschool, or in another public school, such as a charter school, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent. The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

“Accredited” Defined For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement
Accredited Schools The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit
Accredited Texas Public Schools Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student’s records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student’s available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]



Request Approval of the Revision(s) to the 2025-2026 Compensation Plan

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Revision(s) to the 2025-2026 Compensation Plan.

Rationale:

Revision(s) are as follows:

1. Band Stipends

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Erika Echartea, Executive Director of Administrative Services

Board Policy Reference and Compliance:

2025-2026 Administrative/Professional Pay Plan

San Benito CISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum																									
G1			<table border="1"> <tr> <td colspan="2">Daily</td> <td>194.99</td> <td>234.89</td> <td>274.79</td> </tr> <tr> <td>226</td> <td>Days</td> <td>44,068</td> <td>53,085</td> <td>62,103</td> </tr> </table>			Daily		194.99	234.89	274.79	226	Days	44,068	53,085	62,103															
Daily		194.99	234.89	274.79																										
226	Days	44,068	53,085	62,103																										
	ASP Family Engagement Coordinator, ASP	226																												
	Manager, ADSY Project (Grant Funded)	226																												
1			<table border="1"> <tr> <td colspan="2">Daily</td> <td>231.00</td> <td>278.27</td> <td>325.54</td> </tr> <tr> <td>226</td> <td>Days</td> <td>52,206</td> <td>62,890</td> <td>73,571</td> </tr> </table>			Daily		231.00	278.27	325.54	226	Days	52,206	62,890	73,571															
Daily		231.00	278.27	325.54																										
226	Days	52,206	62,890	73,571																										
	Coordinator, Drop Out Prevention	226																												
	Specialist, Social Media/Communications	226																												
	Specialist, Curriculum	226																												
2			<table border="1"> <tr> <td colspan="2">Daily</td> <td>\$272.57</td> <td>\$328.35</td> <td>\$384.13</td> </tr> <tr> <td>187</td> <td>Days</td> <td>50,971</td> <td>61,402</td> <td>71,833</td> </tr> <tr> <td>226</td> <td>Days</td> <td>61,602</td> <td>74,208</td> <td>86,814</td> </tr> </table>			Daily		\$272.57	\$328.35	\$384.13	187	Days	50,971	61,402	71,833	226	Days	61,602	74,208	86,814										
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187	Days	50,971	61,402	71,833																										
226	Days	61,602	74,208	86,814																										
	Accountant	226																												
	Assistant, Speech Language Pathologist	187																												
	Coordinator, Safety	226																												
	Manager, Tech Services	226																												
3			<table border="1"> <tr> <td colspan="2">Daily</td> <td>\$297.11</td> <td>\$357.91</td> <td>\$418.71</td> </tr> <tr> <td>187</td> <td>Days</td> <td>55,559</td> <td>66,929</td> <td>78,298</td> </tr> <tr> <td>197</td> <td>Days</td> <td>58,530</td> <td>70,508</td> <td>82,486</td> </tr> <tr> <td>207</td> <td>Days</td> <td>61,501</td> <td>74,087</td> <td>86,673</td> </tr> <tr> <td>226</td> <td>Days</td> <td>67,146</td> <td>80,887</td> <td>94,628</td> </tr> </table>			Daily		\$297.11	\$357.91	\$418.71	187	Days	55,559	66,929	78,298	197	Days	58,530	70,508	82,486	207	Days	61,501	74,087	86,673	226	Days	67,146	80,887	94,628
Daily		\$297.11	\$357.91	\$418.71																										
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226	Days	67,146	80,887	94,628																										
	Athletic Trainer	207																												
	Coordinator, Gear Up/CCMR	197																												
	Counselor (ES, MS)	207																												
	Dyslexia (Part Time)	187																												
	Asst. Director, ASP	226																												
	Coordinator, Insurance	226																												
	Coordinator, Television Media	226																												
	Generalist, HR	226																												
	Instructional Technologist	226																												
	Manager, Construction	226																												
	Manager, Network	226																												
	Specialist, Student Success	197																												
	Systems Administrator	226																												
4			<table border="1"> <tr> <td colspan="2">Daily</td> <td>\$323.85</td> <td>\$390.12</td> <td>\$456.39</td> </tr> <tr> <td>207</td> <td>Days</td> <td>67,038</td> <td>80,756</td> <td>94,474</td> </tr> <tr> <td>226</td> <td>Days</td> <td>73,191</td> <td>88,168</td> <td>103,145</td> </tr> </table>			Daily		\$323.85	\$390.12	\$456.39	207	Days	67,038	80,756	94,474	226	Days	73,191	88,168	103,145										
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207	Days	67,038	80,756	94,474																										
226	Days	73,191	88,168	103,145																										
	Assistant Principal, ES	207																												
	Counselor (HS, SPED, Transition, CTE)	207																												
	Licensed Professional Counselor	226																												
5			<table border="1"> <tr> <td colspan="2">Daily</td> <td>\$346.52</td> <td>\$417.43</td> <td>\$488.34</td> </tr> <tr> <td>187</td> <td>Days</td> <td>64,800</td> <td>78,060</td> <td>91,320</td> </tr> <tr> <td>207</td> <td>Days</td> <td>71,730</td> <td>86,409</td> <td>101,087</td> </tr> <tr> <td>226</td> <td>Days</td> <td>78,314</td> <td>94,340</td> <td>110,366</td> </tr> </table>			Daily		\$346.52	\$417.43	\$488.34	187	Days	64,800	78,060	91,320	207	Days	71,730	86,409	101,087	226	Days	78,314	94,340	110,366					
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207	Days	71,730	86,409	101,087																										
226	Days	78,314	94,340	110,366																										
	Assistant Principal, MS	207																												
	Dean of Instruction	226																												
	Coordinator, Migrant Academic	226																												
	Coordinator, Title 1	226																												
	Diagnostician	187																												
	Occupational Therapist	187																												
	Physical Therapist	187																												
	Psychologist	187																												
	Speech Language Pathologist	187																												
	Generalist, SPED	187																												

6		
Assistant Principal, HS		207
Chief of Police		226
Coordinator, 504		226
Coordinator, Athletics		226
Coordinator, Health		226
Coordinator, Higher Education		226
Coordinator, HR		226
Coordinator, Payroll		226
Coordinator, RTI		226
Instructional Coach		207
Lead Assessment		207

Daily		\$363.85	\$438.31	\$512.77
207	Days	75,317	90,730	106,143
226	Days	82,230	99,058	115,886

7		
Director, ASP		226
Director, Accounting		226
Director, Band		226
Director, CNP		226
Director, CTE		226
Director, Counseling/Advance Academics		226
Director, Energy Management		226
Director, FACE		226
Director, Maintenance		226
Director, PEIMS		226
Director, Purchasing		226
Director, Transportation		226
Director, Assessment, Research, Evaluation		226
Director, Safety & Security		226
Principal, ES		207
Principal, DAEP		226

Daily		\$382.04	\$460.22	\$538.40
207	Days	79,083	95,266	111,450
226	Days	86,342	104,011	121,679

8		
Director, Athletics		226
Director, Bilingual		226
Director, Communications		226
Director, Elementary Instruction		226
Director, Federal Programs		226
Director, Fine Arts		226
Director, Professional Development		226
Director, Secondary Instruction		226
Director, SPED		226
Director, CCMR		226
Director, Technology		226
Principal (MS, VMA, GO Academy/Collegiate)		226

Daily		\$401.14	\$483.23	\$565.32
226	Days	90,658	109,210	127,763

9	
Executive Director, Administrative Services	226
Principal, HS	226

Daily		\$421.20	\$507.39	\$593.58
226	Days	95,191	114,670	134,149

10	
Assistant Superintendent of Academics	226
Chief Financial Officer- Assistant Superintendent of Finance & Operations	226

Daily		\$522.28	\$629.16	\$736.04
226	Days	118,036	142,191	166,346

2025-2026 Clerical/Technical Pay Plan

San Benito CISD

Pay Grade	Job Title	Calendars
1		
	Aide, 3 yr Program	187
	Aide, ESL Bilingual	187
	Aide, Fine Arts	187
	Aide, Instructional	187
	Aide, Kinder	187
	Aide, Nurse	187
	Aide, Pre,K	187
	Aide, SPED Inclusion	187
	Aide, Band	187
	Aide, General (PE)	187

2		
	Aide, ISS	187
	Aide, CNA	187
	Aide, STEM Lab	187
	Aide, Cosmetology	187
	Aide, EMT	187
	Aide, Library	187
	Aide, SPED (ACU, BMU, ECSE)	187
	Clerk, Mail	260
	Clerk, Office	226
	Clerk, Printer	226

3		
	Aide, Braille	187
	Attendance Officer	187
	Clerk, Attendance (MS, HS)	197
	Clerk, PEIMS ES	207
	Helper, PRIM	226
	Lead Printer	226
	Migrant Recruiter	226
	Secretary, AP HS	226
	Secretary, AP MS	187, 197
	Secretary, Band Director	215
	Secretary, Choir	197
	Secretary, Higher Education	226
	Secretary, MS	226
	Secretary, ASP (TCLAS)/Program Assistant (Contingent on Grant Funding)	226
	Technician, Production	226

		Minimum	Midpoint	Maximum
Hourly		\$12.68	\$15.49	\$18.30
187	Days	18,969	23,173	27,377

Hourly		\$13.55	\$16.56	\$19.57
187	Days	20,268	24,771	29,274
226	Days	24,495	29,938	35,380
260	Days	28,181	34,441	40,702

Hourly		\$15.19	\$18.56	\$21.93
187	Days	22,718	27,760	32,801
197	Days	23,933	29,244	34,555
207	Days	25,148	30,729	36,310
215	Days	26,120	31,916	37,713
226	Days	27,456	33,549	39,642

4	
Lead, Parental Specialist	187
Clerk, Business Office	197, 226
Clerk, Career Awareness	207
Clerk, CNP (Bookkeeper, Inventory)	226
Clerk, ESL	207
Clerk, Human Resources	226
Clerk, NGS	226
Clerk, PEIMS (MS, HS)	226
Clerk, Police	226
Clerk, Purchasing Inventory	226
Clerk, Registrar Assistant, HS	226
Clerk, SPED	215
Clerk, Textbooks	226
Clerk, Transportation	226
Graphic Artist	226
Secretary, Gateway	226
Secretary, Principal ES	207
Secretary, Principal MS	226

Hourly		\$16.24	\$19.85	\$23.46
187	Days	24,300	29,701	35,101
197	Days	25,600	31,289	36,978
207	Days	26,899	32,877	38,856
215	Days	27,939	34,148	40,357
226	Days	29,368	35,895	42,422

5	
Aide, PRC Behavior	207
Bookkeeper, HS	215
Clerk, SPED SHARS/PEIMS	226
Clerk, CNP (Purchasing/Commodity)	226
Registrar, HS	226
Secretary, ASP	226
Secretary, Athletics	226
Secretary, CNP	226
Secretary, Construction Manager	260
Secretary, Counseling	226
Secretary, CTE	226
Secretary, FACE	226
Secretary, Maintenance	260
Secretary, Migrant	226
Secretary, Principal HS	226
Secretary, Testing	226
Secretary, Transportation	226

Hourly		\$17.72	\$21.65	\$25.58
207	Days	29,336	35,844	42,352
215	Days	30,470	37,230	43,989
226	Days	32,029	39,134	46,240
260	Days	36,847	45,022	53,196

6	
Clerk, Accounts Payable	226
Clerk, District PEIMS	226
Clerk, Payroll	226
Secretary, Academics	226
Secretary, Athletics Dir	226
Secretary, Bilingual/Counseling	226
Secretary, Instructional Implementation	226
Secretary, Police	226
Secretary, Prof Dev/Testing	226
Secretary, Public Relations	226
Secretary, Purchasing	226
Secretary, SPED	226
Secretary, Technology	226
Secretary, Health Services	226

Hourly		\$18.95	\$23.16	\$27.37
226	Days	34,260	41,871	49,483

7	
Nurse, LVN	187
Secretary, Executive Director	226
Secretary, Chief	226
Specialist, Accounting	226
Specialist, Federal Programs	226
Specialist, Human Resources	226
Specialist, Insurance	226
Specialist, Payroll	226
Technician, Computer	226
Web Master	226

Hourly		\$20.47	\$25.01	\$29.55
187	Days	30,627	37,419	44,210
226	Days	37,014	45,222	53,431

8	
Technician, Network	226
Secretary, Superintendent	226

Hourly		\$25.38	\$31.02	\$36.66
226	Days	45,879	56,076	66,274

San Benito CISD - Human Resources

Middle School

Counselors/ Dept. Head	Stipend	Frequency
Counselors, Middle School & SPED	\$ 2,500	Monthly
Department Chair	\$ 1,300	Monthly

Teachers	Stipend	Frequency
Composite Certification - Social Studies/English	\$ 1,000	Monthly
Country School (only for Country schools)	\$ 1,000	Monthly
Instructional Technology Representative (Campus, help with Technology Integration)	\$ 1,000	Bi-Annual
Masters (Any Area)*	\$ 1,000	Monthly
Masters (Teaching Field)*	\$ 2,000	Monthly
Doctoral (Teaching Field)*	\$ 2,500	Monthly
Math - Teaching Math, not eligible for Composite	\$ 4,000	Monthly
Media Technology	\$ 1,000	Monthly
Mentor Teacher (Excluding Mentors to ACP Interns)	\$ 300	Bi-Annual
Science - Teaching Science, not eligible for Composite	\$ 4,000	Monthly
Supply Allotment (Teachers and Classroom Paras)	\$ 100	Annual
Teacher Stipend for Student Attendance	10% of six weeks award	Every six weeks
Web Site Representative (Campus)	\$ 1,500	Bi-Annual

Events	Stipend	Frequency
Honor Society	\$ 500	Monthly
Spelling Bee Coach	\$ 500	Annual
Team Leader	\$ 1,000	Annual
UIL Campus Coordinator (1 per campus)	\$ 775	Annual
UIL Subject Area Coach	\$ 775	Annual
Yearbook (1 per campus)	\$ 1,000	Annual
Band Performing Arts	Stipend	Frequency
Band Assistant Director	\$ 9,000	Monthly
Band Director	\$ 11,000	Monthly
Choir Director	\$ 5,500	Monthly
Choir Assistant	\$ 5,000	Monthly
Orchestra Assistant	\$ 5,750	Monthly
Marching	\$ 1,500	Monthly
Dance	Stipend	Frequency
Belles Sponsor	\$ 3,000	Monthly
Belles Assistant Sponsor	\$ 2,000	Monthly
Cheerleading Sponsor	\$ 3,000	Monthly
Cheerleading Assistant Sponsor	\$ 2,000	Monthly

Assistant Principals, Principals & Directors are not eligible for stipends

San Benito CISD - Human Resources
Afterschool Program (ASP)

Part- Time	Hourly/Pay Rate	Frequency
PT Program Assistant: Entry Level (Non Degreed)	\$ 10	Bi-Weekly
PT Program Assistant: Specialized	\$15-30	Bi-Weekly
PT Program Assistant: Bachelors Degree (Not Certified)	\$ 20	Bi-Weekly
PT Certified Teacher	\$ 25	Bi-Weekly
PT Program Assistant: Bachelors Degree (Certified)	\$ 30	Bi-Weekly
PT Program Assistant: Summer School	\$10-30	Bi-Weekly

Events	Hourly/Pay Rate	Frequency
Chess: Entry Level	\$ 15	Bi-Weekly
Chess: Experienced (5+ years)	\$ 25	Bi-Weekly
Chess: International Grandmaster	\$ 30	Bi-Weekly

Teachers - Administrators (Hourly)	Hourly/Pay Rate	Frequency
Teachers/Nurse (RN)	\$ 35	Monthly
Licensed Professional Counselor (LPC)	\$ 50	Monthly

Teachers - Administrators (Annualized)	Annualized	Frequency
Coordinator: Non-Grant Site	2500 \$ 3500	Bi-Annual
Coordinator: Curriculum (\$1,500 per semester)	\$ 3,000	Bi-Annual
Coordinator: Special Events (\$1,500 per semester)	\$ 3,000	Bi-Annual
Coordinator: Technology (\$2,500 per semester)	\$ 5,000	Bi-Annual
Coordinator: Staff Development (\$1,500 per semester)	\$ 3,000	Bi-Annual
Coordinator: Chess (\$2,500 per semester)	\$ 5,000	Bi-Annual
Coordinator: Summer School Track (May - August, Flat rate)	\$ 3,000	Bi-Annual
Coordinator: Recreational Enrichment (\$1,500 per semester)	\$ 3,000	Bi-Annual

All stipend amounts are total annual amounts paid



Request Approval of the San Benito CISD Student Code of Conduct for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the TASB recommended updates to the San Benito CISD Student Code of Conduct for the 2025-2026 school year.

Rationale:

The Student Code of Conduct is reviewed and updated annually to reflect changes in law, policy, and district practices. The 2025-2026 version includes revisions from the Texas Association of School Boards (TASB) Model Code and ensures alignment with state and federal mandates. The updates also enhance clarity for students, parents, and staff regarding expectations, disciplinary procedures, and rights.

Paperwork Impact:

Minimal

Budgetary Information:

No cost district.

Resource Personnel:

All Campuses

JoAnne Fernandez, Director of Secondary Education

Dilia Cornett, Assistant Superintendent of Academics

Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

The Code of Conduct aligns with board policies FN (Legal/Local) and FO (Legal/Local), as well as requirements under Chapter 37 of the Texas Education Code regarding student discipline.



**San Benito CISD
Student Code of Conduct**

2025-2026 School Year

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San Benito CISD Student Code of Conduct

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School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081;
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

In compliance with Texas Education Code 37.0012 and HB 6 (89th Legislative Session), each campus shall have a clearly designated Campus Behavior Coordinator (CBC) responsible for coordinating student disciplinary actions and serving as the primary contact for student behavior matters.

The CBC will:

- Implement and enforce the Student Code of Conduct at the campus level;
- Promptly notify parents or guardians of disciplinary actions, including suspension, DAEP placement, or expulsion;
- Maintain documentation of all student discipline decisions and communications;
- Receive ongoing training related to updates in discipline law and policy, including HB 6; and
- Ensure compliance with all notification timelines, due process procedures, and equity considerations.

The district does not claim or apply any District of Innovation (DOI) exemptions from TEC 37.0012 and adheres strictly to state requirements for CBC designation and responsibilities.

- ~~As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline.~~ The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at www.sbcisd.net under the Student

Support Services Department page.

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

The board utilizes police officers and/or security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of district police officers are to ensure:

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

“Parent” Defined

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

Participating in Graduation Activities

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

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

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

Unauthorized Persons

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

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

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

See **DAEP—Restrictions During Placement** on page 19 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.

- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 13, **On or Off Campus DAEP Placement** on page 15-14, **Placement and/or Expulsion for Certain Offenses** on page 21, and **Expulsion** on page 23, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 12.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 21.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.

- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 21.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 21.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocket knife or any other small knife;
- Mace or pepper spray;
- Pornographic material;

- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 21. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Use of Personal Communication Devices (HB 1481)

San Benito CISD prohibits unauthorized use of personal communication devices (PCDs), including but not limited to cell phones, tablets, smartwatches, and wireless earbuds, during instructional day.

- Devices must be powered off, out of sight, or in a teacher-provided storage area during the school day.
- Use of devices during passing periods, lunch, or other non-instructional times may be regulated by campus level rules.
- Violation of this policy may result in confiscation of the device, parent notification, and progressive disciplinary consequences.

Phone Policy: HB1481

1st Offense: Confiscation of the device, and the student may retrieve it at the end of the day.

2nd Offense: Confiscation of the device, and the parent must retrieve it at the end of the day.

3rd Offense: Confiscation of the device, mandatory parent conference, and student lunch detention and community service.

Repeated violations may result in additional disciplinary action in alignment with the district's student code of conduct.

In accordance with HB1481, any electronic communication device that is confiscated due to policy violations will be securely stored until parent retrieval. However, the district is not responsible for lost, stolen, or damaged devices while in its possession. Students bring personal devices to school at their own risk.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page **Error! Bookmark not defined.**4 and **Expulsion** on page 23 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)

- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to **the** body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

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

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating, **misuse of artificial intelligence (AI)** or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- **Unauthorized Sales:** Students are prohibited from selling any food, beverages, or other items on school grounds for personal profit. All sales must be part of a school-approved fundraiser. Unauthorized sales may result in disciplinary action and confiscation of items
- Repeat violations of other communicated campus or classroom standards of conduct. The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

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

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with **Texas Education Code (TEC) §37.004(b)**: a manifestation determination review (MDR) must be conducted by the ARD committee prior to any disciplinary action that would constitute a change in placement for a student with a disability.

~~the Education Code, an Admission, Review, and Dismissal (ARD) committee meeting must be held to review the conduct of a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see glossary) until.~~

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

Techniques

The following discipline management techniques may be used alone, in combination, or as part

of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief “time-out” period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations’ extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student’s parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 13.
- Placement in a DAEP, as specified in **DAEP** on page 15.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 21.
- Expulsion, as specified in **Expulsion** on page 23.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide **written** notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

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

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

Removal from the School Bus

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

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

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

Formal Removal: **Teacher Removal of Disruptive Students (TEC 37.002)**

In accordance with TEC 37.002 and HB 6, A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as **serious or persistent misbehavior that significantly disrupts the learning environment.** ~~repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn;~~ or
2. ~~The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.~~

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

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is

pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.
- A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

A student may not be returned to the teacher's classroom without the teacher's consent, unless a placement review committee determines otherwise.

*The district does not claim any DOI exemption from this statute.

Returning a Student to the Classroom

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

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

Out-of-School Suspension

Misconduct

[Suspension Procedures \(TEC 37.005 Compliance\)](#)

The district may assign a student to in-school suspension (ISS) or out-of-school suspension (OSS) for violations of the Student Code of Conduct. Per state law:

- Suspensions shall not exceed three school days per incident.
- A conference with the student must occur prior to suspension assignment.
- Prompt parental notification is required, including the reason and length of suspension.

[All suspensions will be documented and reviewed by campus administrators and the CBC.](#)
[The district may not waive these requirements under any DOI plan.](#)

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

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

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

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or

- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, ~~e-cigarettes~~ or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

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

~~Before being suspended~~ In accordance with Texas Education Code 37.005 and HB 6 (89th Legislative Session), San Benito CISD adheres to all state-mandated procedures regarding in-school and out-of-school suspensions.

San Benito CISD:

- Follows the state-defined maximum suspension period of three school days per behavior incident;
- Requires appropriate documentation and prompt parent/guardian notification of any suspension;
- Provides due process through a conference with the student prior to assignment of suspension;
- Ensures that all campus administrators and behavior coordinators are trained on suspension requirements and limitations;
- Does not claim any District of Innovation (DOI) exemptions related to suspension rules under 37.005

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

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

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

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

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

Parental Involvement in Discipline Decision

The district recognizes the important role of parents and guardians in promoting student success and responsible behavior. While not required by law, the district may involve parents in disciplinary decisions in the following ways:

- Inviting parents or guardians to participate in pre-placement conferences for DAEP or expulsion, when practical
- Providing opportunities for parent input during behavior intervention or re-entry planning
- Sharing behavioral plans or supports developed to address repeated misconduct
- Offering access to relevant student support services (e.g., counseling, mentorship)

The district encourages open communication with families and wishes to expand parental involvement in support of student discipline and reintegration.

Coursework During Suspension

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

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student. [In accordance with HB6, in school DAEP suspension may not exceed 10 cumulative days per incident; removal to DAEP for vaping possession is discretionary.](#)

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

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

- Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

Hate-Motivated Conduct and Antisemitism (SB362)

San Benito CISD does not tolerate hate-based behavior, including actions motivated by antisemitism or other forms of bias or discrimination.

In compliance with SB 326:

- During investigations of serious disciplinary violations, the district shall evaluate whether the behavior was motivated by antisemitic intent.
- If such motivation is identified, it shall be documented and considered in determining the appropriate disciplinary response.
- Acts of antisemitism may also be treated as harassment, bullying, or hate speech under district policy and may warrant elevated disciplinary consequences.

The district follows federal and state nondiscrimination laws and promotes an inclusive learning environment for all students.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 23.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - ~~Sells, gives, or delivers to another person or possesses or uses an e-cigarette.~~
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 23.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the CBC. [Before assigning a student to DAEP.](#)

[the district will ensure compliance with TEC 37.006–37.007, including mandatory due process procedures. The district will consider the student's disciplinary history, intent, and any disability-related concerns, including manifestation determinations. DAEP placement decisions will not be subject to District of Innovation exemptions.](#)

Conference

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

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

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

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

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

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the

student and the student's parent.

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

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

DAEP at Capacity

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

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

Coursework Notice

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

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

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

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

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

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

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

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

Exceeds School Year

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

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

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

Exceeds 60 Days

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address: www.sbcisd.net.

Appeals shall begin at *Level One with the Campus Principal and Level Two* with the Director of Student Support Services.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district shall provide transportation to students in a DAEP.

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

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

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

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

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

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

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

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

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

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

in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the

regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

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

Newly Enrolled Students

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

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

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

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

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

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

Hearing and Required Findings

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

1. Threatens the safety of other students or teachers,

2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

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

Length of Placement

The student is subject to the placement until:

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

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 15.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is

18 years of age or older without the student's consent.

- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.

- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

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

While in a DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LLEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)
 - Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
 - Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

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

Process

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

invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

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

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the superintendent or designee authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

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

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

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

6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

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

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

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

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

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

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

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

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

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

Emergency Expulsion Procedures

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

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

Abuse is improper or excessive use.

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

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

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

Arson is defined in part by Penal Code 28.02 as a crime that involves:

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

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

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

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

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

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

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

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such term does not include an antique firearm.

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

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

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

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

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

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

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

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

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

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

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

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

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

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

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

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

Prohibited weapon under Penal Code 46.05(a) means:

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

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

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

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

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

Serious misbehavior means:

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

Serious or persistent misbehavior includes, but is not limited to:

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

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

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

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

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

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

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

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

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

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substan



Request Approval of the San Benito CISD Student Handbook for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the San Benito CISD Student Handbook for the 2025-2026 school year.

Rationale:

The Student Handbook provides essential information to students and families about district expectations, policies, and procedures. It is reviewed annually to reflect legislative updates, policy revisions, and administrative procedures. The 2025-2026 Handbook includes updates to reflect changes from the 89th Texas Legislative Session and revised district protocols.

Paperwork Impact:

Minimal

Budgetary Information:

No cost to district.

Resource Personnel:

All Campuses

Diana Atkinson, Director of Elementary Education

JoAnne Fernandez, Director of Secondary Education

Dilia Cornett, Assistant Superintendent of Academics

Board Policy Reference and Compliance:

The Handbook supports compliance with board policies in the FN and FNG series and incorporates required notices and procedures from the Texas Education Code, including attendance, dress code, and grievance policies.



San Benito CISD

Student Handbook

2025-2026 School Year

San Benito CISD Student Handbook

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Preface Parents and Students:

Welcome to the new school year!

Education is a team effort. Students, parents, teachers, and other staff members working together will make this a successful year.

The *San Benito CISD* Student Handbook is a general reference guide that is divided into two sections:

Section One: Parental Rights describes certain parental rights as specified in state or federal law.

Section Two: Other Important Information for Parents and Students is organized alphabetically by topic. Where applicable, the topics are further organized by grade level.

Note: Unless otherwise noted, the term “parent” refers to the parent, legal guardian, any person granted some other type of lawful control of a student, or any other person who has agreed to assume school-related responsibility for a student.

The Student Handbook is designed to align with law, board-adopted policy, and the Student Code of Conduct, a board-adopted document intended to promote school safety and an atmosphere for learning. The Student Handbook is not meant to be a complete statement of all policies, procedures, or rules in any given circumstance.

In case of conflicts between board policy (including the Student Code of Conduct) and any Student Handbook provision, the district will follow board policy and the Student Code of Conduct.

Therefore, parents and students should become familiar with the *San Benito CISD* Student Code of Conduct. To review the Code of Conduct, visit the district’s website at www.sbcisd.net. State law requires that the Code of Conduct be prominently displayed or made available for review at each campus.

The Student Handbook is updated annually; however, policy adoption and revisions may occur throughout the year. The district encourages parents to stay informed of proposed policy changes by attending board meetings and reviewing communications explaining changes in policy or other rules that affect Student Handbook provisions. The district reserves the right to modify the Student Handbook at any time. Notice of revisions will be provided as is reasonably practical.

Although the Student Handbook may refer to rights established through law or district policy, it does not create additional rights for parents and students. It does not, nor is it intended to, represent a contract between any parent or student and the district.

A hard copy of either the Student Code of Conduct or Student Handbook can be requested at the San Benito CISD Administration Office or at any San Benito

Note: References to board policy codes are included for ease of reference. The hard copy of the district’s official policy manual is available for review at the San Benito CISD Administration Office.

San Benito CISD Student Handbook

The policy manual includes:

- Legally referenced (LEGAL) policies that contain provisions from federal and state laws and regulations, case law, and other legal authorities that provide the legal framework for school districts.
- Board-adopted (LOCAL) policies that articulate the board's choices and values regarding district practices.

For questions about the material in this handbook, please contact the Director of Student Support Services.

Complete and return to the student's campus the following forms (provided in the forms packet distributed at the beginning of the year or upon enrollment):

- Acknowledgment Form
- Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information,
- Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education (if you choose to restrict the release of information to these entities), and
- Consent/Opt-Out Form for participation in third-party surveys.

[See **Objecting to the Release of Directory Information** on page 11 and **Consent Required Before Student Participation in a Federally Funded Survey** on page 12 for more information.]

Accessibility

If you have difficulty accessing this handbook because of a disability, please contact SBCISD Central Office ~~Director of Special Services~~, at (956) 361-6100.

Section One: Parental Rights

This section describes certain parental rights as specified in state or federal law.

Consent, Opt-Out, and Refusal Rights

Consent to Conduct a Psychological Evaluation

Unless required under state or federal law, a district employee will not conduct a psychological examination, test, or treatment without obtaining prior written parental consent.

Note: An evaluation may be legally required under special education rules or by the Texas Education Agency for child abuse investigations and reports.

Consent to Human Sexuality Instruction

Annual Notification

As a part of the district's curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials, and the school board adopts the materials and determines the specific content of the instruction.

- Present abstinence from sexual activity as the preferred choice in relationship to all sexual activity for unmarried persons of school age;
- Devote more attention to abstinence from sexual activity than to any other behavior;
- Emphasize that abstinence, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted infections and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to abstain from sexual activity before marriage as the most effective way to prevent pregnancy and sexually transmitted diseases; and
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

For further information, see the district's human sexuality instruction website at [www.sbcisd.net]

In accordance with state law, a parent may:

- Review, receive a copy of, or purchase a copy of curriculum materials depending on the copyright of the materials.
- Remove his or her child from any part of the human sexuality instruction without academic, disciplinary, or other penalties.
- Become involved in the development of this curriculum by becoming a member of the district's SHAC or attending SHAC meetings. (See the campus principal for details.)
- Use the district's grievance procedure concerning a complaint. See **Complaints and Concerns (All Grade Levels)** on page 39 and FNG(LOCAL).

State law also requires that instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS):

- Present abstinence from sexual activity as the preferred choice in relationship to all sexual activity for unmarried persons of school age.

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- Devote more attention to abstinence from sexual activity than to any other behavior.
- Emphasize that abstinence, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted infections, and the emotional trauma associated with adolescent sexual activity.
- Direct adolescents to abstain from sexual activity before marriage as the most effective way to prevent pregnancy and sexually transmitted diseases.
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

[See Consent to Instruction of Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking on page 8.]

Consent Before Human Sexuality Instruction

Before a student receives human sexuality instruction, the district must obtain written consent from the student's parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin.

Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking

Before a student receives instruction on the prevention of child abuse, family violence, dating violence and sex trafficking, the district must obtain written consent from the student's parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin.

Annual Notification

Students receive instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials, and the school board adopts the materials and determines the specific content of the instruction.

[Include a detailed description of the content of instruction and curriculum materials relating to the prevention of child abuse, family violence, dating violence, and sex trafficking here.] For further information, see the district's abuse prevention instruction website at *[insert URL here.]*

In accordance with state law, a parent may:

- Review, receive a copy of, or purchase a copy of curriculum materials depending on the copyright of the materials. As required by law, any curriculum materials in the public domain used in this instruction will be posted on the district's website at the location indicated above.
- Remove his or her child from any part of this instruction without academic, disciplinary, or other penalties.
- Become involved in the development of this curriculum by becoming a member of the district's SHAC or attending SHAC meetings. (See the campus principal for details.)
- Use the district's grievance procedure concerning a complaint. See **Complaints and Concerns (All Grade Levels)** on page 39 and policy FNG for information on the grievance and appeals process.

[See **Consent to Human Sexuality Instruction** on page 7; **Dating Violence** on page 44; and **Child Sexual Abuse, Trafficking, and Other Maltreatment of Children** on page 34]

Consent to Provide a Mental Health Care Service

The district will not provide a mental health care service to a student or conduct a medical screening of a student as part of the district's intervention procedures except as permitted by law.

The district has established procedures for recommending to a parent an intervention for a student with early warning signs of mental health concerns, substance abuse, or suicide risk. The district's mental health liaison will notify the student's parent within a reasonable amount of time after the liaison learns that a student has displayed early warning signs and provide information about available counseling options.

The district has also established procedures for staff to notify the mental health liaison regarding a student who may need intervention.

The mental health liaison, Director of Counseling/**Advanced Academic Services**, 956-361-6253.

The mental health liaison can provide further information regarding these procedures as well as curriculum materials on identifying risk factors, accessing resources for treatment or support on and off campus, and accessing available student accommodations provided on campus.

[See **Mental Health Support** on page 66.]

Consent to Display a Student's Original Works and Personal Information

Teachers may display a student's work in classrooms or elsewhere on campus as recognition of student achievement without seeking prior parental consent. These displays may include personally identifiable student information. Student work includes:

- Artwork
- Special projects
- Photographs
- Original videos or voice recordings
- Other original works

However, the district will seek parental consent before displaying a student's work on the district's website, a website affiliated or sponsored by the district (such as a campus or classroom website), or in district publications, which may include printed materials, videos, or other methods of mass communication.

Consent to Receive Parenting and Paternity Awareness Instruction if a Student is Under Age 14

A student under age 14 must have parental permission to participate in the district's [Parenting and Paternity Awareness Program](https://www.texasattorneygeneral.gov/child-support/programs-and-initiatives/parenting-and-paternity-awareness-papa/papa-educators/papa-curriculum) (<https://www.texasattorneygeneral.gov/child-support/programs-and-initiatives/parenting-and-paternity-awareness-papa/papa-educators/papa-curriculum>). This program was developed by the Office of the Texas Attorney General and the State Board of Education (SBOE) to be incorporated into health education classes.

Consent to Video or Audio Record a Student when Not Already Permitted by Law

State law permits the school to make a video or voice recording without parental permission when it:

- Is to be used for school safety,
- Relates to classroom instruction or a co-curricular or extracurricular activity,
- Relates to media coverage of the school, or
- Relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

In other circumstances, the district will seek written parental consent before making a video or voice recording of a student.

Please note that parents and visitors to a classroom, both virtual and in person, may not record video or audio or take photographs or other still images without permission from the teacher or other school official.

Opting Out of Advanced Mathematics in Grades 6-8

The district will automatically enroll a student in grade 6 in an advanced mathematics course if the student performed in the top 40 percent on the grade 5 mathematics STAAR or a local measure that demonstrates proficiency in the student's grade 5 mathematics course work.

Enrollment in an advanced mathematics course in grade 6 will enable students to enroll in Algebra I in grade 8 and advanced mathematics in grades 9-12.

The student's parent may opt the student out of automatic enrollment in an advanced mathematics course.

Prohibiting the Use of Corporal Punishment

Corporal punishment — spanking or paddling a student — may be used as a discipline management technique in accordance with the Student Code of Conduct and district policy FO(LOCAL).

However, in accordance with law, the district may not administer corporal punishment if a student's parent submits a signed, written statement prohibiting its use.

A parent who does not want corporal punishment administered to his or her child must submit a written statement to the campus principal stating this decision. This signed statement must be submitted each school year. A parent may revoke this prohibition at any time during the school year by providing a signed statement to the campus principal.

Note:

- District personnel may use discipline methods other than corporal punishment if a parent requests that corporal punishment not be used.
- If the district knows that a student is in temporary or permanent custody of the state (through foster care, kinship care, or other arrangements), corporal punishment will not be administered, even when the student's caregiver or caseworker has not submitted a signed statement prohibiting its use.

Limiting Electronic Communications between Students and District Employees

The district permits teachers and other approved employees to use electronic communications with students within the scope of professional responsibilities, as described by district guidelines.

For example, a teacher may create a social networking page for his or her class to relay information regarding class work, homework, and tests. A parent is welcome to access such a page.

However, text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity must communicate with a student participating in that activity.

The employee is required to include the student's parent as a recipient on all text messages.

OR

The employee is required to include his or her immediate supervisor and the student's parent as recipients on all text messages.

A parent who does not want his or her child to receive one-to-one electronic communications from a district employee should contact the campus principal.

Objecting to the Release of Directory Information

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated "directory information" from a student's education records without written consent.

"Directory information" is information that, if released, is generally not considered harmful or an invasion of privacy. Examples include:

- A student's photograph (for publication in the school yearbook)
- A student's name and grade level (for communicating class and teacher assignments)
- The name, weight, and height of an athlete (for publication in a school athletic program)
- A list of student birthdays (for generating schoolwide or classroom recognition)
- A student's name and photograph (posted on a district-approved and -managed social media platform)
- The names and grade levels of students submitted by the district to a local newspaper or other community publication (to recognize the A/B honor roll for a specific grading period)

Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of this information. Any objection must be made in writing to the principal within ten school days of the student's first day of instruction for this school year. [See **Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information**, included in the forms packet.]

The district requests that families living in a shelter for survivors of family violence or trafficking notify district personnel that the student currently resides in such a shelter. Families may want to opt out of the release of directory information so that the district does not release any information that might reveal the location of such a shelter.

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The district has identified the following as directory information: student name; address; telephone listing; email address; photograph; date and place of birth; major field of study; degrees; honors; and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams. If a parent objects to the release of the student's information included on the directory information response form, this objection also applies to the use of that information for school-sponsored purposes, such as:

- Honor roll
- School newspaper
- Yearbook
- Recognition activities
- News releases
- Athletic programs

Note: Also see **Authorized Inspection and Use of Student Records** on page 16.

Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education (Secondary Grade Levels Only)

Unless a parent has advised the district not to release his or her student's information, the Every Student Succeeds Act (ESSA) requires the district to comply with requests from military recruiters or institutions of higher education to provide the following information about students:

- Name
- Address
- Telephone listing

Military recruiters may also have access to a student's district-provided email address, unless a parent has advised the district not to release this information.

[See **Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education**, included in the forms packet.]

Participation in Third-Party Surveys

Consent Required Before Student Participation in a Federally Funded Survey

The Protection of Pupil Rights Amendment (PPRA) provides parents certain rights regarding participation in surveys, the collection and use of information for marketing purposes, and certain physical exams.

A parent has the right to consent before a student is required to submit to a survey funded by the U.S. Department of Education that concerns any of the following protected areas:

- Political affiliations or beliefs of the student or the student's parent
- Mental or psychological problems of the student or the student's family
- Sex behavior or attitudes
- Illegal, antisocial, self-incriminating, or demeaning behavior
- Critical appraisals of individuals with whom the student has a close family relationship

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- Legally recognized privileged relationships, such as with lawyers, doctors, and ministers
- Religious practices, affiliations, or beliefs of the student or parent
- Income, except when the information is required by law and will be used to determine the student's eligibility for a program

A parent may inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey. [See policy EF(LEGAL) for more information.]

“Opting Out” of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information

The PPRA gives parents the right to receive notice and an opportunity to opt a student out of:

- Activities involving the collection, disclosure, or use of personal information gathered from the child for the purpose of marketing, selling, or otherwise disclosing that information to others.
- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of the student.

Exceptions are hearing, vision, or spinal screenings, or any physical examination or screening permitted or required under state law. [See policies EF and FFAA for more information.]

A parent may inspect:

- Protected information surveys of students and surveys created by a third party
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
- Instructional material used as part of the educational curriculum

The ED provides extensive information about the [Protection of Pupil Rights Amendment](https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance) (<https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance>), including a [PPRA Complaint Form](https://studentprivacy.ed.gov/file-a-complaint) (<https://studentprivacy.ed.gov/file-a-complaint>).

Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction

See **Consent to Human Sexuality Instruction** on page 7 and **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8 for information on a parent's right to remove a student from such instruction.

Reciting a Portion of the Declaration of Independence in Grades 3-12

State law designates the week of September 17 as Celebrate Freedom Week and requires all social studies classes to provide the following:

- Instruction concerning the intent, meaning, and importance of the Declaration of Independence and the U.S. Constitution
- A specific recitation from the Declaration of Independence for students in grades 3-12.

Per state law, a student may be excused from recitation of a portion of the Declaration of Independence if any of the following apply:

- A parent provides a written statement requesting that his or her child be excused.
- The district determines that the student has a conscientious objection to the recitation.
- A parent is a representative of a foreign government to whom the U.S. government extends diplomatic immunity.

[See policy EHBK(LEGAL) for more information.]

Reciting the Pledges to the U.S. and Texas Flags

A parent may request that his or her child be excused from participation in the daily recitation of the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. The request must be made in writing.

State law, however, requires that all students participate in one minute of silence following recitation of the pledges.

[See **Pledges of Allegiance and a Minute of Silence** on page 76 and policy EC(LEGAL) for more information.]

Religious or Moral Beliefs

A parent may remove his or her child temporarily from the classroom if a scheduled instructional activity conflicts with the parent's religious or moral beliefs.

The removal may not be used to avoid a test and may not extend for an entire semester. The student must also satisfy grade-level and graduation requirements as determined by the school and by state law.

Tutoring or Test Preparation

A teacher may determine that a student needs additional targeted assistance for the student to achieve mastery in state-developed essential knowledge and skills based on:

- Informal observations
- Evaluative data such as grades earned on assignments or tests
- Results from diagnostic assessments

The school will always attempt to provide tutoring and strategies for test-taking in ways that prevent removal from other instruction as much as possible.

In accordance with state law and policy EC, districts must obtain parental permission before removing a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the days the class is offered.

If a district offers tutorial services to students, state law requires a student with a grade below 70 for a reporting period to attend.

[For questions about school-provided tutoring programs, contact the student's teacher and see policies EC and EHBC. See **Standardized Testing** on page 86 for information regarding required accelerated instruction after a student fails to perform satisfactorily on certain state-mandated tests.]

Right of Access to Student Records, Curriculum Materials, and District Records/Policies

Parent Review of Instructional Materials

A parent has the right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered, whether instruction is delivered in-person, virtually, or remotely.

The district will make instructional materials available for parent review no later than 30 days before the school year begins and for at least 30 days after the school year ends. However, tests that have not yet been administered will not be made available for parent examination.

The district will provide login credentials to each student's parent for any learning management system or online learning portal used in instruction to facilitate parent access and review.

A parent is also entitled to request that the school allow the student to take home instructional materials the student uses. The school may ask the student to return the materials at the beginning of the next school day.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

District Review of Instructional Materials

A parent may request that the district conduct an instructional material review in a math, English Language Arts, science, or social studies class in which the parent's student is enrolled to determine alignment with state standards and the level of rigor for the grade level.

The district is not required to conduct an instructional material review for a specific subject area or grade level at a specific campus more than once per school year.

For more information about requesting an instructional material review, contact the campus principal **OR** other administrator.

Notices of Certain Student Misconduct to Noncustodial Parent

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child's misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See the Student Code of Conduct and policy FO(LEGAL) for more information.]

Participation in Federally Required, State-Mandated, and District Assessments

In accordance with the Every Student Succeeds Act (ESSA), a parent may request information regarding any federal, state, or district policy related to his or her child's participation in required assessments.

Student Records

Accessing Student Records

A parent may review his or her child's records. These records include:

- Attendance records
- Test scores
- Grades

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- Disciplinary records
- Counseling records
- Psychological records
- Applications for admission
- Health and immunization information
- Other medical records
- Teacher and school counselor evaluations
- Reports of behavioral patterns
- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child, as the term “intervention strategy” is defined by law
- State assessment instruments that have been administered to the child
- Teaching materials and tests used in the child’s classroom

Authorized Inspection and Use of Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights regarding student education records.

For purposes of student records, an “eligible” student is anyone age 18 or older or who attends a postsecondary educational institution. These rights, as discussed here and at **Objecting to the Release of Directory Information** on page 11, are the right to:

- Inspect and review student records within 45 days after the day the school receives a request for access.
- Request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA.
- Provide written consent before the school discloses personally identifiable information from the student’s records, except to the extent that FERPA authorizes disclosure without consent.
- [File a complaint](https://studentprivacy.ed.gov/file-a-complaint) (<https://studentprivacy.ed.gov/file-a-complaint>) with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements.

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy.

Before disclosing personally identifiable information from a student’s records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance — including grades, test results, and disciplinary records — is considered confidential educational records.

Inspection and release of student records is restricted to an eligible student or a student’s parent unless the school receives a copy of a court order terminating parental rights or the right to access a student’s education records. A parent’s rights regarding access to student records are not affected by the parent’s marital status.

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Federal law requires that control of the records goes to the student as soon as the student:

- Reaches the age of 18;
- Is emancipated by a court; or
- Enrolls in a postsecondary educational institution.

However, the parent may continue to have access to the records if the student is a dependent for tax purposes and, under limited circumstances, when there is a threat to the health and safety of the student or other individuals.

FERPA permits the disclosure of personally identifiable information from a student's education records without written consent of the parent or eligible student when school officials have what federal law refers to as a "legitimate educational interest" in a student's records.

Legitimate educational interest may include:

- Working with the student
- Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities
- Compiling statistical data
- Reviewing an educational record to fulfill the official's professional responsibility
- Investigating or evaluating

programs School officials may include:

- Board members and employees, such as the superintendent, administrators, and principals
- Teachers, school counselors, diagnosticians, and support staff (including district health or medical staff)
- A person or company with whom the district has contracted or allowed to provide a specific institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer)
- A person appointed to serve on a team to support the district's safe and supportive school program
- A parent or student serving on a school committee
- A parent or student assisting a school official in the performance of his or her duties

FERPA also permits the disclosure of personally identifiable information without written consent:

- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, the Texas Education Agency, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or, in certain cases, other child welfare representatives.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, district/system, or postsecondary educational institution to which a student seeks or intends to enroll or in which the student already is enrolled.

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- In connection with financial aid for which a student has applied or has received.
- To accrediting organizations to carry out accrediting functions.
- To organizations conducting studies for, or on behalf of, the school to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.
- When the district discloses directory information-designated details. [See **Objecting to the Release of Directory Information** on page 11 to prohibit this disclosure.]

Release of personally identifiable information to any other person or agency — such as a prospective employer or for a scholarship application — will occur only with parental or student permission as appropriate.

The Principal is custodian of all records for currently enrolled students at the assigned school. The Principal is the custodian of all records for students who have withdrawn or graduated.

A parent or eligible student who wants to inspect the student's records should submit a written request to the custodian of records identifying the records he or she wants to inspect.

Records may be reviewed in person during regular school hours. The records custodian or designee will be available to explain the record and to answer questions.

A parent or eligible student who submits a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review the records.

You may contact the custodian of records for currently enrolled students or for students who have withdrawn or graduated at:

Director of PEIMS, Juan R. Martinez, jrmartinez@sbcisd.net, 956-361-6154.

A parent or eligible student may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights.

A request to correct a student's record should be submitted to the appropriate custodian of records. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If after the hearing the records are not amended, the parent or eligible student has 30 school days to place a statement in the student's record.

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the complaint process found in policy FNG(LOCAL). A grade issued by a teacher can be changed only if the board of trustees determines that the grade is arbitrary, erroneous, or inconsistent with the district's grading guidelines.

[See **Report Cards/Progress Reports and Conferences** on page 77, **Complaints and Concerns** on page 39, and **Finality of Grades** at policy FNG(LEGAL).]

The district's student records policy is found at policy FL(LEGAL) and (LOCAL) and is available at the principal's or superintendent's office www.sbcisd.net.

Note: The parent's or eligible student's right of access to and copies of student records does not extend to all records. Materials that are not considered educational records — such as a teacher's personal notes about a student shared only with a substitute teacher — do not have to be made available.

Teacher and Staff Professional Qualifications

A parent may request information regarding the professional qualifications of his or her child's teachers, including whether the teacher:

- Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Has an emergency permit or other provisional status for which state requirements have been waived; and
- Is currently teaching in the field or discipline of his or her certification.

The parent also has the right to request information about the qualifications of any paraprofessional who may provide services to the child.

A Student with Exceptionalities or Special Circumstances

Children of Military Families

[The Interstate Compact on Educational Opportunities for Military Children \(https://www.dodea.edu/partnership/interstatecompact.cfm\)](https://www.dodea.edu/partnership/interstatecompact.cfm) entitles children of military families to flexibility regarding certain district and state requirements, including:

- Immunization requirements
- Grade level, course, or educational program placement
- Eligibility requirements for participation in extracurricular activities
- Enrollment in the Texas Virtual School Network (TXVSN)
- Graduation requirements

The district will excuse absences related to a student visiting a parent, including a stepparent or legal guardian, who is:

- Called to active duty
- On leave
- Returning from a deployment of at least four months

The district will permit **no more than five** excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at [Military Family Resources at the Texas Education Agency \(https://tea.texas.gov/about-tea/other-services/military-family-resources\)](https://tea.texas.gov/about-tea/other-services/military-family-resources).

Parental Role in Certain Classroom and School Assignments

Multiple-Birth Siblings

State law permits a parent of multiple-birth siblings (for example, twins, triplets) assigned to the same grade and campus to request in writing that the children be placed in either the same classroom or separate classrooms.

Written requests must be submitted by the 14th day after the students' enrollment. [See policy FDB(LEGAL) for more information.]

Safety Transfers/Assignments

The board or its designee will honor a parent's request to transfer his or her child to another classroom or campus if the district has determined that the child has been a victim of bullying, including cyberbullying, as defined by Education Code 37.0832.

The board may transfer a student who has engaged in bullying to another classroom. The board will consult with the parent of a child who has engaged in bullying before deciding to transfer the child to another campus.

Transportation is not provided for a transfer to another campus. See the principal for more information.

[See **Bullying** on page 27, and policies FDB and FFI for more information.]

The district will honor a parent's request for the transfer of his or her child to a safe public school in the district if the child attends a school identified by the Texas Education Agency as persistently dangerous or if the child has been a victim of a violent criminal offense while at school or on school grounds.

[See policy FDE for more information.]

The board will honor a parent's request for the transfer of his or her child to another district campus or a neighboring district if the child has been the victim of sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on deferred adjudication for the assault. In accordance with policy FDE, if the victim does not wish to transfer, the board will transfer the assailant.

Student Use of a Service/Assistance Animal

A parent of a student who uses a service/assistance animal because of the student's disability must submit a written request to the principal before bringing the service/assistance animal on campus. The district will try to accommodate a request as soon as possible but will do so within ten district business days.

A Student in the Conservatorship of the State (Foster Care)

In an effort to provide educational stability, the district will provide enrollment and registration assistance, as well as other educational services throughout the student's enrollment, to any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care).

A student in the conservatorship (custody) of the state who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities at any point during the year.

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The district will assess the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district.

The district will award partial course credit when the student only passes one half of a two-half course. [For provisions on partial course credit for students who are not in the conservatorship of the state, see EI(LOCAL).]

A student in the conservatorship of the state who is moved outside the district's or school's attendance boundaries — or who is initially placed in the conservatorship of the state and moved outside the district's or school's boundaries — is entitled to remain at the school the student was attending prior to the placement or move until the student reaches the highest grade level at that particular school.

If a student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, the student can request a diploma from the previous district if the student meets its graduation criteria.

For a student in the conservatorship of the state who is eligible for a tuition and fee exemption under state law and likely to be in care on the day preceding the student's 18th birthday, the district will:

- Assist the student with the completion of applications for admission or financial aid.
- Arrange and accompany the student on campus visits.
- Assist in researching and applying for private or institution-sponsored scholarships.
- Identify whether the student is a candidate for appointment to a military academy.
- Assist the student in registering and preparing for college entrance examinations, including (subject to the availability of funds) arranging for the payment of examination fees by the Texas Department of Family and Protective Services (DFPS).
- Coordinate contact between the student and a liaison officer for students formerly in the conservatorship of the state.

If you have questions, please contact the district's foster care liaison:

[See **Credit by Examination for Advancement/Acceleration** on page 43 and **Course Credit** on page 42.]

A Student Who Is Homeless

A parent is encouraged to inform the district if his or her child is experiencing homelessness. District staff can share resources that may be able to assist families.

A student who is homeless will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements
- Immunization requirements
- Educational program placement (if the student is unable to provide previous academic records or misses an application deadline during a period of homelessness)
- Credit-by-examination opportunities at any point during the year (if the student enrolled in the district after the beginning of the school year), per State Board of Education (SBOE) rules

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- Assessment of the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district
- Awarding partial credit when a student passes only one half of a two-half course
- Eligibility requirements for participation in extracurricular activities
- Graduation requirements

Federal law allows a student who is homeless to remain enrolled in the "school of origin" or to enroll in a new school in the attendance area where the student is currently residing.

If a student who is homeless in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, state law allows the student to request a diploma from the previous district if the student meets the criteria to graduate from the previous district.

A student or parent who is dissatisfied by the district's eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

For more information on services for students who are homeless, contact the district's homeless education liaison: Director of Family and Community Engagement (FACE), 956-361-6310.

[See **Credit by Examination for Advancement/Acceleration** on page 38 and **Course Credit** on page 39.]

A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individuals listed below to learn about the school's overall general education referral or screening system for support services.

This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine whether the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a written request for an initial evaluation for special education services to the director of special education services or to a district administrative employee of the school district, the district must respond no later than 15 school days after receiving the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the [Notice of Procedural Safeguards](https://fw.escapps.net/Display_Portal/publications) (https://fw.escapps.net/Display_Portal/publications). If the district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating

children who are suspected of having a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45-school-day timeline. If the district receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30 due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled [Parent's Guide to the Admission, Review, and Dismissal Process](https://fw.escapps.net/Display_Portal/publications) (https://fw.escapps.net/Display_Portal/publications).

Contact Person for Special Education Referrals

The designated contact person regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is: **Director of Special Services, (956) 361-6221**

For questions regarding post-secondary transitions, including the transition from education to employment, for students receiving special education services, contact the district's transition and employment designee: **Director of Special Services, (956) 361-6221**

Section 504 Referrals

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes:

- Notice
- An opportunity for a parent or guardian to examine relevant records
- An impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel
- A review procedure

Contact Person for Section 504 Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is: **Director of Special Services, (956) 361-6221**

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 24.]

Visit these websites for information regarding students with disabilities and the family:

- [Legal Framework for the Child-Centered Special Education Process](https://fw.escapps.net/Display_Portal?destination=/) (https://fw.escapps.net/Display_Portal?destination=/)
- [Partner Resource Network](http://prntexas.org/) (<http://prntexas.org/>)
- [SPEDTEX: Special Education Information Center](https://www.spedtex.org/) (<https://www.spedtex.org/>)
- [Texas First Project](http://www.texasprojectfirst.org/) (<http://www.texasprojectfirst.org/>)

Notification to Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in a special education program.

A Student Who Receives Special Education Services with Other School-Aged Children in the Home

If a student is receiving special education services at a campus outside his or her attendance zone, state law permits the parent or guardian to request that other students residing in the household be transferred to the same campus — if the grade level for the transferring student is offered on that campus.

The student receiving special education services would be entitled to transportation; however, the district is not required to provide transportation to other children in the household.

The parent or guardian should contact the school principal regarding transportation needs prior to requesting a transfer for other children in the home. [See policy FDB(LOCAL) for more information.]

A Student Who Speaks a Primary Language Other than English

A student may be eligible to receive specialized support if his or her primary language is not English, and the student has difficulty performing ordinary class work in English.

If the student qualifies for these services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including accommodations or modifications related to classroom instruction, local assessments, and state-mandated assessments.

[See **Emergent Bilingual Students** on page 48 and **Special Programs** on page 82.]

A Student with Physical or Mental Impairments Protected under Section 504

A student with a physical or mental impairment that substantially limits a major life activity, as defined by law — and who does not otherwise qualify for special education services — may qualify for protections under Section 504 of the Rehabilitation Act.

Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities.

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When an evaluation is requested, a committee will be formed to determine whether the student needs services and support under Section 504 in order to receive a free appropriate public education (FAPE), as defined in federal law.

[See **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 24 and policy FB for more information.]

Section Two: Other Important Information for Parents and Students

This section contains important information on academics, school activities, and school operations and requirements.

It is organized alphabetically to serve as a quick-reference guide. Where applicable, the topics are further organized by grade level.

Parents and children should take a moment together to become familiar with the issues addressed in this section. For guidance on a particular topic, please contact the campus principal.

Absences/Attendance

Regular school attendance is essential. Absences from class may result in serious disruption of a student's education. The student and parent should avoid unnecessary absences.

Two important state laws are discussed below — one dealing with compulsory attendance and the other with how attendance affects the award of a student's final grade or course credit.

Compulsory Attendance

Prekindergarten and

Kindergarten

Students enrolled in prekindergarten or kindergarten are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

Ages 6-18

State law requires that a student who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not yet reached their 19th birthday, shall attend school, as well as any applicable accelerated instruction program, extended-year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

State law requires a student in kindergarten-grade 2 to attend any assigned accelerated reading instruction program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program based on a diagnostic reading instrument.

A student will be required to attend any assigned accelerated instruction program before or after school or during the summer if the student does not meet the passing standards on an applicable subject area state assessment.

Age 19 and Older

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day until the end of the school year. If the student incurs more than five unexcused absences in a semester, the district may revoke the student's enrollment. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA for more information.]

Compulsory Attendance — Exemptions

All Grade Levels

State law allows exemptions to the compulsory attendance requirements for the following activities and events, as long as the student makes up all work:

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- Religious holy days
- Required court appearances
- Appearing at a governmental office to obtain U.S. citizenship
- Taking part in a US naturalization oath ceremony
- Serving as an election clerk
- Health-care appointments for the student or a child of the student, including absences related to autism services
- Absences resulting from a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, with certification by a physician
- For students in the conservatorship of the state:
 - An activity required under a court-ordered service plan; or
 - Any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

For children of military families, absences of up to five days will be excused for a student to visit a parent, stepparent, or legal guardian going to, on leave from, or returning from certain deployments. [See **Children of Military Families** on page 19.]

Note that documented health-care appointments may include telehealth appointments. Students who are physically on campus will not be allowed to participate in telehealth or other online appointments without specific authorization from an appropriate administrator. Students should not use district-issued technology, including wi-fi or internet, for telehealth appointments because use of district-owned equipment and its network systems is not private and may be monitored by the district. For more information, see **Telecommunication and Other Electronic Devices** on page 86 .

Secondary Grade Levels

The district will allow a student who is 15 years of age or older to be absent for one day to obtain a learner license and one day to obtain a driver's license, provided that the board has authorized such excused absences under policy FEA(LOCAL). The student will be required to provide documentation of his or her visit to the driver's license office for each absence and must make up any work missed.

[See **Driver License Attendance Verification** on page 26.]

The district will allow junior and senior students to be absent for up to two days per year to visit a college or university if the following conditions are met:

- The board has authorized such excused absences under policy FEA(LOCAL).
- The principal has approved the student's absence.
- The student follows campus procedures to verify the visit and makes up any work missed.

The district will allow a student 17 years old or older to be absent for up to four days during the period the student is enrolled in high school to pursue enlistment in the U.S. armed services or Texas National Guard, provided the student verifies these activities to the district.

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The district will allow a student to be absent for up to two days during the student's junior year and two days during the student's senior year for a career investigation day to visit a professional at that individual's workplace to determine the student's interest in pursuing a career in the professional's field, provided the student verifies these activities to the district.

The district will allow a student to be absent for up to two days per school year to serve as:

- An early voting clerk, provided the district's board has authorized this in policy FEA(LOCAL), the student notifies his or her teachers, and the student receives approval from the principal prior to the absences; or
- An election clerk, if the student makes up any work missed.

The district will allow a student in grades 6-12 to be absent for the purpose of sounding "Taps" at a military honors funeral for a deceased veteran.

Compulsory Attendance — Failure to Comply

All Grade Levels

School employees must investigate and report violations of the compulsory attendance law.

A student who is absent without permission from school, any class, any required special program, or any required tutorial will be considered in violation of the compulsory attendance law and subject to disciplinary action.

Students with Disabilities

If a student with a disability is experiencing attendance issues, the student's ARD or Section 504 committee will determine whether the attendance issues warrant an evaluation, a reevaluation, and/or modifications to the student's individualized education program or Section 504 plan, as appropriate.

Ages 6-18

When a student age 6-18 incurs three or more unexcused absences within a four-week period, the law requires the school to send notice to the parent.

The notice will:

- Remind the parent of his or her duty to monitor the student's attendance and require the student to attend school.
- Request a conference between school administrators and the parent.
- Inform the parent that the district will initiate truancy prevention measures, including a behavior improvement plan, school-based community service, referrals to counseling or other social services, or other appropriate measures.

You may contact the Director of Family and Community Engagement (FACE), 956-361-6310.

For any questions about student absences, parents should contact the facilitator or any other campus administrator.

A court of law may impose penalties against the parent if a school-aged student is deliberately not attending school. The district may file a complaint against the parent if the student incurs ten or more unexcused absences within a six-month period in the same school year.

If a student age 12-18 incurs ten or more unexcused absences within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policies FEA(LEGAL) and FED(LEGAL) for more information.]

Age 19 and Older

After a student age 19 or older incurs a third unexcused absence, the district is required by law to send the student a letter explaining that the district may revoke the student's enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student's enrollment, the district may implement a behavior improvement plan.

Attendance for Credit or Final Grade (All Grade Levels)

To receive credit or a final grade in a class, a student must attend the class at least 90 percent of the days it is offered. A student who attends fewer than 90 percent of the days the class is offered will be referred to the attendance review committee. The committee will determine whether there are extenuating circumstances for the absences and how the student can regain credit or a final grade. [See policy FEC for more information.]

With the exception of absences due to serious or life-threatening illness or related treatment, all absences, excused or unexcused, may be held against a student's attendance requirement. To determine whether there were extenuating circumstances for any absences, the principal or attendance committee will consider:

- Whether the student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.
- If the student completes makeup work, absences listed under **Compulsory Attendance — Exemptions** on page 24 and absences for extracurricular activities will be considered extenuating circumstances.
- Whether the student or the student's parent had any control over the absences.
- Any information presented by the student or parent to the committee about the absences.

The student or parent may appeal the committee's decision to the board by following policy FNG(LOCAL).

Official Attendance-Taking Time (All Grade Levels)

The district will take official attendance every day at 10:00 AM.

A student absent for any portion of the day, should follow the procedures below to provide documentation of the absence.

Documentation after an Absence (All Grade Levels)

A parent must provide an explanation for any absence upon the student's arrival or return to school. The student must submit a note signed by the parent. The campus may accept a phone call from the parent but reserves the right to require a written note.

A note signed by the student will not be accepted unless the student is age 18 or older or is an emancipated minor under state law.

The campus will document in its attendance records whether the absence is excused or unexcused.

Note: The district is not required to excuse any absence, even if the parent provides a note explaining the absence, unless the absence is an exemption under compulsory attendance laws.

Doctor's Note after an Absence for Illness (All Grade Levels)

Within 3 days of returning to school, a student who is absent for more than 3 consecutive days because of a personal illness must bring a statement from a doctor or health clinic, **licensed to practice in Texas**, verifying the illness or condition that caused the absence. Otherwise, the absence may be considered unexcused and in violation of compulsory attendance laws.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the absence to determine whether an absence will be excused or unexcused.

Certification of Absence Due to Severe Illness or Treatment

If a student is absent because of a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, a parent must provide certification from a physician licensed to practice in Texas specifying the student's illness and the anticipated period of absence related to the illness or treatment.

Driver License Attendance Verification (Secondary Grade Levels Only)

A currently enrolled student seeking a driver's license shall submit the Texas Department of Public Safety Verification of Enrollment and Attendance Form (VOE), signed by the parent, to the campus central office at least 10 days before it is needed. The district will issue a VOE only if the student meets class credit or attendance requirements. The [VOE form](https://www.tdlr.texas.gov/driver/forms/VOE.pdf) (<https://www.tdlr.texas.gov/driver/forms/VOE.pdf>) is available online.

Further information may be found on the [Texas Department of Public Safety website](https://www.dps.texas.gov/section/driver-license/how-apply-texas-driver-license-teen) (<https://www.dps.texas.gov/section/driver-license/how-apply-texas-driver-license-teen>).

See **Compulsory Attendance — Exemptions for Secondary Grade Levels** on page 26 for information on excused absences for obtaining a learner license or driver's license.

Accountability under State and Federal Law (All Grade Levels)

San Benito CISD and each of its campuses are held to certain standards of accountability under state and federal law. A key component of accountability is the dissemination and publication of certain reports and information, including:

- The Texas Academic Performance Report (TAPR) for the district, compiled by the Texas Education Agency (TEA), based on academic factors and ratings
- A School Report Card (SRC) for each campus in the district, compiled by TEA
- The district's financial management report, which includes the financial accountability rating assigned to the district by TEA

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- Information compiled by TEA for the submission of a federal report card that is required by federal law

Accountability information can be found on the district's website at www.sbcisd.net. Hard copies of any reports are available upon request to the district's administration office.

TEA maintains additional accountability and accreditation information at [TEA Performance Reporting Division](http://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting) (<https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting>).

Armed Services Vocational Aptitude Battery Test (Grades 10-12)

A student in grades 10-12 will be offered an opportunity to take the Armed Services Vocational Aptitude Battery test and consult with a military recruiter.

Contact the principal for information about this opportunity.

Awards and Honors (All Grade Levels)

Please refer to San Benito CISD Elementary and Secondary Grading Policies.

Bullying (All Grade Levels)

The district strives to prevent bullying, in accordance with the district's policies, by promoting a positive school culture; building healthy relationships between students and staff; encouraging reporting of bullying incidents, including anonymous reporting; and investigating and addressing reported bullying incidents.

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

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

Bullying includes cyberbullying. Cyberbullying is defined in state law as bullying that is done using any electronic communication device, including:

- A cellular or other type of telephone
- A computer
- A camera
- Electronic mail
- Instant messaging
- Text messaging
- A social media application

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- An internet website
- Any other internet-based communication tool

Bullying is prohibited by the district and could include:

- Hazing
- Threats
- Taunting
- Teasing
- Confinement
- Assault
- Demands for money
- Destruction of property
- Theft of valued possessions
- Name-calling
- Rumor-spreading
- Ostracism

The district will integrate into instruction research-based content designed to reduce bullying that is appropriate for students' age groups.

Students in elementary grades will participate in:

- Instruction designed so that students can recognize bullying behaviors and how to report them
- Age-appropriate discussions that encourage peers to intervene when they observe bullying occur
- Instruction that characterizes bullying as a behavior that results from the student's need to acquire more mature social or coping skills, not an unchangeable trait

Students in secondary grades will participate in:

- Instruction on the brain's ability to change and grow so the student recognizes bullying behavior can come from a developmental need to acquire more social skills, can change when the brain matures and learns better ways of coping, and is not an unchangeable trait
- Discussions that portray bullying as undesirable behavior and a means for attaining or maintaining social status at school, and that discourage students from using bullying as a tool for social status
- Instruction designed so that students recognize the role that reporting bullying behaviors plays in promoting a safe school community

The district will use an age-appropriate survey regarding school culture that includes relevant questions on bullying to identify and address student concerns.

Each campus has a committee that addresses bullying by focusing on prevention efforts and health and wellness initiatives. The committee will include parents and secondary students. For

more information on this committee, including interest in serving on the committee, contact campus administration.

If a student believes that he or she has experienced bullying or witnesses the bullying of another student, the student or parent should notify a teacher, school counselor, principal, or another district employee as soon as possible. Any district employee aware of a report of a bullying incident will relay the report to an appropriate administrator. Procedures for reporting allegations of bullying may be found on the district's website.

A student may anonymously report an alleged incident of bullying by utilizing the STOPit App.

The administration will investigate any allegations of bullying and related misconduct. The district will also provide notice to the parent of the alleged victim and the parent of the student alleged to have engaged in bullying.

If an investigation determines that bullying occurred, the administration will take appropriate disciplinary action and may, in certain circumstances, notify law enforcement. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying.

The district will provide research-based interventions, which may include counseling options, for students who engage in bullying behaviors, students who are targeted by bullying behaviors, and any student who witnessed bullying behaviors.

Any action taken in response to bullying will comply with state and federal law regarding students with disabilities.

Any retaliation against a student who reports an incident of bullying is prohibited.

Upon recommendation of the administration, the board may transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parents, the board may transfer the student to another campus in the district.

The parent of a student who has been determined to be a victim of bullying may request that the student be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments** on page 20.]

A copy of the district's bullying policy is available in the principal's office, superintendent's office, and on the district's website, and is included at the end of this handbook as an appendix.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

[See **Safety Transfers/Assignments** on page 20, **Dating Violence, Discrimination, Harassment, and Retaliation** on page 44, **Hazing** on page 62, policy FFI, the district's Student Code of Conduct, and the district improvement plan, a copy of which can be viewed in the campus office.]

Career and Technical Education (CTE) and Other Work-Based Programs (Secondary Grade Levels Only)

The district offers a career and technical education program. ~~The district offers career and technical education program.~~ For information on the Admission Process and Programs offered, please contact the CTE Director at (956) 361-6574.

District policy prohibits discrimination on the basis of race, color, national origin, sex, or handicap in its vocational programs, services, or activities, and provides equal access to the

Boy Scouts and other designated youth groups as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

District policy also prohibits discrimination on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

The district will take steps to assure that lack of English language skills will not be a barrier to admission or participation in all educational and vocational programs.

For information about your rights or grievance procedures, contact the Title IX coordinator and the ADA/Section 504 coordinator.

[See **Nondiscrimination Statement** on page 74 for the name and contact information for the Title IX coordinator and ADA/Section 504 coordinator.]

Celebrations (All Grade Levels)

Although a parent or grandparent may provide food to share for a school-designated function or for a student's birthday, please be aware that children in the school may have severe allergies to certain food products. Discuss any classroom allergies with the teacher before bringing food to share.

Occasionally, the school or a class may host functions or celebrations tied to the curriculum that involve food. The school or teacher will notify students and parents of any known food allergies when soliciting potential volunteers to provide food.

[See **Food Allergies** on page 68.]

Child Sexual Abuse, Trafficking, and Other Maltreatment of Children (All Grade Levels)

The district has established a plan for addressing child sexual abuse, trafficking, and other maltreatment of children, which may be accessed by contacting the Director of Counseling/**Advanced Academics**. Trafficking includes both sex and labor trafficking.

Warning Signs of Sexual Abuse

Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. A person who compels or encourages a child to engage in sexual conduct commits abuse. It is illegal to make or possess child pornography or to display such material to a child.

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has been or is being sexually abused may exhibit physical, behavioral, or emotional warning signs, including:

- Difficulty sitting or walking, pain in the genital areas, and claims of stomachaches and headaches
- Verbal references or pretend games of sexual activity between adults and children, fear of being alone with adults of a particular gender, or sexually suggestive behavior

- Withdrawal, depression, sleeping and eating disorders, and problems in school

Be aware that children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs. [See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 44 and **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8.]

Warning Signs of Trafficking

Child trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Labor trafficking involves forcing a person, including a child, to engage in forced labor or services.

Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches. Some traffickers contact victims online.

Possible warning signs of sexual trafficking in children include:

- Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude
- Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology)
- Tattoos or branding
- Refillable gift cards
- Frequent runaway episodes
- Multiple phones or social media accounts
- Provocative pictures posted online or stored on the phone
- Unexplained injuries
- Isolation from family, friends, and community
- Older romantic partners

Additional warning signs of labor trafficking in children include:

- Being unpaid, paid very little, or paid only through tips
- Being employed but not having a school-authorized work permit
- Being employed and having a work permit but clearly working outside the permitted hours for students
- Owing a large debt and being unable to pay it off
- Not being allowed breaks at work or being subjected to excessively long work hours
- Being overly concerned with pleasing an employer and/or deferring personal or educational decisions to a boss
- Not being in control of his or her own money
- Living with an employer or having an employer listed as a student's caregiver
- A desire to quit a job but not being allowed to do so

[See **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8.]

Reporting and Responding to Sexual Abuse, Trafficking, and Other Maltreatment of Children

Anyone who suspects that a child has been or may be abused, trafficked, or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has experienced sexual abuse or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Children may be more reluctant to disclose sexual abuse than physical abuse and neglect and may only disclose sexual abuse indirectly. As a parent or trusted adult, it is important to be calm and comforting if your child or another child confides in you. Reassure the child that he or she did the right thing by telling you.

If your child is a victim of sexual abuse, trafficking, or other maltreatment, the school counselor or principal will provide information on counseling options for you and your child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early intervention counseling programs.

To find out what services may be available in your county, see [Texas Department of Family and Protective Services, Programs Available in Your County](http://www.dfps.state.tx.us/Prevention_and_Early_Intervention/Programs_Available_In_Your_County/default.asp) (http://www.dfps.state.tx.us/Prevention_and_Early_Intervention/Programs_Available_In_Your_County/default.asp)

Reports of abuse, trafficking, or neglect may be made to the CPS division of the DFPS at 1-800-252-5400 or on the web at [Texas Abuse Hotline Website](http://www.txabusehotline.org) (www.txabusehotline.org).

Further Resources on Sexual Abuse, Trafficking, and Other Maltreatment of Children

The following websites include resources to help increase awareness of child abuse and neglect, sexual abuse, trafficking, and other maltreatment of children:

- [Child Welfare Information Gateway](https://www.childwelfare.gov/pubPDFs/whatiscan.pdf) (<https://www.childwelfare.gov/pubPDFs/whatiscan.pdf>)
- [KidsHealth, For Parents, Child Abuse](https://kidshealth.org/en/parents/child-abuse.html) (<https://kidshealth.org/en/parents/child-abuse.html>)
- [Office of the Texas Governor's Child Sex Trafficking Team](https://gov.texas.gov/organization/cjd/childsextrafficking) (<https://gov.texas.gov/organization/cjd/childsextrafficking>)
- [Human Trafficking of School-aged Children](https://tea.texas.gov/about-tea/other-services/human-trafficking-of-school-aged-children) (<https://tea.texas.gov/about-tea/other-services/human-trafficking-of-school-aged-children>)
- [Child Sexual Abuse: A Parental Guide from the Texas Association Against Sexual Assault](https://taasa.org/product/child-sexual-abuse-parental-guide/) (<https://taasa.org/product/child-sexual-abuse-parental-guide/>)
- [National Center of Safe Supportive Learning Environments: Human Trafficking in America's Schools](https://safesupportivelearning.ed.gov/human-trafficking-americas-schools) (<https://safesupportivelearning.ed.gov/human-trafficking-americas-schools>)

Class Rank/Highest-Ranking Student (Secondary Grade Levels Only)

Please refer to the San Benito CISD **2025-2026** Secondary Grading Policy for the criteria used for Class Rank/Highest Ranking Student or contact the Director of Secondary Instructional Implementation at (956) 361-6100. [See policy EIC for more information]

Class Schedules (Secondary Grade Levels Only)

All students are expected to attend school for the entire school day and maintain a full class schedule. Exceptions may be made occasionally by the campus principal for students in grades 9-12 who meet specific criteria and receive parental consent to enroll in less than a full-day schedule.

[See **Schedule Changes** on page 82 for information related to student requests to revise their course schedule.]

College and University Admissions and Financial Aid (All Grade Levels)

For two school years following graduation, a district student who graduates as valedictorian or in the top ten percent of his or her class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Completes the distinguished level of achievement under the foundation graduation program [see **Foundation Graduation Program** on page 57]; or
- Satisfies the ACT College Readiness Benchmarks or earns at least a 1500 out of 2400 on the SAT.

The student is ultimately responsible for meeting the admission requirements of the university or college, including timely submission of a completed application.

If a college or university adopts an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of his or her class.

The University of Texas at Austin may limit the number of automatically admitted students to 75 percent of the University's enrollment capacity for incoming resident freshmen. From the summer 2023 term through the spring 2025 term, the University will admit the top six percent of a high school's graduating class who meet the above requirements. Additional applicants will be considered by the University through a holistic review process.

As required by law, the district will provide written notice concerning the following:

- Automatic college admission
- Curriculum requirements for financial aid
- Benefits of completing the requirements for automatic admission and financial aid
- The Texas First Early High School Completion Program, which requires a student to provide an official copy of assessment results and transcripts, as applicable, to receive credit for the assessments and credits required for early graduation under the program
- The Texas First Scholarship Program
- The Future Texas Teachers Scholarship Program

Parents and students will be asked to sign an acknowledgment that they received this information.

Students and parents should contact the school counselor for further information about automatic admissions, the application process, and deadlines.

[See **Class Rank/Highest-Ranking Student** on page 36 for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** on page 56 for information associated with the foundation graduation program.]

[See **Students in the Conservatorship of the State (Foster Care)** on page 20 for information on assistance in transitioning to higher education for students in foster care.]

College Credit Courses (Secondary Grade Levels Only)

Students in grades 9-12 may earn college credit through the following opportunities:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), ~~International Baccalaureate (IB)~~, or college preparatory
- Enrollment in AP or dual credit courses through the Texas Virtual School Network (TXVSN)
- Enrollment in courses taught in conjunction and in partnership with Texas Southmost College (TSC), Texas State Technical College (TSTC) and the University of Texas – Austin, which may be offered on or off campus;
- Enrollment in courses taught at other colleges or universities

Please contact the Higher Education Coordinator at San Benito High School at (956) 361-6528.

Under the Financial Aid for Swift Transfer (FAST) program, a student may be eligible to enroll at no cost to the student in dual credit courses at a participating institution of higher education. The FAST program allows students who are or have been educationally disadvantaged at any time during the four years preceding the student's enrollment in a dual credit course to enroll at no cost to the student. The district will determine eligibility upon the student's enrollment in the dual credit course. See the high school counselor for more information.

A student may be eligible for subsidies based on financial need for AP ~~or IB~~ exam fees. See **Fees (All Grade Levels)** on page 54 for more information.

A student may also earn college credit for certain Career and Technical Education (CTE) courses. See **Career and Technical Education (CTE) and Other Work-Based Programs (Secondary Grade Levels Only)** on page 29 for information on CTE and other work-based programs.

All these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the school counselor for more information. Depending on the student's grade level and the course, a state-mandated end-of-course assessment may be required for graduation.

Not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

Communications (All Grade Levels)

Parent Contact Information

A parent is legally required to provide in writing the parent's contact information, including address, phone number, and email address.

A parent must provide the contact information to the district upon enrollment and again within two weeks after the beginning of each following school year while the student is enrolled in the district.

If the parent's contact information changes during the school year, the parent must update the information in writing no more than two weeks after the date the information changes.

A parent may update contact information by contacting the student's campus.

Automated Emergency Communications

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. An emergency situation may include early dismissal, delayed opening, or restricted access to the campus due to severe weather, another emergency, or a security threat. It is crucial to notify your child's school when a phone number changes.

[See **Safety** on page 76 for information regarding contact with parents during an emergency situation.]

Automated Nonemergency Communications

Your child's school periodically sends information by automated or pre-recorded messages, text messages, or real-time phone or email communications that are closely related to the school's mission and specific to your child, your child's school, or the district.

Standard messaging rates of your wireless phone carrier may apply.

If you do not wish to receive such communications, please contact your child's principal. [See **Safety** on page 76 for information regarding contact with parents during an emergency.]

Complaints and Concerns (All Grade Levels)

Usually, student or parent complaints or concerns can be addressed informally by a phone call or a conference with the teacher or principal.

For those complaints and concerns that cannot be resolved informally, the board has adopted a Student and Parent Complaints/Grievances policy at FNG(LOCAL). This policy can be viewed in the district's policy manual, available online at www.sbcisd.net. The complaint forms can be accessed online at www.sbcisd.net or at the principal's or superintendent's office.

To file a formal complaint a parent or student should complete and submit the complaint form. In general, the written complaint form should be completed and submitted to the campus principal in a timely manner.

If the concern is not resolved, a parent or student may request a conference with the superintendent.

If the concern is still unresolved, the district provides a process for parents and students to appeal to the board of trustees.

Conduct (All Grade Levels)

Applicability of School Rules

The board has adopted a Student Code of Conduct that defines standards of acceptable behavior — on and off campus, during ~~remote and~~ in-person instruction, and on district vehicles — and outlines consequences for violation of these standards. The district has disciplinary

authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules.

During summer instruction, the Student Handbook and Student Code of Conduct in place for the school year immediately preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

Campus Behavior Coordinator

Each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for each campus behavior coordinator is available on the district's website at www.sbcisd.net and the coordinator for this campus is listed below:

Contact Campus Principal for the name of Campus Behavior Coordinator, ~~office extension number and email address.~~

Deliveries

Except in emergencies, delivery of messages or packages to students will not be allowed during instructional time. A parent may leave a message or a package, such as a forgotten lunch (**only for their own child**), for the student to pick up from the front office during a passing period or lunch. **Food delivery services will not be allowed (ex. UberEats, DoorDash, Favor, etc.)**

Disruption of School Operations

Disruption of school operations is not tolerated and may constitute a misdemeanor offense. As identified by state law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.

Disruption of classes or other school activities while on or within 500 feet of district property includes:

- Making loud noises
- Trying to entice a student away from, or to prevent a student from attending, a required class or activity
- Entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct

Interference with the transportation of students in vehicles owned or operated by the district is also considered a disruption.

Social Events

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event and will not be readmitted.

A parent interested in serving as a chaperone for any school social events should contact the campus principal.

Counseling

The district has a comprehensive school counseling program that includes:

- A guidance curriculum to help students develop their full educational potential, including the student's interests and career objectives
- A responsive services component to intervene on behalf of any student whose immediate personal concerns or problems put the student's continued educational, career, personal, or social development at risk
- An individual planning system to guide a student as the student plans, monitors, and manages the student's own educational, career, personal, and social development
- Systems to support the efforts of teachers, staff, parents, and other members of the community in promoting the educational, career, personal, and social development of students

The district will make a preview of the program, including all materials and curriculum, available to parents to review during school hours.

Academic Counseling

Elementary and Middle/Junior High School Grade Levels

The school counselor will provide information to students and parents about college and university admissions and the importance of planning for postsecondary education, including appropriate coursework and financial aid availability and requirements.

In either grade 7 or 8, each student will receive instruction on how best to prepare for high school, college, and a career.

High School Grade Levels

High school students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, and early graduation procedures.

Each year, high school students will be provided information on anticipated course offerings for the next school year, how to make the most of academic and career and technical education (CTE) opportunities, and the importance of postsecondary education.

The school counselor will also provide information each year a student is enrolled in high school regarding:

- The importance of postsecondary education

- The advantages of earning an endorsement and completing the foundation program with the distinguished level of achievement
- The disadvantages of pursuing a high school equivalency exam (GED) as opposed to earning a high school diploma
- Financial aid eligibility and how to apply for financial aid
- Automatic admission to state-funded Texas colleges and universities
- Eligibility requirements for the TEXAS Grant
- Availability of district programs that allow students to earn college credit
- Availability of tuition and fee assistance for postsecondary education for students in foster care
- Availability of college credit awarded by institutions of higher education to veterans and military service members for military experience, education, and training

Additionally, the school counselor can provide information about workforce opportunities after graduation or technical and trade school opportunities, including opportunities to earn industry-recognized certificates and licenses.

[See **Scholarships and Grants** on page 58 for more information.]

Personal Counseling (All Grade Levels)

The school counselor is available to assist students with a wide range of personal, social, and family concerns, including emotional or mental health issues and substance abuse. A student who wishes to meet with the school counselor should contact Campus Office Secretary or Campus Counseling Department Secretary. As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

If your child has experienced trauma, contact the school counselor for more information.

[See **Mental Health Support** on page 62, and **Child Sexual Abuse, Trafficking, and Other Maltreatment of Children** on page 30 and **Dating Violence** on page 40.]

Course Credit (Secondary Grade Levels Only)

A student at any grade level enrolled in a high school course will earn credit for the course only if the final grade is 70 or above. For a two-part (two-semester, 1-credit course), the student's grades from both halves (semesters) will be averaged and credit will be awarded if the combined average is 70 or above. If the student's combined average is less than 70, the student will be awarded credit only for the half (semester) with the passing grade.

Credit by Examination — If a Student Has Taken the Course/Subject (Grades 6-12)

A student who has previously taken a course or subject but did not receive credit or a final grade for it may, in circumstances determined by the principal or attendance committee, be permitted to earn credit or a final grade by passing an examination approved by the district's board of trustees on the essential knowledge and skills defined for that course or subject.

Examples of prior instruction include incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a non-accredited

school. The opportunity to earn credit by examination after the student has had prior instruction is sometimes referred to as “credit recovery.”

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an examination.

If a student is granted approval to take an examination for credit, the student must score at least 70 on the examination to receive credit for the course or subject.

[See the school counselor and policy EHDB(LOCAL) for more information.]

Credit by Examination for Advancement/Acceleration — If a Student Has Not Taken the Course/Subject

A student will be permitted to earn credit by examination for an academic course or subject area for which the student had no prior instruction for advancement or to accelerate to the next grade level.

The examinations offered by the district are approved by the district’s board of trustees. Testing windows for these examinations will be published in district publications and on the district’s website. A student may take a specific examination only once per testing window.

The only exceptions to the published testing windows will be for examinations administered by another entity or to accommodate a student experiencing homelessness or a student involved in the foster care system.

When another entity administers an examination, the student and the district must comply with the testing schedule of the other entity.

If a student plans to take an examination, the student or parent must register with the school counselor no later than 30 days prior to the scheduled testing date. [See policy EHDC for more information.]

Kindergarten Acceleration

Students in Grades 1-5

A student in elementary school is eligible to accelerate to the next grade level if:

- The student scores at least an 80 on each examination in the subject areas of language arts, mathematics, science, and social studies;
- A district administrator recommends that the student be accelerated; and
- The student’s parent gives written approval of the grade advancement.

Students in Grades 6-12

A student in grade 6 or above is eligible to earn course credit with:

- A passing score of at least 80 on an examination approved by the board; or
- A scaled score of 50 or higher on an examination administered through the College Level Examination Program (CLEP); or
- A score of 3 or higher on an AP examination, as applicable.

A student may take an examination to earn high school course credit no more than twice. If a student fails to achieve the designated score on the applicable exam before the beginning of the

school year in which the student would need to enroll in the course according to the school's high school course sequence, the student must complete the course.

Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)

Students learn best, and their welfare is best served, in a school environment that is free from dating violence, discrimination, harassment, and retaliation.

Students are expected to treat peers and district employees with courtesy and respect, avoid offensive behaviors, and stop those behaviors as directed. District employees are likewise expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly address inappropriate and offensive behaviors that are based on a person's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. A copy of the district's policy is available in the principal's office or at www.sbcisd.net [See policy FFH for more information.]

Dating Violence

Dating violence will not be tolerated at school. To report dating violence, see **Reporting Procedures**, on page 46.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship or any of the person's past or subsequent partners. This type of conduct is considered harassment if it is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to:

- Physical or sexual assaults
- Name-calling
- Put-downs
- Threats to hurt the student, the student's family members, or members of the student's household
- Destroying property belonging to the student
- Threats to commit suicide or homicide if the student ends the relationship
- Threats to harm a student's past or current dating partner
- Attempts to isolate the student from friends and family
- Stalking
- Encouraging others to engage in these behaviors

In accordance with law, when the district receives a report of dating violence, a district official will immediately notify the parent of the alleged victim and alleged perpetrator.

The counselor's office has information about the dangers of dating violence and resources for seeking help.

For more information on dating violence, see:

- Texas Attorney General's office [recognizing and responding to dating violence flier](https://www.texasattorneygeneral.gov/sites/default/files/files/child-support/papa/session%2010/recognizing-relationship-violence-en.pdf) (<https://www.texasattorneygeneral.gov/sites/default/files/files/child-support/papa/session%2010/recognizing-relationship-violence-en.pdf>)
- The CDC's [Preventing Teen Dating Violence](https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teendatingviolence/fastfact.html) (<https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teendatingviolence/fastfact.html>)

[See **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8.]

Discrimination

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law that negatively affects the student.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to:

- Offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation
- Threatening, intimidating, or humiliating conduct
- Offensive jokes, name-calling, slurs, or rumors
- Physical aggression or assault
- Graffiti or printed material promoting racial, ethnic, or other negative stereotypes
- Other kinds of aggressive conduct such as theft or damage to property

Sexual Harassment and Gender-Based Harassment

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but are not limited to:

- Touching private body parts or coercing physical contact that is sexual in nature
- Sexual advances
- Jokes or conversations of a sexual nature
- Other sexually motivated conduct, communications, or contact

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact that a reasonable person would not construe as sexual in nature, such as comforting a child with a hug or taking the child's hand. However, romantic, sexual, and

other inappropriate social relationships between students and district employees are prohibited, even if consensual.

Gender-based harassment includes physical, verbal, or nonverbal conduct based on a student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity.

Gender-based harassment can occur regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity. Examples of gender-based harassment directed against a student may include, but are not limited to:

- Offensive jokes, name-calling, slurs, or rumors
- Physical aggression or assault
- Threatening or intimidating conduct
- Other kinds of aggressive conduct such as theft or damage to property

Retaliation

Retaliation against a person who makes a good-faith report or participates in an investigation of discrimination, harassment, or dating violence is prohibited. A person who makes a false claim, offers false statements, or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, principal, or other district employee. The report may be made by the student's parent. [See policy FFH(LOCAL) and (EXHIBIT) for other appropriate district officials to whom to make a report.]

Upon receiving a report, the district will determine whether the allegations, if proven, constitute prohibited conduct as defined by policy FFH. If not, the district will refer to policy FFI to determine whether the allegations, if proven, constitute bullying, as defined by law and policy FFI. If the alleged prohibited conduct also meets the statutory and policy definitions for bullying, an investigation of bullying will also be conducted. [See **Bullying** on page 31]

The district will promptly notify the parent of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parent of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy FFH.

Investigation of Report

Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

To the extent possible, the district will respect the privacy of the student. However, limited disclosures may be necessary to conduct a thorough investigation and comply with law.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume its investigation at the conclusion of the agency's investigation.

During an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action and, in some cases, corrective action will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG(LOCAL).

Discrimination

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 44.]

Distance Learning (All Grade Levels)

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and alternative methodologies such as mail, satellite, internet, video-conferencing, and instructional television.

The distance learning opportunities that the district makes available to district students are offered within our San Benito CISD.

If a student wishes to enroll in a correspondence course or a distance learning course that is not provided through the Texas Virtual School Network (TXVSN), as described below, to earn credit in a course or subject, the student must receive permission from the principal prior to enrolling in the course or subject. If the student does not receive prior approval, the district may not recognize and apply the course or subject toward graduation requirements or subject mastery.

[See **Remote Instruction** on page 77.]

Texas Virtual School Network (TXVSN) (Secondary Grade Levels)

The Texas Virtual School Network (TXVSN) has been established by the state as one method of distance learning. A student has the option, with certain limitations, to enroll in a course offered through the TXVSN to earn course credit for graduation.

Depending on the TXVSN course in which a student enrolls, the course may be subject to the "no pass, no play" rules. [See **Extracurricular Activities, Clubs, and Organizations** on page 53.] In addition, a student who enrolls in a TXVSN course for which an end-of-course (EOC) assessment is required must still take the corresponding EOC assessment.

A parent may ask questions or request that their child be enrolled in a TXVSN course by contacting the school counselor. Unless an exception is made by the campus principal, a student will not be allowed to enroll in a TXVSN course if the school offers the same or a similar course.

A copy of policy EHDE addressing distance learning will be distributed to parents of middle and high school students at least once each year. If you do not receive a copy or have questions about this policy, please contact the campus principal.

Distribution of Literature, Published Materials, or Other Documents (All Grade Levels)

School Materials

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, newspapers, yearbooks, brochures, flyers, and the like.

All school publications are under the supervision of a teacher, sponsor, and the principal.

Nonschool Materials

From Students

Students must obtain prior approval from the campus principal before selling, posting, circulating, or distributing more than 10 copies of written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any nonschool material must include the name of the sponsoring person or organization. Approval will be granted or denied within two school days.

The Campus Principal position listed at FNAA (LOCAL) is responsible for designating time, place, and manner restrictions for distribution of non-school literature from students has designated the Campus Front Office as the location for approved non-school materials to be placed for voluntary viewing or collection by students. [See policy FNAA for more information.]

A student may appeal a decision in accordance with policy FNG(LOCAL). Any student who sells, posts, circulates, or distributes nonschool material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

[See policy FNG(LOCAL) for student complaint procedures.]

From Others

No person or group will sell, circulate, distribute, or post on any district premises written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that is not sponsored by the district or by a district-affiliated school-support organization, except as permitted by policy GKDA.

To be considered for distribution, any nonschool material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the Superintendent [position listed at GKDA (LOCAL) as responsible for prior review of non-school literature from community members] for prior review. The superintendent [position listed at GKDA (LOCAL) as responsible for prior review of non-school literature from community members] will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies DGBA or GF for more information.]

The Campus Principal [position listed at GKDA (LOCAL) as responsible for designating time, place, and manner of distribution of non-school literature from community members] has

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designated the Campus Front Office as the location for approved non-school materials to be placed for voluntary viewing or collection. Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD(LOCAL) or a non-curriculum-related student group meeting held in accordance with policy FNAB(LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All non-school materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Dress and Grooming (All Grade Levels)

The district's dress code teaches grooming and hygiene, prevents disruption, and minimizes safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

San Benito CISD students shall adhere to the following general dress code expectations:

1. Wear appropriate school clothing that adheres to the mode of dress at each campus.
2. Practice proper hygiene that promotes a neat, clean, and prepared appearance.
3. Have hair that is clean and groomed with styles that are not extreme or create a disruption.
4. Keep beards and mustaches neatly trimmed.
5. Use proper undergarments at all times.
6. Use proper footwear that does not create a safety hazard or noise-making devices.
7. Use of knee-length walking shorts or knee length culottes is permitted.
8. Use of shorts may be worn in physical education classes, as required.

San Benito CISD students in the Elementary and Middle Schools will follow a mode of dress that is specific to each campus to include campus and district colors. Please contact the respective campus to obtain the mode of dress expectations.

San Benito CISD Standards for Unacceptable Clothing and Accessories

1. Shorts and skirts that are too short (**shorter than 3 inches above the knee**) and/or distracting, including wind shorts, jogging shorts, bicycling shorts/pants, Spandex shorts or pants, or other tight-fitting shorts.
2. Extremely short shirts exposing the midriff area, halter tops, tank tops or other shirts with deep-cut openings.
3. Dresses, shirts, and blouses that only partially cover the shoulders, (i.e. –spaghetti straps).
4. Any clothing which may reveal undergarments (**appropriate undergarments must be worn**)..
5. Sheer shirts covering unacceptable clothing that does not meet the dress code.

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6. Torn, cut, ripped, frayed clothing. Jeans that are frayed or have cuts must follow the conditions below: NOTE: If they are frayed above the knee, they must be worn with leggings underneath not to expose the skin.
7. Slacks/pants/shorts worn below the waist.
8. Duster or trench coats
9. Clothing, accessories, or tattoos with references to alcohol, tobacco, vulgar or suggestive language, violence, gang-related affiliation, or symbols that detract from the learning environment.
10. Gang-related attire (tattoos, colors, bandanas, shoe laces, symbols).
11. Bedroom attire (pajamas, slippers, blankets, etc.).
12. Visible body-piercings including the tongue, eyebrows, lips, (excluding the ear/nose please see #14, 14a, 14b).
13. Chains, loops, or dangling earrings or nose piercings that present a safety issue for students are not allowed
NOTE: Ear piercings (earrings)/Nose Piercings (studs):
 - a. Elementary - Ear piercings or use of earrings for male students will not be allowed.
 - b. Middle School and High School (6th -12th) – ear piercings and/or nose piercings will be allowed for 6th-12th grade students if it complies with the expectation of provision
- ~~Visible body piercings including the tongue, eyebrows, nose, lips, (excluding the ear). NOTE: Ear piercings (earrings)~~
 - a. ~~Elementary and Middle Schools~~– ear piercings or use of earrings for male students will not be allowed.
 - b. ~~Middle School (6th- 8th)~~ and High School (9th -12th) – earring piercings or use of earrings will be allowed for all students. Limited to one earring per ear
14. Gauges on any body part.
15. Caps, hats, or any other head cover, ~~while indoors~~.
16. Use of pullover hoodies. NOTE: Hoodies with front zip closure will be allowed. However, they must be unzipped, with the hood covering off, ~~while indoors~~.
17. No Chains – pocket chains, utility chains, etc.
18. Collars intended for the use on animals including spiked collars.
19. Unsafe footwear such as wheeled shoes or flip-flops
NOTE: Crocs will be allowed for 9-12 grade students.
20. Sunglasses (unless prescribed by a medical doctor).
21. Straight pins and safety pins to be used as decorations.
22. Writing of any kind on hands or any other body parts.
23. Garments, pins, belts, patches, or similar items marked, printed, stamped, or decorated with obscene, vulgar, suggestive language or advertisements, satanic emblems, signs, symbols, or the like.

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24. Any attire, **tattoos**, or accessories that convey any offensive double meaning message (literal or implied), disrespectful references to individuals and groups of individuals, religion, race, or ethnic origin (as determined by administration).

San Benito CISD Standards for Unacceptable Grooming and Hair Styling

25. Excessive or distracting makeup.
26. Hairstyles which may cause disruption to the school environment or a student safety concern.

~~Hair which is not a natural human color (green, blue, pink, etc.) or which may—
—cause disruption to the school environment~~

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27. Graphic hairstyles and/or shaved eyebrows (example: hair shaved with symbols, designs, details, lettering, etc.)
28. All tattoos **that are gang related, drug related or inappropriate** must be covered so they are not visible to the student population.
29. Mohawk and spiked haircuts.
30. All hickeys will be covered and not visible to the student population.

~~————Covering body piercing with band-aids, tape, or any other temporary covering.~~

~~————All tattoos must be covered so they are not visible to the student population.~~

San Benito CISD students in the Elementary and Middle Schools will follow a mode of dress that follows the adopted Dress Code for 2025-2026 and will also follow a mode of dress that is specific to each campus to include campus and district colors. Please contact the Campus Principal to obtain the mode of dress expectations.

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes loss of instructional time.

Repeated or severe offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Electronic Devices and Technology Resources (All Grade Levels)

Possession and Use of Personal Telecommunications Devices, Including Cell Phones, and Other Electronic Devices

Use of Personal Communication Devices (HB 1481)

San Benito CISD prohibits unauthorized use of personal communication devices (PCDs), including but not limited to cell phones, tablets, smartwatches, and wireless earbuds, during instructional day.

- Devices must be powered off, out of sight, or in a teacher-provided storage area during the school day.
- Use of devices during passing periods, lunch, or other non-instructional times may be regulated by campus level rules.
- Violation of this policy may result in confiscation of the device, parent notification, and progressive disciplinary consequences.

Phone Policy: HB1481

1st Offense: Confiscation of the device, and the student may retrieve it at the end of the day.

2nd Offense: Confiscation of the device, and the parent must retrieve it at the end of the day.

3rd Offense: Confiscation of the device, mandatory parent conference, and student lunch detention and community service.

Repeated violations may result in additional disciplinary action in alignment with the district's student code of conduct.

In accordance with HB1481, any electronic communication device that is confiscated due to policy violations will be securely stored until parent retrieval. However, the district is not responsible for lost, stolen, or damaged devices while in its possession. Students bring personal divides to school at their own risk.

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~~The district permits students to possess personal cell phones for safety purposes; however, these devices must remain turned off during the instructional day, including during all testing, unless they are being used for approved instructional purposes. [See **Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials** on page 87 for graphing calculator applications on computing devices.]~~

~~A student must have approval to possess other personal telecommunications devices on campus such as laptops, tablets, or other portable computers.~~

~~Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.~~

~~The use of cell phones or any device capable of capturing images is strictly prohibited in locker rooms, classroom and/or restroom areas while at school or at a school-related or school-sponsored event.~~

~~If a student uses a telecommunications device without authorization during the school day, the device will be confiscated.~~

~~The student/parent may pick up the confiscated telecommunications device from the principal's office for a fee of \$5 first offense with an increase of \$5 for each additional offense.~~

~~In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See **Searches** on page 85 and policy FNF for more information.]~~

~~Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for damaged, lost, or stolen telecommunications devices.~~

~~Instructional Use of Personal Telecommunications and Other Electronic Devices~~

~~Students must obtain prior approval to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. Students must also sign a user agreement that contains applicable rules for use (separate from this handbook).~~

~~All personal devices must be turned off during the instructional day when not in use for approved instructional purposes. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.~~

Acceptable Use of District Technology Resources

District-owned technology resources may be issued to individual students for instructional purposes. Use of the district's network systems and equipment is restricted to approved purposes only. Students and parents will be asked to sign a user agreement (separate from this handbook) regarding use of these district resources. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether on district-owned or personally owned equipment, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content — commonly referred to as “sexting” — will be disciplined in accordance with the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement.

This type of behavior may constitute bullying or harassment, as well as impede future endeavors of a student. We encourage parents to review with their child the ["Before You Text" Sexting Prevention Course](https://txssc.txstate.edu/tools/courses/before-you-text/) (<https://txssc.txstate.edu/tools/courses/before-you-text/>), a state-developed program that addresses the consequences of sexting.

In accordance with state law, the district prohibits the installation or use of TikTok or any successor application or service on a district device, along with any other social media application or service determined by the governor.

Any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct. In some cases, the consequence may be expulsion.

End-of-Course (EOC) Assessments

[See **Graduation** on page 56 and **Standardized Testing** on page 86.]

Emergent Bilingual Students (All Grade Levels)

A student who is an emergent bilingual student is entitled to receive specialized services from the district. A Language Proficiency Assessment Committee (LPAC), consisting of both district personnel and at least one parent representative, will determine whether the student qualifies

for services. The student's parent must consent to any services recommended by the LPAC. However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

To determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will designate instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain accommodations are necessary for any state-mandated assessments. The STAAR Spanish, as mentioned at **Standardized Testing** on page 86, may be administered to an emergent bilingual student up to grade 5. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state-mandated assessment or may waive certain graduation requirements related to the English I end-of-course (EOC) assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to emergent bilingual students who qualify for services.

If a student is considered an emergent bilingual student and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

Extracurricular Activities, Clubs, and Organizations (All Grade Levels)

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships.

Some extracurricular activities may include off-campus events. Students are required to use transportation provided by the district to and from the events. Exceptions may only be made with the approval of the activity's coach or sponsor. [See **Transportation** on page 84.]

Eligibility for many of these activities is governed by state law and the rules of the University Interscholastic League (UIL), a statewide association overseeing interdistrict competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization. Students and parents can access the [UIL Parent Information Manual \(https://www.uil texas.org/athletics/manuals\)](https://www.uil texas.org/athletics/manuals) online. A hard copy can be provided by the coach or sponsor of the activity on request.

To report alleged noncompliance with required safety training or an alleged violation of safety rules required by law and the UIL, please contact the curriculum division of TEA at (512) 463- 9581 or curriculum@tea.texas.gov.

[See [UIL Texas \(https://www.uil texas.org/\)](https://www.uil texas.org/) for additional information on all UIL-governed activities.]

Student safety in extracurricular activities is a priority of the district. Parents are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned.

Generally, a student who receives a grade below 70 at the end of a grading period in any academic class may not participate in extracurricular activities for at least three school weeks.

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However, if a student receives a grade below 70 at the end of a grading period in an Advanced Placement (AP) or International Baccalaureate (IB), honors, or dual credit course in English language arts, mathematics, science, social studies, economics, or languages other than English, the student remains eligible for participation in all extracurricular activities.

If a student is enrolled in a state-approved course that requires demonstration of the mastery of an essential knowledge and skills in public performance and the student receives a grade below 70 in any course at the end of the grading period, the student may participate in a performance so long as the general public is invited.

If a student is enrolled in a state-approved music course that participates in UIL Concert and Sight-reading Evaluation, and the student receives a grade below 70 in any course at the end of a grading period, the student may perform with the ensemble during the UIL evaluation performance, but is ineligible for other extracurricular activities for at least three weeks.

In addition, the following applies to all extracurricular activities:

- A student who receives special education services and who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse but may not participate in any competitive activity.
- A student is allowed in a school year up to 10 absences not related to post-district competition, a maximum of 5 absences for post-district competition prior to state, and a maximum of 2 absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the board, are subject to these restrictions.
- An absence for participation in an activity that has not been approved will be considered an unexcused absence.

Standards of Behavior

Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior — including consequences for misbehavior — that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by board policy will apply in addition to any consequences specified by the organization's standards of behavior.

Offices and Elections

Certain clubs, organizations, and performing groups will hold elections for student officers. These groups include:

Please contact the Campus Principal for a complete list of student clubs and organizations.

Fees (All Grade Levels)

Basic educational program materials are provided at no charge to a student. However, a student is expected to provide his or her own supplies, such as pencils, paper, erasers, and notebooks. A student may also be required to pay certain other costs, fees, or deposits, including:

- Materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations.

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- Admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, and the like.
- Voluntarily purchased student health and accident insurance.
- Musical instrument rental and uniform maintenance when uniforms are provided by the district.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books.
- Fees for driver training courses.
- Fees for optional courses offered for credit that require use of facilities not available on district premises.
- Summer school for courses that are offered tuition-free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles** on page 84.]
- A maximum fee of \$50 for an educational program outside of regular school hours for a student who has lost credit or has not been awarded a final grade because of absences and whose parent chooses the program for the student to meet the 90 percent attendance requirements. The fee will be charged only if the parent or guardian signs a district-provided request form.
- ~~In some cases, a fee for a course taken through the Texas Virtual School Network (TXVSN).~~

Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the campus principal. [See policy FP for more information.]

Fundraising (All Grade Levels)

Student groups or classes and/or parent groups may be permitted to conduct fundraising drives for approved school purposes in accordance with administrative regulations. [See policies FJ and GE for more information.]

Gang-Free Zones (All Grade Levels)

Certain criminal offenses, including gang-related crimes, will be enhanced to the next-highest category of offense if they are committed in a gang-free zone. Gang-free zones include a school bus and any location in, on, or within 1,000 feet of any district-owned or leased property or campus playground.

Gender-Based Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 40.]

Grade-Level Classification (Grades 9-12 Only)

After grade 9, students are classified according to the number of credits earned toward graduation.

Credits Earned	Classification
6	Grade 10 (Sophomore)
13	Grade 11 (Junior)
20	Grade 12 (Senior)

Grading Guidelines (All Grade Levels)

Approved grading guidelines for each grade level or course will be communicated to students and their parents by the classroom teacher. These guidelines establish:

- The minimum number of assignments, projects, and examinations required for each grading period
- How the student's mastery of concepts and achievement will be communicated (for example, letter grades, numerical averages, checklist of required skills, and the like)
- Circumstances under which a student will be allowed to redo an assignment or retake an examination the student originally failed
- Procedures for a student to follow after an absence

[See **Report Cards/Progress Reports and Conferences** on page 73 for additional information on grading guidelines.]

Graduation (Secondary Grade Levels Only)

Requirements for a Diploma

A student must meet the following requirements to receive a high school diploma from the district:

- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law
- Complete the required number of credits established by the state and any additional credits required by the district
- Complete any locally required courses in addition to the courses mandated by the state
- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education (SBOE)
- Complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA)

Testing Requirements for Graduation

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on the following EOC assessments:

- English I
- English II
- Algebra I
- Biology
- U.S. History

A student who does not achieve a sufficient score will have opportunities to retake an assessment.

State law allows a student to meet EOC requirements by substituting satisfactory performance on approved national standardized assessments or on the state-developed assessment used for entrance into Texas public universities. [See the school counselor for more information on the state testing requirements for graduation.]

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation in the applicable content area. This may require the student's participation outside normal school operating times.

In limited circumstances, a student who fails to demonstrate proficiency on up to two of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate.

[See **Standardized Testing** on page 83.]

Foundation Graduation Program

Every Texas public school student will graduate under the foundation graduation program. The foundation graduation program features endorsements, which are paths of interest that include:

- Science, Technology, Engineering, and Mathematics (STEM)
- Business and Industry
- Public Service
- Arts and Humanities
- Multidisciplinary Studies

Endorsements earned by a student will be noted on the student's transcript.

A student can complete the foundation graduation program with a "distinguished level of achievement," which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits.

A **Personal Graduation Plan** will be completed for each high school student, as described on page 56.

State law generally prohibits a student from graduating solely under the foundation graduation program without an endorsement. However, after the student's sophomore year, the student and student's parent may request that the student graduate without an endorsement. The district will advise the student and the student's parent of the specific benefits of graduating with an endorsement. The student and the student's parent must then submit written permission to the school counselor for the student to graduate without an endorsement.

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A student who wishes to attend a four-year university or college after graduation must carefully consider whether graduation under the foundation program without an endorsement will satisfy the admission requirements of the student's desired college or university.

A student graduating under the foundation graduation program can also earn performance acknowledgments on his or her transcript. Performance acknowledgments are available for outstanding performance in bilingualism and biliteracy, in a dual credit course, on an AP or IB examination, on certain national college preparatory and readiness or college entrance examinations, or for earning a license or certificate recognized at the state, national, or international level. The school counselor can provide more information about these acknowledgments.

A student is not required to complete an Algebra II course to graduate under the foundation graduation program, and the district will annually notify a student's parent of this fact. However, not taking Algebra II will make a student ineligible for automatic admission to four-year public universities and colleges in Texas and for certain financial aid and grants while attending those institutions.

A school district will permit a student to satisfy the curriculum requirements for graduation under the foundation program with the distinguished level of achievement, including an endorsement, by successfully completing courses in the core curriculum of a public Texas institution of higher education. Please see your counselor for more information.

Credits Required

The foundation graduation program requires completion of the following credits:

Course Area	Number of Credits: Foundation Graduation Program	Number of Credits: Foundation Graduation Program with an Endorsement
English/Language Arts	4	4
Mathematics	3	4
Science	3	4
Social Studies	3	3
Physical Education	1	1
Languages other than English	2	2
Fine Arts	1	1
Electives	5	7
Total	22 credits	26 credits

Additional considerations apply in some course areas, including:

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- **Mathematics:** To obtain the distinguished level of achievement under the foundation graduation program, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits. A student's completion of the distinguished level of achievement is a requirement to be considered for automatic admission to a Texas four-year college or university and will be included on a student's transcript.
- **Physical education:** A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.
- **Languages other than English:** Students are required to earn 2 credits in the same language other than English to graduate. Any student may substitute computer programming languages for these credits.
 - A student may satisfy one of the 2 required credits by successfully completing in elementary school a dual language immersion program or a course in American Sign Language.
 - In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

Available Endorsements

A student must specify upon entering grade 9 which endorsement he or she wishes to pursue.

Financial Aid Application Requirement

Before graduating from high school, each student must complete and submit an application for financial aid for post-secondary education. Students must complete and submit either a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA).

San Benito CISD has a College & Career Center at the high school dedicated to assist our students in all their college initiatives, including completing the FAFSA or TASFA. The Higher Education Coordinator will host several Financial Aid nights, throughout the year, to assist any student/family to **complete** their FAFSA/TASFA. In addition, we have a partnership with our local university, The University of Texas Rio Grande Valley, that allows for Financial Aid representatives from the AmeriCorps Program, to work in our college center throughout the year to directly help our students and families.

A student is not required to complete and submit a FAFSA or TASFA if:

- The student's parent submits a form provided by the district indicating that the parent authorizes the student to opt out;
- A student who is 18 years of age or older or a legally independent minor submits a form provided by the district indicating that the student opts out; or
- A school counselor authorizes the student to opt out for good cause. Please contact the school counselor for more information.

To confirm that a student has completed and submitted a TASFA, the student must submit one of the following:

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- A screenshot that includes the processed date field of the FAFSA ApplyTexas Counselor Suite
- Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA
- A copy or screenshot of the FAFSA acknowledgment page
- A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form)
- An acknowledgment receipt from an institution of higher education (IHE)
- A copy of a financial aid award letter from an IHE

Personal Graduation Plans

A personal graduation plan will be developed for each high school student.

The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of achievement. Attainment of the distinguished level of achievement is a requirement for a student to be considered for automatic admission to a public four-year college or university in Texas, depending on his or her rank in class.

The school will review personal graduation plan options with each student entering grade 9 and his or her parent. Before the end of grade 9, a student and his or her parent will be required to sign off on a personal graduation plan that promotes college and workforce readiness, promotes career placement and advancement, and facilitates the transition from secondary to postsecondary education.

The student's personal graduation plan will outline an appropriate course sequence based on the student's choice of endorsement.

Please review [TEA's Graduation Toolkit \(https://tea.texas.gov/about-tea/news-and-multimedia/brochures/tea-brochures\)](https://tea.texas.gov/about-tea/news-and-multimedia/brochures/tea-brochures).

A student may, with parental permission, amend his or her personal graduation plan after the initial confirmation.

Available Course Options for All Graduation Programs

Each spring, the district will update students on the courses required or offered in each curriculum area so students can enroll for the upcoming school year.

Note: The district may require the completion of certain courses for graduation even if these courses are not required by the state for graduation.

Not all courses are offered at every secondary campus in the district. A student who wants to take a course not offered at his or her regular campus should contact the school counselor about a transfer or other alternatives. If the parents of at least 22 students request a transfer for a course in the required curriculum other than fine arts or career and technical education (CTE), the district will offer the course the following year either by teleconference or at the school from which the transfers were requested.

Certificates of Coursework Completion

A certificate of coursework completion will not be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state-mandated tests required for graduation.

Students with Disabilities

Admission, review, and dismissal (ARD) committees will make instructional and assessment decisions for students with disabilities who receive special education services in accordance with state law.

Upon the recommendation of the ARD committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her individualized education program (IEP) and in accordance with state rules.

A student who receives special education services may earn an endorsement under the foundation program. If the student's curriculum requirements for the endorsement were modified, the student's ARD committee will determine whether the modified curriculum is sufficiently rigorous to earn the endorsement. The ARD committee must also determine whether the student must perform satisfactorily on any end-of-course assessment to earn an endorsement.

A student who receives special education services and has completed four years of high school but has not met the requirements of his or her IEP may participate in graduation ceremonies and receive a certificate of attendance. The student may then remain enrolled to complete the IEP and earn his or her high school diploma but will only be allowed to participate in one graduation ceremony.

[See policy FMH(LEGAL) for more information.]

Graduation Activities

Graduation activities will include:

Please refer questions to the San Benito High School Principal.

Students who are eligible to graduate but are assigned to a disciplinary alternative education program at the end of the school year will be allowed to participate in the graduation ceremony and related graduation activities.

The following students and student groups shall be recognized at graduation ceremonies:

Please refer questions as to what student groups will be recognized to the San Benito High School Principal.

Graduation Speakers

Certain graduating students will be given an opportunity to speak at graduation ceremonies.

A student must meet local eligibility criteria, which may include requirements related to student conduct, to have a speaking role. Students eligible for speaking roles will be notified by the principal and given an opportunity to volunteer.

[See the Student Code of Conduct and policy FNA(LOCAL) for more information.]

[See **Student Speakers** on page 83 for student speakers at other school events.]

Graduation Expenses

Because students and parents will incur expenses to participate in the traditions of graduation — such as the purchase of invitations, senior ring, cap and gown, and senior picture — both the student and parent should monitor progress toward completion of all requirements for graduation. The expenses often are incurred in the junior year or first semester of the senior year. [See **Fees** on page 50.]

Scholarships and Grants

Students who have a financial need according to federal criteria and who complete the foundation graduation program may be eligible under the TEXAS Grant Program, Teach for Texas Grant Program, and Future Texas Teachers Scholarship Program for scholarships and grants toward tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions. Certain students who graduate early may also be eligible for the Texas First Scholarship Program.

See **College and University Admissions and Financial Aid (All Grade Levels)** on page 33 for more information.

Contact the school counselor for information about other scholarships and grants available to students.

Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 40.]

Hazing (All Grade Levels)

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

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

The district will not tolerate hazing. Disciplinary consequences for hazing will be in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal, superintendent, or law enforcement official.

[See **Bullying** on page 27 and policies FFI and FNCC for more information.]

Health — Physical and Mental

Illness (All Grade Levels)

When your child is ill, please contact the school to let us know he or she will not be attending that day.

State rules require schools to exclude students with certain illnesses from school for certain periods of time. For example, if a child has a fever over 100 degrees, he or she must stay out of school until fever-free for 24 hours without use of fever-reducing medications. Students with diarrheal illnesses must stay home until they are diarrhea-free without use of diarrhea-suppressing medications for 24 hours.

A full list of conditions for which the school must exclude children can be obtained from the school nurse.

If a student becomes ill during the school day and the school nurse determines that the child should go home, the nurse will contact the parent.

The district is required to report certain contagious (communicable) diseases or illnesses to the Department of State Health Services (DSHS) or our local/regional health authority. The school nurse can provide information from DSHS on these notifiable conditions.

The school nurse is available to answer any questions for parents who are concerned about whether or not their child should stay home.

Immunization (All Grade Levels)

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized.

For exemptions based on reasons of conscience, only official forms issued by the Texas Department of State Health Services (DSHS), Immunization Branch, can be honored by the district. You may access the [DSHS exemption form \(https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization/texas-immunization-exemptions\)](https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization/texas-immunization-exemptions) online or by writing to this address:

Texas Department of State Health Services
Immunization Section, Mail Code 1946
P.O. Box 149347
Austin, Texas 78714-9347

The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

The immunizations required are:

- Diphtheria, tetanus, and pertussis
- Polio
- Measles, mumps, and rubella
- Hepatitis B
- Varicella (chicken pox)

- Meningococcal
- Hepatitis A

The school nurse can provide information on immunization requirements. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student cannot receive immunizations due to medical reasons, the student or parent must provide a certificate signed by a licensed U.S. physician. The certificate must state that, in the physician's judgment, the required immunization is medically contraindicated or poses a significant risk to the student's health or the health of a family or household member. Unless the physician indicates that the condition is permanent, this certificate must be renewed annually.

For information on immunization against bacterial meningitis and college enrollment and attendance, see **Bacterial Meningitis** on page 64 .

[See the DSHS's [Texas School & Child Care Facility Immunization Requirements](https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization) (<https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization>) and policy FFAB(LEGAL) for more information.]

Lice (All Grade Levels)

Head lice is very common among children. Although not an illness or a disease, head lice spread through head-to-head contact during play, sports, nap time, and when children share things like brushes, combs, hats, and headphones.

The district does not require or recommend that students be removed from school because of lice or nits.

If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to discuss a treatment plan using an FDA-approved medicated shampoo or cream rinse that may be purchased from any drug or grocery store. After the student undergoes one treatment, the parent should contact the school nurse to discuss the treatment used. The nurse can also offer additional recommendations, including subsequent treatments, how best to get rid of lice, and how to prevent lice from returning.

The district will provide notice to parents of elementary school students in an affected classroom without identifying the student with lice.

More information on head lice can be obtained from the DSHS website [Managing Head Lice in School Settings and at Home](https://www.dshs.texas.gov/texas-school-health/skilled-procedures-texas-school-health/managing-head-lice-school) (<https://www.dshs.texas.gov/texas-school-health/skilled-procedures-texas-school-health/managing-head-lice-school>) and from the Centers for Disease Control and Prevention's website [Head Lice Information for Parents](https://www.cdc.gov/parasites/lice/head/parents.html) (<https://www.cdc.gov/parasites/lice/head/parents.html>).

[See policy FFAA for more information.]

Medicine at School (All Grade Levels)

If a student must take medication during school hours, the student's parent must provide the medication. All medication, whether prescription or nonprescription, must be kept in the nurse's office and be administered by the nurse or another authorized district employee. A student may be authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law.

The district will not purchase nonprescription medication to give to a student.

In accordance with policy FFAC, authorized employees may administer:

- Prescription medication in the original, properly labeled container, provided by the parent along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or another qualified district employee from the original, properly labeled container provided by the parent along with a written request.
- Nonprescription medication in the original, properly labeled container, provided by the parent along with a written request. **Note:** Insect repellent is considered a nonprescription medication.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

An elementary or secondary student may possess and self-apply sunscreen to avoid overexposure to the sun. An elementary student's teacher or other district personnel will apply sunscreen to the student's exposed skin if the student brings the sunscreen to school and asks for help applying it. If a secondary student needs assistance with sunscreen application, please address the need with the school nurse.

Whether a student is at the elementary or secondary level, if sunscreen needs to be administered to treat any type of medical condition, this should be handled through communication with the school nurse so that the district is made aware of any safety and medical issues.

Asthma and Severe Allergic Reactions

A student with asthma or severe allergic reaction (anaphylaxis) may possess and use prescribed asthma or anaphylaxis medication at school or school-related events only if he or she has written authorization from his or her parent and a physician or other licensed health-care provider. The student must also demonstrate to his or her health-care provider and the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

See also **Food Allergies** on page 64.

Unassigned Epinephrine Auto-injectors

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized [*school personnel and/or school volunteers*] who have been adequately trained to administer an unassigned epinephrine auto-injector to a person who is reasonably believed to be experiencing a severe allergic reaction (anaphylaxis).

An "unassigned epinephrine auto-injector" is an epinephrine auto-injector prescribed by an authorized health-care provider in the name of the school issued with a non-patient-specific standing delegation order for the administration of an epinephrine auto-injector.

Epinephrine auto-injectors include brand-name devices such as EpiPens®.

Authorized and trained individuals may administer an epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The district will ensure that at each campus a sufficient number of [*school personnel and/or school volunteers*] are trained to administer epinephrine so that at least one trained individual is present on campus during regular school hours and whenever school personnel are physically on site for school-sponsored activities.

Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis [*at an off-campus school event or while in transit to or from a school event*] when an unassigned epinephrine auto-injector is available.

For additional information, see FFAC(LOCAL).

One or more authorized and trained individuals will be present on each campus subject to this policy during regular school hours.

Steroids (Secondary Grade Levels Only)

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for physician-prescribed medical use only.

Bodybuilding, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

Mental Health Support (All Grade Levels)

The district has implemented programs to address the following mental health, behavioral health, and substance abuse concerns:

- Mental health promotion and early intervention
- Building skills to manage emotions, establish and maintain positive relationships, and engage in responsible decision-making
- Substance abuse prevention and intervention
- Suicide prevention, intervention, and postvention (interventions after a suicide in a community)
- Grief, trauma, and trauma-informed care
- Positive behavior interventions and supports
- Positive youth development
- Safe, supportive, and positive school climates

Please contact the Director of **Counseling/Advanced Academics** for more information at , 956-361-6100.

If a student has been hospitalized or placed in residential treatment for a mental health condition or substance abuse, the district has procedures to support the student's return to school. Please contact the district's mental health liaison for further information.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication that is intended to alter perception, emotion, mood, or behavior.

A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [See policy FFEB for more information.]

For related information, see:

- **Consent to Conduct a Psychological Evaluation** on page 3 and **Consent to Provide a Mental Health Care Service** on page 5 for the district's procedures for recommending a mental health intervention and the mental health liaison's contact information;
- **Counseling** on page 37 for the district's comprehensive school counseling program;
- **Physical and Mental Health Resources** on page 65 for campus and community mental and physical health resources; and
- **Policies and Procedures that Promote Student Physical and Mental Health** on page 65 for board-adopted policies and administrative procedures that promote student health.

Physical Activity Requirements

Elementary School

The district will ensure that students in full-day prekindergarten-grade 5 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week, in accordance with policies at EHAB, EHAC, EHBG, and FFA.

For additional information on the district's elementary school student physical activity programs and requirements, please see the principal.

Junior High/Middle School

The district will ensure that students in middle or junior high school will engage in 30 minutes of moderate or vigorous physical activity per day for at least four semesters, in accordance with policies at EHAB, EHAC, EHBG, and FFA.

For additional information on the district's junior high and middle school student physical activity programs and requirements, please see the principal.

Temporary Restriction from Participation in Physical Education

Students who are temporarily restricted from participation in physical education will not actively participate in skill demonstration but will remain in class to learn the concepts of the lessons.

Physical Fitness Assessment (Grades 3-12)

Annually, the district will conduct a physical fitness assessment of students in grades 3-12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to the Campus Principal to obtain the results of his or her child's physical fitness assessment conducted during the school year.

Physical Health Screenings/Examinations

Athletics Participation (Secondary Grade Levels Only)

For certain extracurricular activities, a student must submit certification from an authorized health-care provider. The certification must state that the student has been examined and is physically able to participate in the relevant program, including:

- A district athletics program
- District marching band
- Any district extracurricular program identified by the superintendent This examination is required to be submitted annually to the district.

Students should be aware of the rare possibility of sudden cardiac arrest, which in athletes is usually caused by a previously unsuspected heart disease or disorder. A student may request an electrocardiogram (ECG or EKG) to screen for such disorders, in addition to his or her required physical examination.

See the UIL's explanation of [sudden cardiac arrest](https://www.uiltexas.org/health/info/sudden-cardiac-death) (<https://www.uiltexas.org/health/info/sudden-cardiac-death>) for more information.

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature at an early stage when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities. Spinal screening is non-invasive and conducted in accordance with the most recent nationally accepted and peer-reviewed standards.

All students who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. As appropriate, students will be referred for follow-up with their physician.

For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, contact the superintendent or see policy FFAA(LEGAL).

Other Examinations and Screenings (All Grade Levels)

[See policy FFAA for more information.]

Special Health Concerns (All Grade Levels) Bacterial Meningitis (All Grade Levels)

Please see the district's website at www.sbcisd.net for information regarding meningitis.

Note: Entering college students must show, with limited exception, evidence of receiving a bacterial meningitis vaccination within the five-year period prior to enrolling in and taking courses at an institution of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus.

[See **Immunization** on page 59.]

Diabetes

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL) for more information.]

Food Allergies (All Grade Levels)

Parents should notify the district when a student has been diagnosed with a food allergy, especially an allergy that could result in dangerous or life-threatening reactions either by breathing, eating, or touching the particular food. It is important to disclose the food to which the

student is allergic as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) *Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis* found on the DSHS [Allergies and Anaphylaxis](https://www.dshs.texas.gov/texas-school-health/allergies-anaphylaxis) website (<https://www.dshs.texas.gov/texas-school-health/allergies-anaphylaxis>)

When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, an individual care plan will be developed to assist the student in safely accessing the school environment. The district's food allergy management plan can be accessed at the Child Nutrition Department at 956-361-6400.

[See **Celebrations** on page 34 and policy FFAF for more information.]

Seizures (All Grade Levels)

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district before the beginning of the school year, upon enrollment of the student, or as soon as practicable following diagnosis of a seizure disorder.

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 24 and contact the school nurse for more information.]

Tobacco and E-Cigarettes Prohibited (All Grade Levels and All Others on School Property)

Students are prohibited from possessing or using any type of tobacco product, electronic cigarette (e-cigarette), or any other electronic vaporizing device while on school property or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies FNCD and GKA for more information.]

Health-Related Resources, Policies, and Procedures

Physical and Mental Health Resources (All Grade Levels)

Parents and students in need of assistance with physical and mental health concerns may contact the following campus and community resources:

- The district Health Services Coordinator, Janette Bristow at (956) 361-6807 or Campus Nurse.
- The Campus School Counselor.
- The ~~local~~ **Cameron County** Public Health Authority, ~~Daisy Martinez~~ **Dr. James Castillo**, which may be contacted at (956) ~~247-3634~~ **247-3650**
- The local mental health authority, ~~Eddie Errisuriz~~ **Director of Counseling/Advanced Academics**, which may be contacted at (956) 361-6253.

Policies and Procedures that Promote Student Physical and Mental Health (All Grade Levels)

The district has adopted board policies that promote student physical and mental health. (LOCAL) policies on the topics below can be found in the district's policy manual, available at www.sbcisd.net.

San Benito CISD Student Handbook

- Food and nutrition management: CO, COA, COB
- Wellness and Health Services: FFA
- Physical Examinations: FFAA
- Immunizations: FFAB
- Medical Treatment: FFAC
- Communicable Diseases: FFAD
- School-Based Health Centers: FFAE
- Care Plans: FFAF
- Crisis Intervention: FFB
- Trauma-informed Care: FFBA
- Student Support Services: FFC
- Student Safety: FFF
- Child Abuse and Neglect: FFG
- Freedom from Discrimination, Harassment, and Retaliation: FFH
- Freedom from Bullying: FFI

In addition, the District Improvement Plan details the district's strategies to improve student performance through evidence-based practices that address physical and mental health.

The district has developed administrative procedures as necessary to implement the above policies and plans.

Please contact ~~Alfredo Perez~~ Director of Federal Programs ~~Director~~ at (956) 361-6136, for further information regarding these procedures and access to the District Improvement Plan.

School Health Advisory Council (SHAC) (All Grade Levels)

During the preceding school year, the district's School Health Advisory Council (SHAC) held 4 meetings. Additional information regarding the district's SHAC is available from the Health Services Coordinator.

Notification of upcoming SHAC meetings will be posted at each campus administrative office at least 72 hours before the meeting. Notification of upcoming SHAC meetings, meeting minutes, and a recording of each meeting will be posted on the district website at www.sbcisd.net.

[See **Consent to Human Sexuality Instruction** on page 7, **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8, and policies BDF and EHAA. For more information.]

Student Wellness Policy/Wellness Plan (All Grade Levels)

To encourage healthy habits in our students, the district has developed a board-adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement it. You are encouraged to contact Assistant Athletic Coordinator, Ramiro Partida at (956) 361- 6455 with questions about the content or implementation of the district's wellness policy and plan.

Homework (All Grade Levels)

Please refer to the Campus Handbooks or contact the Campus Principal.

Law Enforcement Agencies (All Grade Levels)

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, including without parental consent, if necessary, if it is part of a child abuse investigation. In other circumstances, the principal will:

- Verify and record the identity of the officer or other authority and ask for an explanation of the need to question the student at school.
- Ordinarily make reasonable efforts to notify the parents, unless the interviewer raises what the principal considers to be a valid objection.
- Ordinarily be present for the questioning or interview, unless the interviewer raises what the principal considers to be a valid objection.

Students Taken into Custody

State law requires the district to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a law enforcement officer to obtain fingerprints or photographs for comparison in an investigation.
- By a law enforcement officer to obtain fingerprints or photographs to establish a student's identity where the child may have engaged in conduct indicating a need for supervision, such as running away.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services (CPS), Texas Department of Family and Protective Services (DFPS), a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive from a juvenile court to take a student into custody.

Before a student is released to a legally authorized person, the principal will verify the person's identity and, to the best of his or her ability, will verify the person's authority to take custody of the student.

The principal will immediately notify the superintendent and will attempt to notify the parent, unless the legally authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a legally authorized person, any notification will most likely be after the fact.

Notification of Law Violations

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors that occur in school, on school property, or at a school-sponsored or school-related activity on or off school property. These personnel will also be notified if the principal has reasonable grounds to believe the student has engaged in certain conduct.
- All appropriate district personnel regarding a student who is required to register as a sex offender.

[See policy GRAA(LEGAL) for more information.]

Leaving Campus (All Grade Levels)

Student attendance is crucial. Appointments should be scheduled outside of school hours if possible. Except for extenuating circumstances, students will not regularly be released before the end of the school day.

Parental consent is required before any student leaves campus for any part of the school day.

For students in elementary and middle school, a parent or authorized adult must come to the office and show identification to sign the student out. A campus representative will ask the student to report to the office. For safety purposes and stability of the learning environment, we cannot allow any unescorted adult to go to the classroom or other area to pick up the student. If the student returns to campus the same day, the parent or authorized adult must sign the student back in through the main office upon the student's return. Documentation regarding the reason for the absence will also be required.

The same process applies to students in high school if a parent picks the student up from campus. If the student's parent authorizes the student to leave campus unaccompanied, a note provided by the parent must be submitted to the main office no later than two hours prior to the student's need to leave campus. A phone call from the parent may be accepted, but the school may ultimately require a note for documentation purposes. The student must sign out through the main office and sign in upon his or her return if the student returns the same day.

If a student becomes ill during the school day and the school nurse or other district personnel determines that the student should go home, the nurse will contact the student's parent and document the parent's wishes regarding release from school.

Unless the parent directs district personnel to release the student unaccompanied, the parent or other authorized adult must follow the sign-out procedures listed above. If a student is permitted by his or her parent to leave campus unaccompanied, the nurse will document the time of day the student was released. Under no circumstances will a student in elementary or middle school be released unaccompanied.

If a student is 18 years of age or is an emancipated minor, the student may sign him- or herself out of school. Documentation regarding the reason for the absence will be required.

During Lunch

All San Benito campuses are closed campuses and no students are allowed to leave during the lunch periods without a parent and without following campus signing out procedures.

At Any Other Time during the School Day

Students are not authorized to leave campus during regular school hours for any other reason, except with the permission of the principal.

Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

Lost and Found (All Grade Levels)

A lost and found collection box is located in the campus office. A student who loses an item should check the lost and found box. The district discourages bringing personal items of high monetary value to school, as the district is not responsible for lost or stolen items. The campus will dispose of lost and found items at the end of each semester.

Makeup Work

Makeup Work Because of Absence (All Grade Levels)

A teacher may assign makeup work to a student who misses class based on instructional objectives and the needs of the student in mastering the essential knowledge and skills or meeting subject or course requirements.

The student will be responsible for obtaining and completing the makeup work within the time specified by the teacher. A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

The student is encouraged to speak with his or her teacher if the student knows of an absence ahead of time so that the teacher and student may plan any makeup work. Please remember the importance of student attendance at school. With limited exceptions, all absences count for the 90 percent threshold set in state law regarding attendance for credit or final grade. [See **Attendance for Credit or Final Grade** on page 29.]

A student involved in an extracurricular activity must notify his or her teachers ahead of time about any absences.

A student will be permitted to make up tests and turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with timelines approved by the principal and previously communicated to students.

DAEP Makeup Work

Elementary and Middle/Junior High School Grade

Levels Grades 9-12

If a high school student is enrolled in a foundation curriculum course at the time of removal to a disciplinary alternative education program (DAEP), he or she will have an opportunity to complete the course before the beginning of the next school year. The district may provide the opportunity to complete the course through an alternative method, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FOCA(LEGAL) for more information.]

In-School Suspension (ISS) and Out-of-School Suspension (OSS) Makeup Work (All Grade Levels)

Alternative Means to Receive Coursework

While a student is in ISS or OSS, the district will provide the student with all course work for the student's foundation curriculum classes that the student misses as a result of the suspension.

Opportunity to Complete Courses

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FO(LEGAL) for more information.]

Nondiscrimination Statement (All Grade Levels)

In its efforts to promote nondiscrimination and as required by law, the district does not discriminate on the basis of race, religion, color, national origin, gender, sex, age, disability, or any other basis prohibited by law in providing education services, activities, and programs, including Career and Technical Education (CTE) programs. The district provides equal access to the Boy Scouts and other designated youth groups.

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment:

Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

The following district representatives have been designated to address concerns or inquiries about other kinds of discrimination:

Executive Director of Administrative Services , 240 N. Crockett,(956)361-6158. (Personnel)

Director of Student Support Services, 240 N. Crockett, (956)361-6100. (Students)

ADA/Section 504 Coordinator for concerns regarding discrimination on the basis of disability:
~~Eddie Errisuriz, Director of Special Ed (956), Director of Special Services, (956) 361-6221.~~

All other concerns regarding discrimination: See the Superintendent, 240 N. Crockett, (956) 361- 6110.

[See policies FB, FFH, and GKD for more information.]

Nontraditional Academic Programs (All Grade Levels)

Please refer to the Campus Principal for a list of Non – Traditional academic programs.

Parent and Family Engagement (All Grade Levels)

Working Together

Experience and research tell us that a child succeeds in education with good communication and a strong partnership between home and school. A parent's involvement and engagement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child every day to make the most of the educational opportunities the school provides.
- Ensuring that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all your child's school activities and with the academic programs, including special programs, offered in the district.
- Discussing with the school counselor or principal any questions you may have about the options and opportunities available to your child.
- Reviewing the requirements and options for graduation with your child in middle school and again while your child is enrolled in high school.
- Monitoring your child's academic progress and contacting teachers as needed. [See **Academic Counseling** on page 37]
- Attending scheduled conferences and requesting additional conferences as needed. To schedule a telephone or in-person conference with a teacher, school counselor, or principal, please call the school office for an appointment. The teacher will usually return your call or meet with you during his or her conference period or before or after school. [See **Report Cards/Progress Reports and Conferences** on page 73.]
- Becoming a school volunteer. [See **Volunteers** on page 87 and policy GKG for more information.]
- For a list of current parent organizations, please contact ~~Mr. Luis Gonzalez~~, Director of Family and Community Engagement (FACE) at (956) 361- 6310.
- Serving as a parent representative on the district-level or campus-level planning committees that develop educational goals and plans to improve student achievement. For more information, see policies BQA and BQB and contact: ~~Luis Gonzales, Jr.~~, Director of FACE, 956-361-6310, ~~lgonzales@sbcisd.net~~.
- Serving on the School Health Advisory Council (SHAC) and assisting the district in aligning local community values with health education instruction, human sexuality instruction, instruction on prevention of child abuse, family violence, dating violence, and sex trafficking, and other wellness issues. [See **School Health Advisory Council (SHAC)** on page 66 and policies BDF, EHAA, FFA for more information.]
- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental well-being.

- Attending board meetings to learn more about district operations. Regular board meetings are held on the second Tuesday of each month at 5:30 p.m. Administration Building at 240 North Crockett. An agenda for a regular or special meeting is posted no later than 72 hours before each meeting at the Central Administration Building and online at www.sbcisd.net. See policies BE and BED for more information.]

Parking and Parking Permits (Secondary Grade Levels Only)

A student must present a valid driver's license and proof of insurance to be eligible for a parking permit.

Students must request a parking permit to park in a school parking lot. So long as space is available, parking permits may be issued throughout the year.

Students will not be permitted to:

- Speed
- Double-park
- Park across a white or yellow line
- Park in a fire lane
- Sit in parked cars during school hours

Students may be subject to disciplinary action for violation of these rules. The district may tow cars that are parked in violation of these rules.

Pledges of Allegiance and a Minute of Silence (All Grade Levels)

Each school day, students will recite the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Reciting the Pledges to the U.S. and Texas Flags** on page 10]

State law requires that one minute of silence follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others.

In addition, state law requires that each campus provide for the observance of one minute of silence in remembrance of those who lost their lives on September 11, 2001, at the beginning of the first class period when September 11 falls on a regular school day.

[See policy EC for more information.]

Prayer (All Grade Levels)

Each student has a right to pray individually, voluntarily, and silently or to meditate in school in a manner that does not disrupt school activities. The school will not encourage, require, or coerce a student to engage in or refrain from such prayer or meditation during any school activity.

Promotion and Retention

A student will be promoted only on the basis of academic achievement or proficiency. In making promotion decisions, the district will consider the following:

- Teacher recommendation

- Grades
- Scores on criterion-referenced or state-mandated assessments
- Any other necessary academic information as determined by the district

Elementary and Middle/Junior High Grade Levels

In ~~in~~ grades 1–5, promotion to the next grade level shall be based on a grade of 70 or above on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) in four of the following five areas: language arts, reading, mathematics, science, and social studies.

In grades 6–8, promotion to the next grade level shall be based on a grade of 70 or above on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) in three of the following four areas: ~~reading/language arts (RLA) language arts and reading~~, mathematics, science, and social studies.

Repeating Prekindergarten — Grade 8 at Parent Request

A parent may request in writing that a student repeat *prekindergarten*, kindergarten, or any grade in grade 1-8. Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participate.

High School Grade Levels

To earn credit in a course, a student must receive a grade of at least 70 based on course-level standards.

A student in grades 9-12 will be advanced a grade level based on the number of course credits earned. [See **Grade-Level Classification** on page 53.]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** on page 56 and **Standardized Testing** on page 83.]

Repeating a High-School Credit Course

A parent may request in writing that a student repeat a high-school credit course in which the student was enrolled during the previous school year unless the district determines that the student has met all requirements for graduation.

Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participate.

Release of Students from School

[See **Leaving Campus** on page 69.]

~~Remote Instruction~~

~~The district may offer remote instruction in accordance with TEA guidelines.~~

~~All district policies, procedures, guidelines, rules, and other expectations of student behavior will be enforced as applicable in a remote or virtual learning environment.~~

Report Cards/Progress Reports and Conferences (All Grade Levels)

Report cards with each student's performance and absences in each class or subject are issued at least once every ~~six-nine~~ weeks.

At the end of the first three weeks ~~and six weeks~~ of a grading period, parents will receive a progress report if their child's performance is near or below 70 or is below the expected level of performance.

If a student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent will be asked to schedule a conference with the teacher. [See **Working Together** on page 72 for how to schedule a conference.]

Teachers follow grading guidelines that have been approved by the principal pursuant to the board-adopted policy. Grading guidelines are designed to reflect each student's relative mastery of each assignment. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See **Grading Guidelines** on page 53 and policy EIA(LOCAL) for more information.]

Questions about grade calculation should first be discussed with the teacher. If the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report will state whether tutorials are required for a student who receives a grade lower than 70.

Report cards and unsatisfactory progress reports must be signed by the parent and returned to the school *within 5 days*. The district may communicate academic information about a student electronically, including for progress reporting purposes. An electronic signature will be accepted by the district, but parents are entitled to request a handwritten signature of acknowledgment instead.

Retaliation

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 41.]

Required State Assessments

STAAR (State of Texas Assessments of Academic Readiness) for Grades 3-8

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take the state assessment, called STAAR, in the following subjects:

- Mathematics, annually in grades 3-8
- Reading, annually in grades 3-8
- Science in grades 5 and 8
- Social Studies in grade 8

Standardized Testing for a Student Enrolled Above Grade Level

If a student in grades 3-8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law.

A student in grades 3-8 shall be assessed at least once in high school with the ACT ~~or the~~ SAT and TSIA2 if the student completes the high school end-of-course assessments in mathematics, reading/language arts, or science prior to high school.

High School Courses End-of-Course (EOC) Assessments

STAAR end-of-course (EOC) assessments are administered for the following courses:

- Algebra I
- English I and English II
- Biology
- U.S. History

Satisfactory performance on the applicable assessments is required for graduation, unless waived or substituted as allowed by state law and rules.

There are three testing windows during the year in which a student may take an EOC assessment. The windows occur in the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have opportunities to retake the assessment.

Requesting Administration of STAAR/EOC in Paper Format (All Grade Levels)

STAAR and EOC assessments are administered electronically.

A parent or teacher may request that a STAAR or EOC be administered to a student in paper format. The district may grant this request for any single administration for up to three percent of the number of students enrolled in the district. Requests will be granted in the order in which they are received.

Requests for paper format for a fall administration of a STAAR or EOC must be submitted no later than September 15 each school year.

Requests for paper format for a spring administration of a STAAR or EOC must be submitted no later than December 1 each school year.

Standardized Testing for a Student in Special Programs

Certain students — some with disabilities and some classified as emergent bilingual students — may be eligible for exemptions, accommodations, or deferred testing. For more information, see the principal, school counselor, or special education director.

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain criteria established by the state as determined by the student's ARD committee.

An admission, review, and dismissal (ARD) committee for a student receiving special education services will determine whether successful performance on the EOC assessments will be required for graduation within the parameters identified in state rules and the student's personal graduation plan (PGP). [See **Graduation** on page 53.]

STAAR Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

For more information, see the principal, school counselor, or special education director

Failure to Perform Satisfactorily on STAAR or EOC

If a student does not perform satisfactorily on a required state assessment in any subject, the district will provide accelerated instruction for the student in the subsequent school year by:

- Assigning the student to a teacher who is certified as a master, exemplary, or recognized teacher if one is available in the grade and subject matter of the state assessment on which the student did not perform satisfactorily, or
- Providing supplemental instruction.

A student may be required to attend any assigned supplemental instruction program before or after school or during the summer.

When a student fails to perform satisfactorily on a required state assessment in the same subject area for two or more years, the district shall develop an accelerated education plan. Parents are encouraged to participate in developing this plan.

Personal Graduation Plans — Middle School Students

For a middle school student who does not perform satisfactorily on a state-mandated examination, a school official will prepare a personal graduation plan (PGP).

School officials will also develop a PGP for a middle school student who is determined by the district to be unlikely to earn a high school diploma within five years of high school enrollment. The plan will, among other items:

- Identify the student's educational goals.
- Address the parent's educational expectations for the student.
- Outline an intensive instruction program for the student.

[See the school counselor and policy EIF(LEGAL) for more information.]

For a student receiving special education services, the student's IEP may serve as the student's PGP and would therefore be developed by the student's ARD committee.

[See **Personal Graduation Plans** on page 54 for information related to the development of personal graduation plans for high school students.]

Safety (All Grade Levels)

Student safety on campus, at school-related events, and in district vehicles is a high priority of the district. The cooperation of students is essential to ensuring school safety. A student is expected to:

- Avoid conduct that is likely to put the student or others at risk.
- Follow all behavioral standards in this handbook and the Student Code of Conduct or set by district employees.
- Help secure the campus by keeping all exterior doors closed, latched, and locked unless the door is actively monitored by a district employee.
- Follow instructions from teachers and other district employees regarding classroom doors.
- Remain alert to any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member, and promptly report any incidents to a district employee. A student may make anonymous reports about safety concerns by utilizing the STOPit App purchased by San Benito CISD.
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

Accident Insurance

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

Insurance for Career and Technical Education (CTE) Programs

The district may purchase accident, liability, or automobile insurance coverage for students and businesses involved in the district's CTE programs.

Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies

Periodically, the school will conduct preparedness drills of emergency procedures. When the command is given or alarm is sounded, students need to follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

Preparedness Training: CPR, POI (Police Officer Interaction) and Stop the Bleed

The district will offer instruction in CPR, POI and the use of an automated external defibrillator (AED) at least once to students enrolled in in grades 7-12. The instruction can be provided as part of any course and is not required to result in CPR, POI or AED certification.

The district will annually offer students in grades 7-12 instruction on the use of bleeding control stations to respond to traumatic injury. For more information, see:

- [Homeland Security's Stop the Bleed \(https://www.dhs.gov/stopthebleed\)](https://www.dhs.gov/stopthebleed)
- [Stop the Bleed Texas \(https://stopthebleedtexas.org/\)](https://stopthebleedtexas.org/)

Emergency Medical Treatment and Information

All parents are asked each year to complete a medical care authorization form, providing written parental consent to obtain emergency treatment and information about allergies to medications or drugs. Parents should contact the school nurse to update emergency care information (name of doctor, emergency phone numbers, allergies, and the like).

The district may consent to medical treatment, including dental treatment, if necessary, for a student if:

- The district has received written authorization from a person having the right to consent;
- That person cannot be contacted; and
- That person has not given the district actual notice to the contrary.

The emergency care authorization form will be used by the district when a student's parent or authorized designee cannot be contacted. A student may provide consent if authorized by law or court order.

Regardless of parental authorization for the district to consent to medical treatment, district employees will contact emergency medical services to provide emergency care when required by law or when deemed necessary, such as to avoid a life-threatening situation.

Emergency School Closing Information

Each year, parents are asked to complete an emergency release form to provide contact information in the event that the district needs to notify parents of early dismissal, delayed opening, or restricted access to a campus because of severe weather, a security threat, or another emergency cause.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone number changes. State law requires parents to update contact information within two weeks after the date the information changes.

If the campus must close, delay opening, or restrict access to the building because of an emergency, the district will also alert the community in the following ways:

The San Benito CISD Community Relations Department will utilize the San Benito CISD website, www.sbcisd.net, district social media platforms, School Messenger phone system, and local media i.e. TV and radio stations.

[See **Parent Contact Information** on page 34 and **Automated Emergency Communications** on page 35.]

SAT, ACT, and Other Standardized Tests

[See **Standardized Testing** on page 83.]

Schedule Changes (Middle/Junior High and High School Grade Levels)

Please refer questions about schedule changes to your Campus Counseling Department.

School Facilities

Asbestos Management Plan (All Grade Levels)

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district's asbestos management plan is available in the central administrative office. If you have any questions or would like to examine the district's plan in more detail, please contact the San Benito CISD Maintenance Department, the district's designated asbestos coordinator, at (956) 361- 6380.

Food and Nutrition Services (All Grade Levels)

The district participates in the School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

Some students are eligible for free and reduced-price meals based on financial need. Information about a student's participation is confidential. The district may share information such as a student's name and eligibility status to help enroll eligible children in Medicaid or the state children's health insurance program (CHIP) unless the student's parent requests the student's information not be disclosed.

Participating students will be offered the same meal options as their peers and will not be treated differently from their peers.

To apply for free or reduced-price meal services, contact the Director of the Child Nutrition Program at (956) 361- 6400, to apply for free or reduced-price meal services.

[See policy **CO** for more information.]

Parents should continually monitor their child's meal account balance. When a student's meal account is depleted, the district will notify the parent. The student may continue to purchase meals according to the grace period set by the school board. The district will present the parent with a schedule of repayment for any outstanding account balance and an application for free or reduced meals.

If the district is unable to work out an agreement with the student's parent on replenishment of the meal account and payment of any outstanding balance, the student will receive a meal. The district will make every effort to avoid bringing attention to the student.

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The following information is published as required by the USDA for participation in the National School Lunch Program:

“In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

“Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

“To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

Program.Intake@usda.gov

“This institution is an equal opportunity provider.”

The responsible state agency that administers the program is the [Texas Department of Agriculture](https://www.texasagriculture.gov/Home/Contact-Us) (<https://www.texasagriculture.gov/Home/Contact-Us>), which can be reached at (800) TELL-TDA (835-5832) or (800) 735-2989 (TTY).

The local agency that administers the program is the district. See **Nondiscrimination Statement** on page 71 for the name and contact information for the Title IX coordinator, ADA/Section 504 coordinator, and superintendent for other concerns about discrimination.

Vending Machines (All Grade Levels)

The district has adopted and implemented the state and federal policies for food service, including guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the *Director of Child Nutrition Program at (956) 361-6400*. [See policy **FFA** for more information.]

Pest Management Plan (All Grade Levels)

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of non-chemical control measures, periodic indoor and outdoor pesticide use is sometimes necessary to ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the U.S. Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area.

Parents who have questions or who want to be notified of the times and types of applications prior to pesticide application inside their child's school assignment area may contact the district's **IPM coordinator at (956) 361- 6380**.

Conduct Before and After School (All Grade Levels)

Teachers and administrators have full authority over student conduct at before- or after-school activities. Whether a school activity is on or off district premises, students must follow the same rules of conduct that apply during the instructional day. Misbehavior will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

Library (All Grade Levels)

The library is open for independent student use during the following times with a teacher permit:

- Please contact the Campus Librarian or Campus Principal

Use of Hallways during Class Time (All Grade Levels)

During class times, loitering or standing in the halls is not permitted, and a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

Use by Students Before and After School (All Grade Levels)

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place.

The following areas are open to students before school, beginning at 7 a.m.

- Please contact the Campus Principal for a list of these areas.

Unless the teacher or sponsor overseeing an activity gives permission, a student will not be permitted to go to another area of the building or campus.

Students must leave campus immediately after dismissal of school in the afternoon, unless the student is involved in an activity under the supervision of a teacher or other authorized employee or adult.

Meetings of Non Curriculum-Related Groups (Secondary Grade Levels Only)

Student-organized, student-led non curriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

School-Sponsored Field Trips (All Grade Levels)

The district periodically takes students on field trips for educational purposes.

A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation in a field trip that is not required as part of a basic educational program or course to cover expenses such as transportation, admission, and meals; however, a student will not be denied participation because of financial need. See **Fees (All Grade Levels)** on page 51 for more information.

The district is not responsible for refunding fees paid directly to a third-party vendor.

Searches

Searches in General (All Grade Levels)

In the interest of promoting student safety and drug-free schools, district officials may occasionally conduct searches.

District officials may search students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion or voluntary consent or pursuant to district policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on district property.

If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a district official may conduct a search in accordance with law and district regulations.

District Property (All Grade Levels)

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in district property.

Students are responsible for any item found in their possession/vehicle on district property provided to the student that is prohibited by law, district policy, or the Student Code of Conduct.

Metal Detectors (All Grade Levels)

To maintain a safe and disciplined learning environment, the district reserves the right to subject students to metal detector searches when entering a district campus and at off-campus, school-sponsored activities.

Telecommunications and Other Electronic Devices (All Grade Levels)

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal electronic devices will be conducted in accordance with law, and the device may be confiscated to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See **Electronic Devices and Technology Resources** on page 48 and policy FNF(LEGAL) for more information.]

Trained Dogs (All Grade Levels)

The district may use trained dogs to screen for concealed, prohibited items, including drugs and alcohol. Screenings conducted by trained dogs will not be announced in advance. The dogs will not be used with students, but students may be asked to leave personal belongings in an area that is going to be screened, such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

Drug Testing (Secondary Grade Levels Only)

[See **Steroids** on page 63.]

Vehicles on Campus (Secondary Grade Levels Only)

If a vehicle subject to search is locked, the student will be asked to unlock the vehicle. If the student refuses, the district will contact the student's parents. If the parents also refuse to permit the vehicle to be searched, the district may turn the matter over to law enforcement. The district may contact law enforcement even if permission to search is granted.

Sexual Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 43.]

Special Programs (All Grade Levels)

The district provides special programs for gifted and talented students, students who are homeless, students in foster care, bilingual students, migrant students, emergent bilingual students, students diagnosed with dyslexia, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the district or by other organizations. A student or parent with questions about these programs should contact the Director's of Elementary and Secondary Instruction Implementation at (956) 361 -6252 and (956) 361-6160 or at www.sbcisd.net.

The Texas State Library and Archives Commission's [Talking Book Program](https://www.tsl.texas.gov/tbp/index.html) (<https://www.tsl.texas.gov/tbp/index.html>) provides audiobooks free of charge to qualifying Texans, including students with visual, physical, or reading disabilities such as dyslexia.

Standardized Testing

SAT/ACT (Scholastic Aptitude Test and American College Test)

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. These assessments are usually taken at the end of the junior year. Students are encouraged to talk with the school counselor early during their junior year to learn about these assessments and determine the appropriate examination to take. The Preliminary

SAT (PSAT) and ACT-Aspire are the corresponding preparatory and readiness assessments for the SAT and ACT.

Note: These assessments may qualify a student to receive a performance acknowledgment on the student's transcript under the foundation graduation program and may qualify as a substitute for an end-of-course testing requirement in certain circumstances. A student's performance at a certain level on the SAT or ACT also makes the student eligible for automatic admission to a Texas public institution of higher education.

TSI (Texas Success Initiative) Assessment

Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (TSI) assessment. The TSI assesses the reading, mathematics, and writing skills that first-year students need to perform effectively as undergraduates in Texas public colleges and universities. This assessment may also be required before a student enrolls in a dual credit course offered through the district. Achieving certain benchmark scores on this assessment may also waive certain end-of-course assessment requirements in limited circumstances.

Student Speakers (All Grade Levels)

The district provides students the opportunity to introduce the following school events: as designated by the Campus Principal or District Administrative Leadership Team *and those events listed in FNA (LOCAL) at Introductory Speakers*]. If a student meets the eligibility criteria and wishes to introduce one of the school events listed above, the student should submit his or her name in accordance with policy FNA(LOCAL).

[See **Graduation** on page 53 for information related to student speakers at graduation ceremonies and policy FNA(LOCAL) regarding other speaking opportunities.]

Summer School (All Grade Levels)

Please refer to the [2025-2026 San Benito CISD Elementary and Secondary Grading Policy](#) or you can contact the Campus Principal.

Tardies (All Grade Levels)

A student who is tardy to class may be assigned to detention hall or given another appropriate consequence.

Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels)

Instructional materials are any resources used in classroom instruction as part of the required curriculum, such as textbooks, workbooks, computer software, or online services.

The district selects instructional materials in accordance with state law and policy EFA.

The district provides approved instructional materials to students free of charge for each subject or class. Students must treat instructional materials with care, as directed by the teacher.

If a student needs a graphing calculator for a course and the district does not provide one, the student may use a calculator application with graphing capabilities on a phone, laptop, tablet, or other computing device.

A student who is issued a damaged item should report the damage to the teacher.

Any student who does not return an item or returns an item in an unacceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage is paid for by the parent. However, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

For information on library books and other resources students may access voluntarily, see **Library (All Grade Levels)** on page 81.

Transfers (All Grade Levels)

The principal is authorized to transfer a student from one classroom to another.

The superintendent is authorized to investigate and approve transfers between schools.

[See **Safety Transfers/Assignments** on page 16, **Bullying** on page 27, and **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 18, for other transfer options.]

Transportation (All Grade Levels)

School-Sponsored Trips

Students who participate in school-sponsored trips are required to use school-provided transportation to and from the event. However, in accordance with campus procedures, a parent may provide written consent for his or her child to ride with or be released after the event to the parent or another adult designated by the parent. [See **School-Sponsored Field Trips** on page 82.]

Buses and Other School Vehicles

The district makes school bus transportation available to all students living two or more miles from school and to any students who are experiencing homelessness. This service is provided at no cost to students.

Bus routes and stops will be designated annually. Any subsequent changes will be posted at the school and on the district's website. For the safety of the driver and all passengers, students must board district vehicles only at authorized stops and drivers must unload passengers only at authorized stops.

For additional information, please contact the Director of Transportation at (956) 361-6491.

A parent may designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated location must be an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, contact the Director of Transportation at (956) 361-6491.

A parent may designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated location must be an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, contact the Director of Transportation at (956) 361-6491.

Students are expected to assist district staff in ensuring that buses and other district vehicles are clean and safe. When riding in district vehicles, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.
- Enter and leave the vehicle in an orderly manner at the designated stop.

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- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.
- Not possess or use any form of tobacco or e-cigarettes in any district vehicle.
- Observe all usual classroom rules.
- Be seated while the vehicle is moving.
- Fasten their seat belts, if available.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- Follow any other rules established by the operator of the vehicle.

Misconduct will be punished in accordance with the Student Code of Conduct, including loss of the privilege to ride in a district vehicle.

[See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Vandalism (All Grade Levels)

Littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

Video Cameras (All Grade Levels)

For safety purposes, the district uses video and audio recording equipment to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings as needed and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law, a parent of a student who receives special education services, a staff member (as this term is defined by law), a principal or assistant principal, or the board may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice before placing a video camera in a classroom or other setting in which a child receives special education services. For more information or to request the installation and operation of this equipment, contact the principal or the Director of Special Services at (956) 361-6221, who the district has designated to coordinate the implementation of and compliance with this law.

[See policy EHBAF(LOCAL) for more information.]

[See **Consent to Video or Audio Record a Student when Not Already Permitted by Law** on page 10 for video and other recording by parents or visitors to virtual or in-person classrooms.]

Visitors to the School (All Grade Levels)

General Visitors

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must:

- Request entry to the school at the primary entrance unless otherwise directed by a district employee.
- Report to the main office.
- Be prepared to show identification.
- Exit the school at the primary entrance and leave all exterior doors closed, latched, and locked unless actively monitored by a district employee.
- Comply with all applicable district policies and procedures.

If requested by a district employee, a visitor must provide identification such as a driver's license, other picture identification issued by a government entity, or employee or student identification issued by the district. A person who refuses to provide identification and who reasonably appears to have no legitimate reason to be on district property may be ejected from district property.

Individuals may visit classrooms or observe virtual instruction during instructional time only with approval of the principal and teacher. Visitors may not interfere with instruction or disrupt the normal school environment.

All visitors are expected to demonstrate the highest standards of courtesy and conduct. Disruptive behavior or violations of student privacy will not be permitted.

[See **Consent to Video or Audio Record a Student when Not Already Permitted by Law** on page 10 for video and other recording by parents or visitors to virtual or in-person classrooms.]

Unauthorized Persons

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

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

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL).

[See the Student Code of Conduct.]

Visitors Participating in Special Programs for Students

Business, Civic, and Youth Groups

The district may invite representatives from patriotic societies listed in Title 36 of the United States Code to present information to interested students about membership in the society.

Career Day

The district invites representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

Volunteers (All Grade Levels)

The district invites and appreciates the efforts of volunteers who are willing to serve our district and students.

If you are interested in volunteering, please Family and Engagement (FACE) at (956) 361-6310.

Subject to exceptions in accordance with state law and district procedures, the district requires a state criminal history background check for each volunteer, including parents, guardians, or grandparents of a child enrolled in the district. The volunteer must pay all costs for the background check.

Voter Registration (Secondary Grade Levels Only)

A student who is eligible to vote in any local, state, or federal election may obtain a voter registration application at the main campus office.

Withdrawing from School (All Grade Levels)

To withdraw a student under age 18 from school, the parent or guardian must submit a written request to the principal specifying the reasons for withdrawal and the final day the student will be in attendance. Withdrawal forms are available from the principal's office.

A student who is age 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared.

Glossary

Accelerated instruction, including supplemental instruction, is an intensive educational program designed to help an individual student acquire the knowledge and skills required at his or her grade level. It is required when a student does not meet the passing standard on a state-mandated assessment. Accelerated instruction may be provided by assigning a student to a classroom teacher who is certified as a master, exemplary, or recognized teacher or by providing supplemental instruction in addition to regular instruction.

ACT, or the American College Test, is one of the two most frequently used college or university admissions examinations. The test may be required for admission to certain colleges or universities.

ACT-Aspire is designed as a preparatory and readiness assessment for the ACT. This is usually taken by students in grade 10.

ARD stands for admission, review, and dismissal. The ARD committee convenes for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

Attendance review committee is responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit or a final grade lost because of absences.

CPS stands for Child Protective Services.

DAEP stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

DFPS stands for the Texas Department of Family and Protective Services.

DPS stands for the Texas Department of Public Safety.

DSHS stands for the Texas Department of State Health Services.

ED stands for the U.S. Department of Education.

Emergent bilingual student refers to a student of limited English proficiency. Other related terms include English learner, English language learner, and limited English proficient student.

EOC (end-of-course) assessments are state-mandated and are part of the STAAR program. Successful performance on EOC assessments is required for graduation. These examinations will be given in English I, English II, Algebra I, Biology, and U.S. History.

ESSA is the federal Every Student Succeeds Act.

FERPA refers to the federal Family Educational Rights and Privacy Act, which grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 years of age or older directs the school not to release directory information.

IEP stands for individualized education program and is the written record prepared by the ARD committee for a student with disabilities who is eligible for special education services.

IGC is the individual graduation committee, formed in accordance with state law, to determine a student's eligibility to graduate when the student has failed to demonstrate satisfactory performance on no more than two of the required state assessments.

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ISS refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

PGP stands for personal graduation plan, which is required for high school students and for any student in middle school who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

PSAT is the preparatory and readiness assessment for the SAT. It also serves as the basis for the awarding of National Merit Scholarships.

SAT refers to the Scholastic Aptitude Test, one of the two most frequently used college or university admissions examinations. The test may be required for admissions to certain colleges or universities.

SHAC stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to help ensure that local community values and health issues are reflected in the district's health education instruction, as well as assist with other student and employee wellness issues.

Section 504 is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

STAAR is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments.

STAAR Alternate 2 is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services who meet the participation requirements, as determined by the student's ARD committee.

STAAR Spanish is an alternative state-mandated assessment administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

State-mandated assessments are required of students at certain grade levels and in specified subjects. Except under limited circumstances, students must pass the STAAR EOC assessments to graduate. Students have multiple opportunities to take the tests, if necessary, for graduation.

Student Code of Conduct is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from a classroom, campus, or district vehicle; sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP; and outlines conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

TAC stands for the Texas Administrative Code.

TEA stands for the Texas Education Agency, which oversees primary and secondary public education in Texas.

TELPAS stands for the Texas English Language Proficiency Assessment System, which assesses the progress that emergent bilingual students make in learning the English language and is administered for those who meet the participation requirements in kindergarten-grade 12.

TSI stands for the Texas Success Initiative, an assessment designed to measure the reading, mathematics, and writing skills that entering college-level freshmen students should have if they are to be successful in undergraduate programs in Texas public colleges and universities.

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TXVSN stands for the Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public school districts. Courses are taught by qualified instructors and are equivalent in rigor and scope to a course taught in a traditional classroom setting.

UIL refers to the University Interscholastic League, the statewide, voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

Appendix: Freedom from Bullying Policy

Note: School board policies may be revised at any time. For legal context and the most current copy of the local policy, visit:

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=260&code=FFI#legalTabContent>. Below is the text of San Benito CISD's policy FFI(LOCAL) as of the date this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on 7/25/2023

Note: *This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.*

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Minimum Standards

Retaliation

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

Examples

False Claim

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Timely Reporting

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

A student who intentionally makes a false

claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format Periodic Monitoring

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice of Report

The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.

Prohibited Conduct

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

Investigation of Report

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

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The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or

designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

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Notice to Parents

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self- defense in response to the bullying shall not be subject to disciplinary action.

Corrective Action

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Transfers Counseling

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Improper Conduct

Confidentiality

The principal or designee shall refer to FDB for transfer provisions.

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

To the greatest extent possible, the District shall respect the privacy of the complainant,

San Benito CISD Student Handbook

persons against whom a report is filed, and witnesses. Limited disclosures may be

necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.



Request Approval of the 2025-2026 San Benito CISD Employee Handbook

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the 2025-2026 San Benito CISD Employee Handbook.

Rationale:

Employee handbook provides guidance and information on our mission, vision, values, policies and procedures, and code of conduct to district employees.

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Erika Echarte, Executive Director of Administrative Services

Board Policy Reference and Compliance:

San Benito CISD

~~2024-2025~~2025–2026 Employee Handbook



If you have difficulty accessing the information in this document because of a disability, please email ~~Abraham Gallegos~~ Erika Echartea, Executive Director of Administrative Services at abgallegos@sbcisd.net echartea@sbcisd.net

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Employee Handbook Receipt

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the San Benito CISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

*The electronic version of the **2024-2025 2025-2026 San Benito CISD Employee Handbook** is located at www.sbcisd.net*

Please indicate your choice by checking the appropriate box below:

- I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.
- I choose to receive a hard copy of the employee handbook and understand I am required to contact hrdept@sbcisd.net to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the SBCISD Human Resources Department if I have questions or concerns or need further explanation.

Signature

Date

Please sign and date this receipt and forward it to your immediate supervisor.

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are, have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to ~~Abraham Gallegos~~ Erika Echartea, Executive Director of Administrative Services.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed Online at www.sbcisd.net.

Please note that this handbook is a living document and may be periodically updated in order to ensure the most current practices and policies are communicated to all San Benito CISD employees.

Statement of Nondiscrimination

The San Benito CISD prohibits discrimination (including harassment, dating violence, and retaliation) on the basis of race, religion (including HB 3678, Religious Viewpoint Antidiscrimination Act), color, national origin, gender, age, disability, marital status, veteran status, or any other status protected by law, in providing education or access to the benefits of educational services, activities, and programs, including vocational programs, in accordance with Titles VI and VII of the Civil Rights Act of 1964 as amended.

The San Benito CISD is an equal opportunity employer in full compliance with Title VI of the Civil Rights Act of 1964 as amended, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act, and Age Discrimination in Employment Act, Rehabilitation Act and Texas Commission on Human Rights Act. Questions about Title IX or Section 504 may be directed to the Superintendent of Schools, 240 North Crockett, San Benito, Texas 78586 (956) 361-6100.

La Declaración de no - Discriminación

El Distrito Escolar San Benito prohíbe la discriminación (incluyendo el hostigamiento, violencia hacia la persona con la que tengan compromiso, y venganza) a base de raza, religión, (incluyendo HB 3678, Religious Viewpoint Anti-Discrimination Act), color, origen nacional, género, edad, incapacidad, estado civil, estado de veterano, o cualquier otro estado protegido por la ley, en el abastecimiento de la educación o acceso a las ventajas de los servicios educativos, actividades, y los programas, incluyendo programas vocacionales, de acuerdo con Títulos VI y VII del Acta de los Derechos Civiles de 1964 según la enmienda prevista.

El Distrito Escolar San Benito en conformidad como organización, da la oportunidad igual en cumplimiento con el Título VI del Acta de los Derechos Civiles de 1964 según la enmienda prevista, el Título IX de las enmiendas educativas de 1972, la Sección 504 del Acta de Rehabilitación de 1973 según la enmienda prevista, el Acta de Americanos Incapacitados, y el Acta Contra la Discriminación por Edad en el Trabajo, el Acta de Rehabilitación y el Acta de Derechos Humanos en la Comisión de Texas. Las preguntas sobre el Título IX o la Sección 504 se pueden dirigir al Superintendente de Escuelas, 240 North Crockett, San Benito, Texas 78586 (956) 361-6100.

District Information

Description of the District

All campuses within the San Benito Consolidated Independent School District (SBCISD) are fully accredited by the Texas Education Agency.

Total student enrollment in San Benito CISD averages 8,862 students

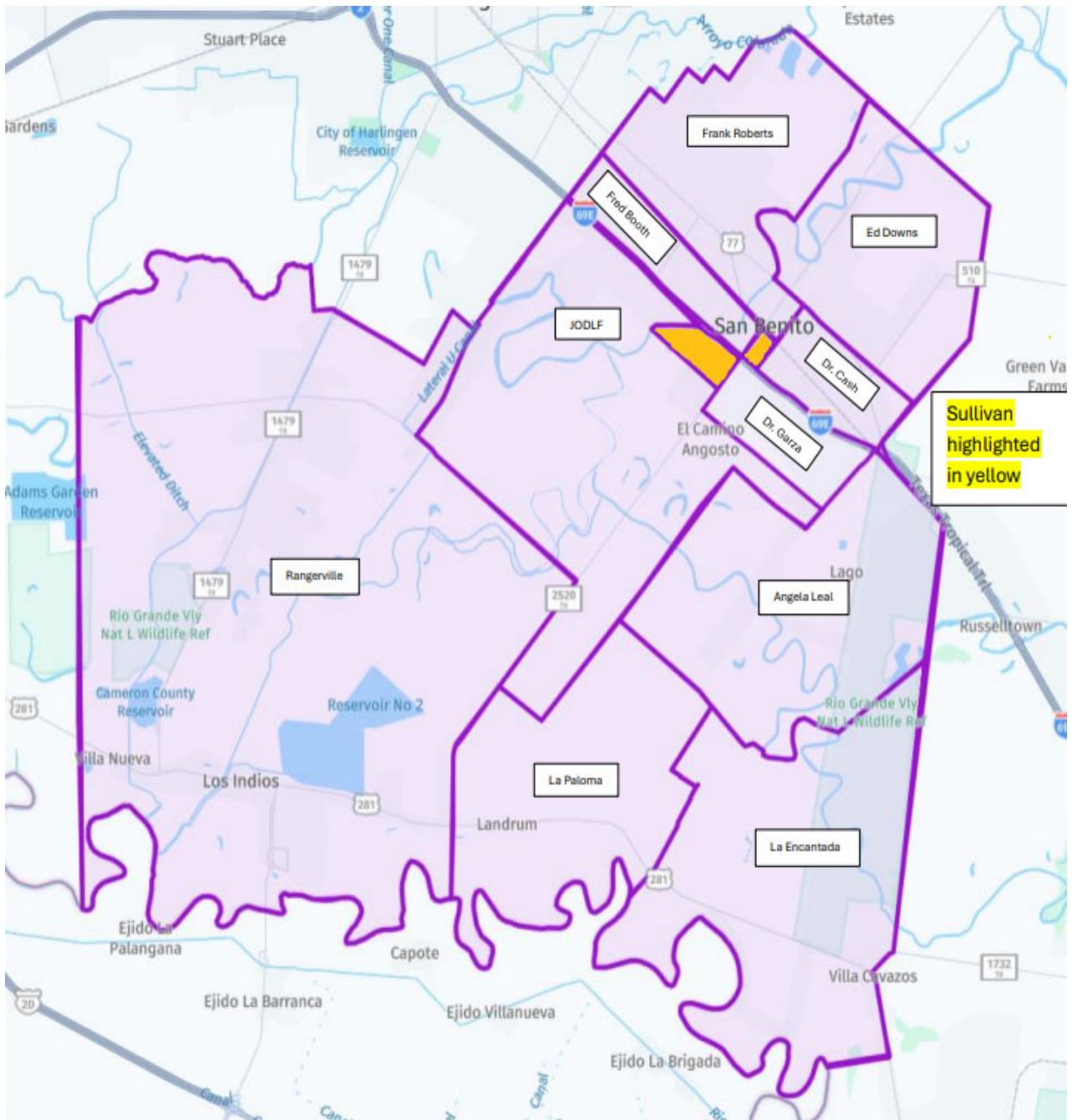
- Eleven elementary schools serve approximately 4,211 students in grades Pre-Kindergarten through 5th grade.
- Three middle schools serve approximately 1,920 students in grades 6th through 8th.
- San Benito High School (10th through 12th grades) and Veterans Memorial Academy (9th grade) serve approximately 2,731 students.

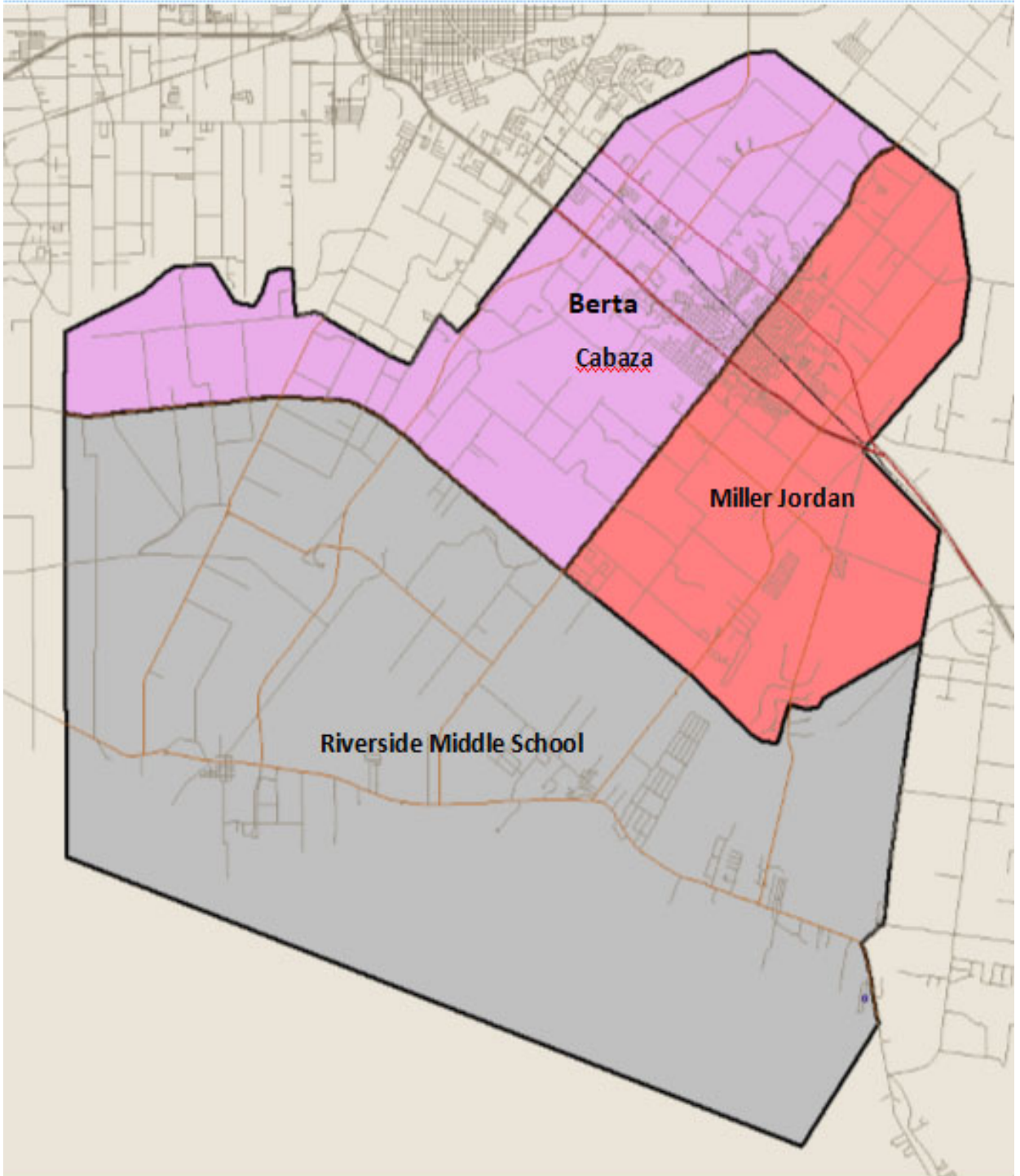
District Operational Hours for Staff

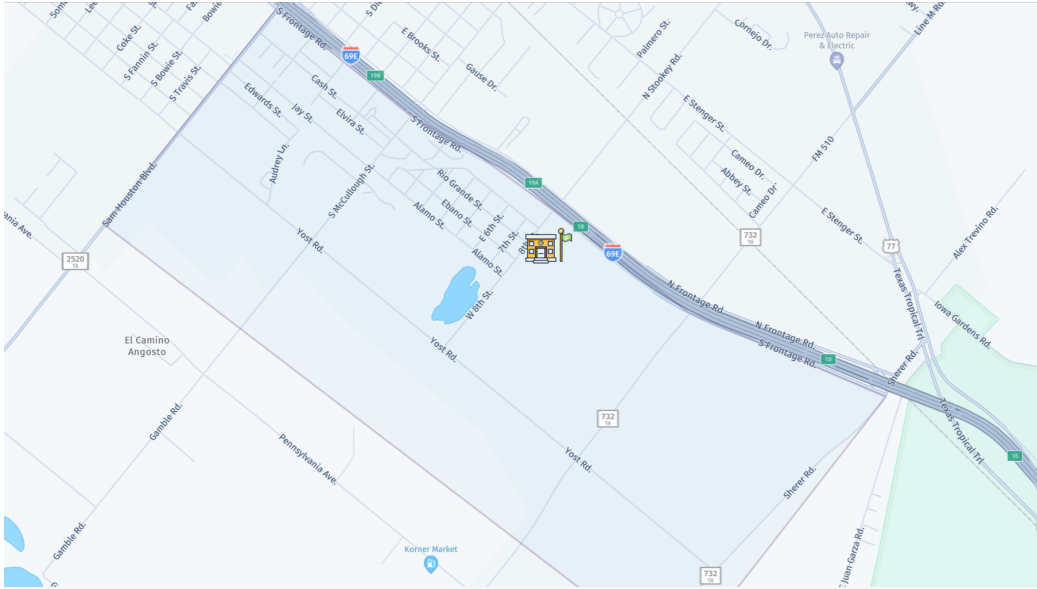
Location Start/End Times	Staff Reporting Time	Staff Dismissal Time
Elementary Schools 7:45 a.m. – 3:15 p.m.	Teachers-7:30 a.m. (unless duty is assigned) All other staff as per assigned schedule.	Teachers - 3:30 p.m. (unless duty is assigned) All other staff as per assigned schedule.
Middle Schools 8:105 a.m. – 3:55 p.m.	Teachers – 8:00 a.m. (unless duty is assigned) All other staff as per assigned schedule.	Teachers – 4:00-10p.m. (unless duty is assigned) All other staff as per assigned schedule.
Veterans Memorial Academy 8:30 a.m. – 4:310 p.m.	Teachers – 8:15 a.m. (unless duty is assigned) All other staff as per assigned schedule.	Teachers – 4:425 p.m. (unless duty is assigned) All other staff as per assigned schedule.
San Benito High School 8:30 a.m. – 4:310 p.m.	Teachers – 8:15 a.m. (unless duty is assigned) All other staff as per assigned schedule.	Teachers – 4:425 p.m. (unless duty is assigned) All other staff as per assigned schedule.
District Administration and Departments	7:30 a.m. Assigned schedule as needed	4:30 pm Assigned schedule as needed

District Map

Elementary and Middle School Zoned Maps







Mission Statement, Goals, and Objectives

Policy AE

The district’s mission is to provide a premier education for all students, through a positive and safe learning environment, so that its graduates are college, career, and workforce ready.

Board of Trustees

Policies BA, BB series, BD series, and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the district’s schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community’s commitment to a strong educational program for the district’s children. Board members are elected on the second Saturday in May and serve three-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- ~~Orlando Lopez~~ Dr. Ariel Cruz-Vela President
- ~~Dr. Ariel Cruz~~ Crystal Hernandez Vice-President
- ~~Rudy Corona~~ Israel Villarreal III Secretary

- ~~Crystal Hernandez~~ Orlando Lopez Member
- ~~Israel Villarreal, III~~ Rudy Corona Member
- Frutoso Gomez Member
- Alejandro Reyna Member

The board usually meets the second ~~Tuesday~~ Wednesday of the month at 5:30 p.m. at the John F. Barron Administration Building located at 240 N. Crockett Street, San Benito, Texas 78586. In the event that a large attendance is anticipated, the board may meet at Veterans Memorial Academy at 2115 N. Williams Road, San Benito, Texas 78586. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website at www.sbcisd.net and displayed at the John F. Barron Administration located at 240 N. Crockett Street, San Benito, Texas 78586 at least ~~72 hours~~ three business days before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

Board Meeting Schedule

The San Benito Consolidated Independent School District Board of Trustees conduct their regular monthly meetings on the second Tuesday of each month. On occasion, the regular monthly meeting may be rescheduled for other selected dates upon the request of the Board or Superintendent. The Board committees meet the week prior to the scheduled monthly Board meetings.

SBCISD Website Link to Board Meeting Schedules and Agendas
<https://sbcisd.diligent.community/Portal/Default.aspx>

Administration

Alfred Perez	Acting Superintendent of Schools
Dilia Cornett	Assistant Superintendent of Academics
Monica Mata	Chief Financial Officer

~~Abraham Gallegos~~ Erika Echartea Executive Director of Administrative Services

~~Ray Saldana, Jr.~~ Executive Director of Operations

Luis D. Gonzales Jr. Director of Public Relations

School Calendar



San Benito Consolidated Independent School District

2025-2026 SCHOOL CALENDAR

JULY 2025						
S	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2025						
S	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2025						
S	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SCHOOL START / END TIMES	
Elementary	7:45 AM - 3:15 PM
Middle School	8:15 AM - 3:55 PM
High School	8:30 AM - 4:10 PM

EARLY RELEASE START / END TIMES	
Elementary	7:45 AM - 12:15 PM
Middle School	8:15 AM - 1:10 PM
High School	8:30 AM - 1:45 PM

INSTRUCTIONAL PERIODS	
August 1, 2025	– First Day for Teachers
August 11, 2025	– First Day for Students
December 19, 2025	– End of First Term
January 6, 2026	– Start of Second Term
May 22, 2026	– Last Day for Students
May 22, 2026	– Graduation Day

GRADING PERIODS	
ALL CAMPUSES { 176 Days }	
First Term = 86	Second Term = 90
Aug. 11 - Oct. 8 = 42	Jan. 6 - March 13 = 47
Oct. 14 - Dec. 19 = 44	March 23 - May 22 = 43

TOTAL NUMBER OF MINUTES	
Elementary = 78,840	Middle School = 80,670
High School = 80,670	

TEACHER PREPARATION DAYS	
■ New Teacher Orientation July 30-31, 2025	
■ Teacher Workdays August 1 & 8, 2025; January 5, 2026	
■ Professional Development August 4-7, 2025	
■ SBCISD Learning Day September 1, 2025	
■ Teacher Learning/Exchange Days May 25-27, 2026	

HOLIDAYS	
October Mini Break	– October 10 & 13, 2025
Thanksgiving	– November 24-28, 2025
Christmas & New Year	– Dec. 22, 2025 - Jan. 2, 2026
February Mini Break	– February 6 & 9, 2026
Spring Break	– March 16-20, 2026
Easter	– April 3 & 6, 2026

WEATHER MAKE-UP DAY	
October 9, 2025	

LEGEND	
■ Early Release Days [Students & Staff] December 19, 2025; May 22, 2026	
■ Graduation Day May 22, 2026	

OCTOBER 2025						
S	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025						
S	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER 2025						
S	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026						
S	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2026						
S	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026						
S	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026						
S	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2026						
S	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2026						
S	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



STAAR EOC Window	
12/02/2025 - 12/12/2025	

December 2	English I
December 3	English II
	Biology
December 4	Algebra I
	U.S. History

TELPAS Window	
02/16/2026 - 03/27/2026	

TELPAS Grades 2-12
Listening, Speaking, Reading & Writing

STAAR Alternate 2 Window	
03/16/2026 - 04/17/2026	

Grades 3-8 and EOC Assessments

STAAR	
April 7	Grades 3-8 Reading Language Arts English I EOC
April 8	English II EOC

All make-up sessions are to be completed by Friday, April 17, 2026.

April 14	Grades 5 & 8 Science Biology EOC
April 15	Grade 8 Social Studies U.S. History EOC

All make-up sessions are to be completed by Friday, April 24, 2026.

April 21	Grades 3-8 Mathematics Algebra I EOC
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All make-up sessions are to be completed by Friday, May 01, 2026.

STAAR EOC Window	
06/16/2026 - 06/26/2026	

June 16	English I
June 17	English II
	Biology
June 18	Algebra I
	U.S. History

Board Approved: April 16, 2025

Helpful Contacts

From time to time, employees have questions or concerns. If those questions or concerns cannot be answered by supervisors or at the campus or department level, the employee is encouraged to contact the appropriate department as listed below.

Department Directory

Academic Services	(956) 361-6120
Administrative Services	(956) 361-6158
After School Program	(956) 361-6450
Assessment, Research & Evaluation	(956) 361-6194
Athletic Department	(956) 361-6587
Bilingual/ESL Title III	(956) 361-6253
Building and Grounds	(956) 361-6380
Career & Technical Education	(956) 361-6574
Child Nutrition Program	(956) 361-6400
College & Career Go Center	(956) 361-6537
Counseling	(956) 361-6837
Elementary Instructional Implementation	(956) 361-6252
Energy Management and HVAC	(956) 361-6412
Family and Community Engagement (FACE)	(956) 361-6310
Federal Programs	(956) 361-6146
Finance & Operations	(956) 361-6168
Health Services	(956) 361-6807
Human Resources	(956) 361-6150

Instructional Materials	(956) 361-6951
Instructional Technology	(956) 361-6337
KSBG-TV	(956) 276-6030
Media Services	(956) 361-6837
Migrant Education	(956) 361-6147
Payroll	(956) 361-6100
PEIMS	(956) 361-6154
SBCISD Police	(956) 361-6475
Print Shop	(956) 361-6197
Professional Development	(956) 361-6102
Public Relations	(956) 361-6030
Purchasing	(956) 361-6390
Secondary Instructional Implementation	(956) 361-6160
Recruitment and Employee Engagement	(956) 361-6100
Risk Management	(956) 361-6185
Special Services	(956) 361-6221
Student Services	(956) 361-6221
Superintendent's Office	(956) 361-6110
Technology	(956) 361-6924
Transportation	(956) 361-6350

School Directory
Elementary Schools

Angela G. Leal Elementary School FM Road 732	(956) 276-5055
Dr. C. M. Cash Elementary School 400 Poinciana Street	(956) 361-6700
Dr. Raul Garza, Jr. Elementary School 845 Eighth Street	(956) 361-6900
Ed. Downs Elementary School 1302 N. Dowling Street	(956) 361-6720
Frank Roberts Elementary School 451 Biddle Street	(956) 3616740
Fred Booth Elementary School 705 Zaragosa Street	(956) 361-6860
Judge Oscar De La Fuente Elementary School 2700 S. Sam Houston Blvd.	(956) 361-6820
La Encantada Elementary School 35001 FM 1577	(956) 361-6760
La Paloma Elementary School 35076 Padilla Street	(956) 361-6780
Rangerville Elementary School 17558 Landrum Park Road	(956) 361-6840
Sullivan Elementary School 900 Elizabeth Street	(956) 361-6880
GO Academy/Collegiate Academy 450 S. Williams Road	(956) 276-6000

Middle Schools

Berta Cabaza Middle School (956) 361-6800
2901 Shafer Road

Miller Jordan Middle School (956) 361-6650
700 N. McCullough

Riverside Middle School (956) 361-6940
35428 Padilla Street

High Schools

Veterans Memorial Academy (956) 276-6000
2115 N. Williams Road

San Benito High School (956) 361-6500
450 S. Williams Road

Alternative Campuses

Amador Rodriguez Boot Camp (956) 361-3509
2330 W. Bus. Hwy 77

Cameron County JJAEP (956) 361-3509
2330 W. Bus. Hwy 77

Darrel Hester Detention Center (956) 399-3075
2310 W. Hwy. 77

Positive Redirection Center (956) 361-6275

RGV Youth Recovery Home (Dormitory) (956) 428-5200
29783 Rangerville Road

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, San Benito CISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is prohibited from discriminating on the basis of sex in its educational programs or activities. The prohibition against discrimination extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: ~~Abraham Gallegos~~, [Erika Echartea](mailto:ErikaEchartea@sbcisd.net), *Executive Director of Administrative Services at 240 N. Crockett Street*, abgallegos@sbcisd.net eechartea@sbcisd.net, 956-361-6150. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: ~~Abraham Gallegos~~, [Janette Bristow](mailto:JanetteBristow@sbcisd.net), ~~Executive Director of Administrative Services~~ *Health Services Coordinator, 450 S. Dick Dowling*, jmbristow@sbcisd.net ~~at 240 N. Crockett Street~~, abgallegos@sbcisd.net, ~~956-361-6150~~ 956-361-6807.

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

Job Vacancy Announcements

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis to the district's website.

Employment after Retirement

Policy DC

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website (www.trs.texas.gov).

Contract and Noncontract Employment

Policy DC series

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary Contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed one school year.

For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term Contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed Online or copies will be provided upon request.

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as noninstructional administrators) are not employed by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Paraprofessional and Auxiliary Employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Certification and Licenses

Policies DBA, DF

Professional employees whose positions require SBEC certification, or a professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the SBCISD Human Resources Department in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify SBCISD Human Resources when there is action against, or revocation of, their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact the SBCISD Human Resources Department if you have any questions regarding certification or licensure requirements.

Recertification of Employment Authorization

Policy DC

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact the SBCISD Human Resources Department if you have any questions regarding reverification of employment authorization. Failure to verify employment authorization may result in termination.

Searches and Alcohol and Drug Testing

Policy CQ, DHE

Noninvestigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of

work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business. Disciplinary action, up to and including termination, may result if an employee refuses to submit to testing or is found to violate district policy.

Employees Required to Have a Commercial Driver's License. Any employee whose duties require a commercial driver's license (CDL) is subject to alcohol and drug testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact hrdept@sbcisd.net.

Health Safety Training

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to SBCISD Human Resources Department by August 5, 2024.

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, Online training regarding seizure disorder awareness, recognition, and related first aid.

Reassignments and Transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA(Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by the district transfer timeline. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the SBCISD Human Resources Department office and must be approved by the receiving supervisor.

Workload and Work Schedules

Policies DEAB, DK, DL

Professional Employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and Auxiliary Employees. Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. See Overtime Compensation on page 28 for additional information.

ADA Accommodations

Policies DAA, DBB, DIA

The district will provide reasonable accommodations to employees with a disability if the accommodation would allow the individual to perform the essential functions of their job, unless doing so would create an undue hardship. An employee or their supervisor may initiate a request for accommodation by contacting Jeanette Bristow, Health Services Coordinator at 956-361-6807, jmbristow@sbcisd.net, and identifying an adjustment or change at work that is needed because of a disability. An employee also may submit a written request to HR using the ADA Accommodation Request Form, which is available at www.sbcisd.net.

Upon receiving the reasonable accommodation request, HR will meet with the employee and conduct an informal, interactive discussion to identify accommodation that will allow the employee to perform the essential functions of the job effectively. The district may request medical information concerning the employee's disability to assist in determining what accommodation(s) may be available and appropriate. The employee will be responsible for obtaining the information from their health care provider. Medical information received will be confidential and kept separate from the employee's personnel file.

After meeting with the employee and reviewing medical documentation, HR will determine whether the employee is a qualified individual with a disability and develop a reasonable accommodation plan for the employee. Accommodation will be determined on a case-by-case basis. HR will work closely with the employee and supervisor to ensure that reasonable accommodation is provided and effective.

Breaks for Expression of Breast Milk

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

The Providing Urgent Maternal Protections of Nursing Mothers Act (PUMP Act) requires an employee to notify the district if they believe the district is out of compliance in providing breaks for a nursing mother. The employee must give the district 10 days to come into compliance before making any claim of liability against the district. An employee with concerns should contact Abraham Gallegos, Erika Echartea, Executive Director of Administrative Services at 240 N. Crockett Street, abgallegos@sbcisd.net eechartea@sbcisd.net, 956-361-6150.

Pregnant Workers Fairness Act

The Pregnant Workers Fairness Act (PWFA) provides consideration of accommodations to employees who have known limitations related to pregnancy, childbirth, or related medical conditions. An employee seeking a PWFA accommodation should contact ~~Abraham Gallegos~~, *Erika Echartea*, Executive Director of Administrative Services at 240 N. Crockett Street, ~~abgallegos@sbcisd.net~~ eechartea@sbcisd.net, 956-361-6150 to begin the interactive process.

Notification to Parents Regarding Qualifications

Policies DK, DBA00

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call SBCISD Human Resources Department at 956-361-6150.

Outside Employment and Tutoring

Policy DBD

ALL Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Administrators. An employee who has significant administrative duties relating to the operation of a school district, including the operation for a campus, program, or other subdivision of the district is restricted from outside employment. Administrators may not receive financial benefits for performing personal services for any business entity that conducts or solicits business with the district. Administrators are also prohibited from receiving financial benefits for performing personal services for any education business that provides services regarding the curriculum or

administration of any school district or financial benefits for performing personal services for other school districts, open enrollment charter schools, and education service centers. An exception applies to an administrator who is not a superintendent, assistant superintendent, or member of a board of managers if the board approves as required by statute. Services must be performed on the administrator's personal time. Contact Human Resources for more information.

Performance Evaluation

Policy DN series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, San Benito CISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from San Benito CISD Superintendent's Office.

Staff Development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for noninstructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

The district may use District-wide staff development that has been developed and approved through the district-level decision process. [See BQA and BQB, as appropriate]

The staff development may include:

1. Training in technology, conflict resolution, and discipline strategies, including classroom management, District discipline policy, and the Student Code of Conduct;
2. Training in preventing, identifying, responding to, and reporting incidents of bullying;
3. Digital Learning, and,
4. Instruction as to what is permissible under law, including opinions of the United States Supreme Court, regarding prayer in public school.

The digital learning training must discuss basic technology proficiency expectations and methods to increase an educator's digital literacy; and assist an educator in the use of digital technology in learning activities that improve teaching, assessment, and instructional practices.

Education Code 21.451 (b) – (d), (g)

Mental Health Training

Policy DMA

All district employees who regularly interact with students are required to complete an evidenced-based mental health training program that is designed to provide instruction regarding the recognition and support of children and youth who experience mental health or substance use issues that may pose a threat to school safety. Employees must provide a certificate of completion to the district that includes the name of the training course along with supporting documentation confirming that the training meets the requirements of the commissioner rules for mental health training.

Campus staff required to complete the training includes, but is not limited to, teachers, coaches, librarians, instructional coaches, administrators, administrative support personnel, school resource officers, paraprofessionals, substitutes, custodians, cafeteria staff, bus drivers, crossing guards, and district special program liaisons, and supervisors of personnel who regularly interact with students.

Compensation and Benefits

Salaries, Wages, and Stipends

Policies DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek. (See *Overtime Compensation*, page 28)

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact SBCISD Human Resources Department for more information about the district's pay schedules or their own pay.

Paychecks

All professional and salaried employees are paid monthly. Hourly employees are paid semi-monthly. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization. [Employees are responsible for regularly reviewing the accuracy of their pay statement and should contact Payroll at 956-361-6100, if they have any questions.](#)

The schedule of pay dates for the ~~2024—2025~~ 2025-2026 school year follows:

San Benito Consolidated Independent School District
Payroll Department
2025-2026
Monthly Pay Dates

Beginning Date	Ending Date	Due Date	Pay Date
6/30/2025	7/26/2025	7/28/2025	8/22/2025
7/27/2025	8/23/2025	8/25/2025	9/25/2025
8/24/2025	9/27/2025	9/29/2025	10/24/2025
9/28/2025	10/25/2025	10/27/2025	11/20/2025
10/26/2025	11/22/2025	11/24/2025	12/18/2025
11/23/2025	12/27/2025	12/29/2025	1/23/2026
12/28/2025	1/24/2026	1/26/2026	2/25/2026
1/25/2026	2/21/2026	2/23/2026	3/25/2026
2/22/2026	3/28/2026	3/30/2026	4/24/2026
3/29/2026	4/25/2026	4/27/2026	5/21/2026
4/26/2026	5/23/2026	5/25/2026	6/25/2026
5/24/2026	6/27/2026	6/29/2026	7/23/2026

Reminders:

- Employees who exceed their available leave balance will notice an absence deduction in full for the pay period stated above and docked on the respective pay check date
- SBCISD is paying via direct deposit only, therefore due dates will be strictly followed to ensure employees are compensated in a timely manner.
- Any and all paperwork received after the due date will be applied to the following pay date.
- Unless otherwise noted, all pay reports are due to the Payroll Department by 5:00 PM on the due date.
- Extra duty pay submitted to the payroll department with errors will be sent back for corrections and paid until the following payroll run.

Payroll Department

2025-2026

Bi-Weekly Pay Dates

Beginning Date	Ending Date	Due Date	Pay Date
06/22/2025	07/05/2025	07/07/2025	07/11/2025
07/06/2025	07/19/2025	07/21/2025	07/25/2025
07/20/2025	08/02/2025	08/04/2025	08/08/2025
08/03/2025	08/16/2025	08/18/2025	08/22/2025
08/17/2025	08/30/2025	09/01/2025	09/05/2025
08/31/2025	09/13/2025	09/15/2025	09/19/2025
09/14/2025	09/27/2025	09/29/2025	10/03/2025
09/28/2025	10/11/2025	10/13/2025	10/17/2025
10/12/2025	10/25/2025	10/27/2025	10/31/2025
10/26/2025	11/08/2025	11/10/2025	11/14/2025
11/09/2025	11/22/2025	11/24/2025	11/28/2025
11/23/2025	12/06/2025	12/08/2025	12/12/2025
12/07/2025	12/20/2025	12/22/2025	12/26/2025
12/21/2025	01/03/2026	01/05/2026	01/09/2026
01/04/2026	01/17/2026	01/19/2026	01/23/2026
01/18/2026	01/31/2026	02/02/2026	02/05/2026
02/01/2026	02/14/2026	02/16/2026	02/20/2026
02/15/2026	02/28/2026	03/02/2026	03/06/2026
03/01/2026	03/14/2026	03/16/2026	03/20/2026
03/15/2026	03/28/2026	03/30/2026	04/02/2026
03/29/2026	04/11/2026	04/13/2026	04/17/2026
04/12/2026	04/25/2026	04/27/2026	05/01/2026
04/26/2026	05/09/2026	05/11/2026	05/15/2026
05/10/2026	05/23/2026	05/25/2026	05/29/2026
05/24/2026	06/06/2026	06/08/2026	06/12/2026
06/07/2026	06/20/2026	06/22/2026	06/26/2026

Reminders:

- Employees who exceed their available leave balance will notice an absence deduction in full for the pay period stated above and docked on the respective pay check date
- SBCISD is paying via direct deposit only, therefore due dates will be strictly followed to ensure employees are compensated in a timely manner.
- Any and all paperwork received after the due date will be applied to the following pay date.
- Unless otherwise noted, all pay reports are due at Payroll Department by 5:00 PM on the due date.
- Extra pays submitted to payroll department with errors will be sent back for corrections.



Reminders:

- Employees who exceed their available leave balance will notice an absence deduction in full for the pay period stated above and docked on the respective paycheck date.
- SBCISD pays via direct deposit only, therefore due date will be strictly followed to ensure employees are compensated in a timely manner.
- All paperwork received after the due date will be applied to the following pay date.
- Unless otherwise noted, all pay reports are due at the Payroll Department by 12:00 PM on the due date.
- Extra duty pay submitted to the Payroll Department with errors will be sent back for correction.

Automatic Payroll Deposit

Employees can have their paychecks electronically deposited into a designated account. A notification period of 10 days is necessary to activate this service. Contact the Payroll Department at 956- 361-6188 for more information about the automatic payroll deposit service.

Payroll Deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Employees also may request payroll deduction for payment of membership dues to professional organizations and donations to non-profit organizations. Salary deductions are automatically made for unauthorized or unpaid leave.

Overpayments. Employees are not entitled to any funds the district overpays. An agreement between an employee and the district must be in place in order to deduct any overpayment from one or more paychecks if an overpayment occurs.

Overtime Compensation

Policies DEAB, DEC

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action up to and including termination.

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins at 12:00a.m. and ends at 11:59p.m..

Nonexempt employees that are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless they work more than 40 hours.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 60 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor and Superintendent/Executive Director must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district. Employees must submit receipts, to the extent possible, to be reimbursed for allowable expenses other than mileage.

Health, Dental, and Life Insurance

Policy CRD

Group health insurance coverage is available to all full-time employees. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Detailed descriptions of insurance coverage, prices, and eligibility requirements are provided to all employees in a separate booklet entitled Employee Benefit Booklet.

The health insurance plan year is from October 01 through September 30. New employees must complete enrollment forms within the first 30 days of employment. Current employees can make changes in their insurance coverage during open enrollment. Employees should contact Lucy Garcia, Insurance Coordinator, (956) 361-6185 for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for Dental, Vision, Accident, Critical Illness, Hospital Wrap, Disability, Life Insurance, Cancer Insurance, Flexible Spending Account, and Dependent Care. Premiums for these programs can be paid by payroll deduction. Employees should contact Lucy Garcia, Insurance Coordinator (956) 361-6185 for more information.

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' Compensation Insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage from TASB Risk Management Fund, effective July 1.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to Lucy Garcia, Insurance Coordinator (956) 361-6185. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See *Workers' Compensation Benefits*, page 44 for information on use of paid leave for such absences.

Unemployment Compensation Insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Human Resource Department.

Teacher (Employee) Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify the Human Resources Department as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web (www.trs.texas.gov). See page 17 for information on restrictions of employment of retirees in Texas public schools.

Other Benefit Programs

- Teacher Performance Based Incentives
- Teacher Classroom Supply Incentives
- Annual Wellness Incentive (Reimbursement)
- Employee Loan Program

Leaves and Absences

Policies DEC, DECA, DECB

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence.

Employees who expect to be absent for an extended period of more than five days should call the Human Resources Department for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in the following increments. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

1. For professional employees, leave shall be recorded in half-day increments, even if a substitute is not employed.
2. For all other positions, leave shall be recorded in one-hour increments.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments
4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

If an hourly employee does not report or request leave of absence(s) according to district procedures, the incident is considered a "no call/no show". An employee who is absent for five consecutive days without notice is considered to have abandoned their job and may face disciplinary consequences up to and including termination.

Order of Use

Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Local leave
- State sick leave accumulated before the 1995-96 school year
- State personal leave

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or

absences beyond accumulated or available paid leave shall result in a deduction from the employee's pay.

Use of sick leave pool days shall be permitted only after all available state and local leave has been exhausted.

Concurrent use of Leave. When an employee is eligible for FMLA leave, the district shall designate the absence as FMLA leave. Temporary disability leave shall apply after all paid leave and compensatory time is exhausted, and all shall run concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Earning leave. An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions. The district shall not approve paid leave for more leave days than have accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Employed for Full Year. If an employee uses more local leave than he or she earned and remains employed with the district through his or her last duty day, the district shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

- Spouse
- Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis.
- Parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee.
- Sibling, stepsibling, and sibling-in-law
- Grandparent and grandchild

- Any person residing in the employee’s household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA (LEGAL).

Medical Certification. Any employee, who is absent more than five (5) days because of a personal or family illness, must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee’s fitness to return to work.

An employee shall submit medical certification of the need for leave if:

- The employee is absent more than five consecutive work days.
- The district requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
- The employee requests FMLA leave for the employee’s serious health condition; a serious health condition of the employee’s spouse, parent, or child; or
- The employee requests FMLA for military caregiver leave.

The district may require medical certification due to an employee’s questionable pattern of absences or when deemed necessary by the supervisor or superintendent. The district may also request medical certification when an employee requests leave under the Family and Medical Leave Act (FMLA) for the employee’s serious health condition, a serious health condition of the employee’s spouse, parent, or child, or for military caregiver leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. ‘Genetic information,’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the FMLA will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee’s unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Personal Leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor five days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Sick Leave

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas. State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local Leave

Policy DEC (Local)

Full-time employees shall earn five (5) paid local leave days per school year in accordance with administrative regulations. Local leave shall accumulate without limit. Local leave shall be used according to the terms and conditions of state personal leave.

Vacation

Policy DED

Each full-time employee in a position normally requiring 260 days or more of service shall receive ten paid vacation days per fiscal year. Use of vacation days shall require advance approval by the employee's supervisor.

- Eligibility criteria;
- Accrual rates and availability;
- Request and approval processes;
- Accumulation and carryover limits; and
- Treatment of vacation days upon separation from service.

Vacation days shall not accumulate from one fiscal year to the next. Any unused vacation days not taken prior to the beginning of the new school year shall be forfeited.

Sick Leave Bank (or Pool)

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury may request the establishment of a sick leave pool, to which district employees may donate a maximum of three local leave for use by the eligible employee, in accordance with administrative regulations. Use of sick leave pool days shall be permitted only after all available state and local leave has been exhausted.

If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, used the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

Procedures to request Sick Leave Pool:

1. The sick leave application can be requested by contacting the Human Resources department at 956-361-6150.
2. The maximum number of days an employee may donate to a sick leave pool is 3 Local days.
3. The maximum number of days is 60 per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors. Returned days will be given to the employee who donated days last. (Last one to donate, first one to receive unused days).

APPEAL: An employee may appeal a decision regarding the establishment or implementation of the district's sick leave pool may be appealed in accordance with DGBA (Local), beginning with the Superintendent or appropriate administrator.

Family and Medical Leave Act (FMLA)—General Provisions

The following text is from the federal notice, *Your Employee Rights Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (Leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, the use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave*; and

- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite. *Special hours of service eligibility requirements apply to airline flight crew employees.

Requesting Leave

Generally, employees must give 30 days' advance notice of the need for FMLA leave. If it is not possible to give 30 days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection.

Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify their employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

www.wagehour.dol.gov.

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons.

The U.S. Department of Labor’s Wage and Hour Division (WHD) enforces the FMLA for most employees. Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military service member.

An eligible employee who is the spouse, child, parent or next of kin of a covered service member with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the service member.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer’s paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if *all* of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location

Airline flight crew employees have different “hours of service” requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management

How do I request FMLA leave?

Generally, **to request FMLA leave you *must***:

- Follow your employer’s normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do *not* have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You ***must also inform your employer if FMLA leave was previously taken*** or approved for the same reason when requesting additional leave.

Your **employer *may* request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress

What does my employer need to do?

If you are eligible for FMLA leave, your employer ***must***:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, **your employer must notify you in writing:**

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



Local Procedures for Implementing Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period measured forward from the date an employee uses FML measured forward from the date an individual employee's first FML begins.

Use of Paid Leave. FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently. [Teachers have the option of not using paid leave during an FML absence for pregnancy or birth or adoption of a child.](#)

Combined Leave for Spouses. Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave. When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty. An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

Reinstatement. An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according the procedures outlined in policy (see DECA(LEGAL)).

Failure to Return. If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

District Contact. Employees that require FML or have questions should contact Human Resource Department for details on eligibility, requirements, and limitations.

Temporary Disability Leave

Certified Employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Temporary disability leave shall apply after all paid leave and compensatory time is exhausted, and shall run concurrently with FMLA leave.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, the District Human Resources Department should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

Workers' Compensation Benefits

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use available, partial-day increments of sick leave or any other paid leave benefits to make up the difference between wage benefits and pre-injury or -illness wages. While an employee is receiving workers' compensation wage benefits, the district will charge available leave proportionately so that the employee receives an amount equal to the employee's regular salary.

Paid Leave Offset: The district shall permit the option for paid leave offset in conjunction with workers' compensation income benefits.

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to employee's immediate supervisor and the Human Resource Department.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person non-responsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement Leave

Policy DEC

An employee shall be granted three noncumulative days of bereavement leave upon the death of a member of the employee's immediate family member (See page 31 for immediate family member definition). Such leave shall be taken with no loss of pay or other paid leave.

Jury Duty

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

Compliance with a Subpoena

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Truancy Court Appearances

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious Observance

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military Leave

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact the District Human Resource Department. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact Risk Management and the Human Resource Department for details on eligibility, requirements, and limitations.

Leave for Peace Officers

Policy (DEC)

A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Payment for Accumulated Leave Upon Separation

Policy DEC (LOCAL)

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. The employee is retiring under the Teacher Retirement System of Texas (TRS).
2. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.

The employee shall receive payment for each day of accumulated state and local leave at the employee's daily rate of pay at the time of retirement in accordance with administrative regulations and the following chart:

Years of Service with the District	Days Paid
15–19	20
20–24	25
25 or more	30

If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

If an employee who meets the criteria above dies prior to retiring, his or her family is eligible to receive payment for the deceased's unused state and local leave at the employee's daily rate of pay at the time of the employee's death, in accordance with administrative regulations and the chart above.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

Employee Relations and Communications

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include Campus Teacher of the Year Luncheon, End of the Year Service, Gold Standard Employee monthly recognition, and Retirement Awards.

District Communications

Throughout the school year, the District Public Relations office publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements. They include the following:

- Staff Update Newsletters
- Board Reports (monthly)
- Community News page in local newspapers
- Superintendent Advisory Agendas and Minutes
- Campus/District Reports (posted in web/social media)

Complaints and Grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is reprinted as follows:

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

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below:

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 relating to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional materials shall be submitted in accordance with EFA.
5. Complaints concerning a commissioned peace officer who is an employee of the district shall be submitted in accordance with CKE.
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. The district shall inform employees of this policy.

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee 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 calendar days of the initiation of the complaint. [See DG]

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other 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. 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.

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail 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 days after the deadline.

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

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's e-mail address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

"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" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her 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 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. Complaints arising out of an event, or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and a remedy sought to permit their resolution through one proceeding, the district may consolidate the complaints.

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 ten 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.

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

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 the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

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.

Level One

Complaint forms must be filed:

1. Within 15 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; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

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 employee within 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 employee 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.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the district, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten 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 employee 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.

The Superintendent or designee shall provide the employee 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 Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, 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 response 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 ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

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

The Superintendent or designee 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. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents 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 employee notice of the nature of the evidence at least three days before the hearing.

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 employee 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 Board meeting required by law, the Board 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 the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Employee Conduct and Welfare

Standards of Conduct

Policy DH

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action up to and including termination.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, up to and including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident. See *Reports to the Texas Education Agency*, page 78 for additional information.

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Purpose and Scope

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1(b))

Enforceable Standards

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1 The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly or the educator attempted to conceal the communication;
- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Discrimination, Harassment, and Retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action up to and including termination.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is reprinted below:

Link to San Benito CISD Policy Online-DIA
(Local) <https://pol.tasb.org/Policy/Search/260?Filter=dia>

Harassment of Students

Policies DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred child abuse must also report his or her

knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse*, page 60 and *Bullying*, page 82 for additional information.

~~The district's policy that includes definitions and p~~ Procedures for reporting and investigating harassment of students ~~is reprinted~~ are listed below:

Link to San Benito CISD Policy Online-DHB (Legal)
<https://pol.tasb.org/Policy/Search/260>

Link to San Benito CISD Policy Online-FFH (Local)
<https://pol.tasb.org/Policy/Search/260>

Reporting Suspected Child Abuse

Policies DG, FFG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect, as defined by Texas Family Code §261.001, are required by state law to make a report to a law enforcement agency, ~~the Department of Family Protective Services (DFPS)~~ ~~Child Protective Services (CPS)~~, or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within ~~48~~ 24 hours ~~of the event that led to the suspicion~~ after the employee first has reasonable cause to believe that the child has been abused or neglected. Law enforcement agency includes the Texas Department of Public Safety, a municipal police department, a county sheriff's office, or a county constable's office and does not include the district police.

~~Alleged abuse or neglect involving~~ A person responsible for the care, custody, or welfare of the child (including a teacher) is required to report alleged abuse or neglect to DFPS even if a report is made to law enforcement. ~~must be reported to CPS.~~

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to ~~DFPS Child Protective Services~~ can be made using the Texas Abuse Hotline ~~Online at~~ <https://www.txabusehotline.org/Login/Default.aspx> or to the ~~Texas Abuse Hotline~~ (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, ~~any~~ a person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to make the required report may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at www.sbcisd.net. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused or maltreated. ~~Sexual a~~ Abuse in the Texas Family Code is defined ~~as to include~~ any sexual conduct harmful to a child's mental, emotional, or physical welfare, ~~including conduct that constitutes the offense of continuous sexual abuse of a young child or disabled individual, indecency with a child, improper relationship between an educator and a student, sexual assault, or encouraging a child to engage in sexual conduct,~~ as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*.

Reports to Texas Education Agency

Policies DF, DHB, DHC

~~Certified Employees.~~ The ~~conduct of an employee resignation or termination of a certified employee~~ must be reported to ~~the Division of Investigations at~~ TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- ~~Engaged in inappropriate communication with a student or minor~~

- Failed to maintain appropriate boundaries with a student or minor

For a certified employee the conduct below must also be reported:

- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The reporting requirements above are in addition to the superintendent’s ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history or engaged in conduct violating the assessment security procedures established under TEC §39.0301. “Reported criminal history” means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

~~**Noncertified Employees.** The voluntary or involuntary separation of a noncertified employee from the district must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.~~

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district’s scope and sequence.

The district may take appropriate action if a teacher does not follow the district’s scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ

The district’s technology resources, including its networks, computer systems, email accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district’s technology resources.
- Has no adverse effect on job performance or on a student’s academic performance.
- [Artificial intelligence \(AI\) should only be used as a support tool to improve student outcomes, not to replace the decisions made by teachers or students](#)

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the district’s acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action. Employees with questions about computer use and data management can contact District Technology Department at (956) 361-6924.

Personal Use of Electronic Communications

Policy CQ, CY, DH

Electronic communications include all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, [X Twitter](#), LinkedIn, Instagram). Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district’s students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee’s use of electronic communications interferes with the employee’s ability to effectively perform his or her job duties, the employee is subject to

disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic communications for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use ~~the~~ district and campus trademarks, including names, logos, mascots, and symbols ~~district's logo~~ or other copyrighted material ~~of the district~~ on social medial or in texts without express written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student records. [See Policy FL]
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DH(EXHIBIT)]
 - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
 - Copyright law [See Policy CY]
 - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH(EXHIBIT)]

See *Electronic Communications between Employees, Students, and Parents*, below, for regulations on employee communication with students through electronic media.

Electronic Communications between Employees, Students, and Parents

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to the provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes email, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.

- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.
- Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:
 - The employee shall include at least one of the student’s parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;
 - The employee shall include his or her immediate supervisor as a recipient on each text message to the student so that the student and supervisor receive the same message; or
 - For each text message addressed to one or more students, the employee shall send a copy of the text message to the employee’s district email address.
- The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for the purpose of communicating with students. The employee must enable administration and parents to access the employee’s professional page.
- The employee shall not communicate directly with any student. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
- The employee does not have a right to privacy with respect to communications with students and parents.

- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy CY]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.
- An employee shall notify his or supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Public Information on Private Devices

Policy DH, GB

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Criminal History Background Checks

Policy DBAA

All ~~E~~employees ~~may be~~ are subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted ~~on certain employees~~ and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Dress and Grooming Code for Staff

Policy DH Local

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

SBCISD Employee Dress Code 2024-2025

The dress and grooming of District employees shall be business attire that communicates professionalism. Work attire should be clean, pressed and wrinkle-free, not excessively worn or faded, and without holes or frayed areas. Gym and beach attire is not appropriate.

Acceptable: Loafers, boots, flats, athletic shoes, sneakers, dress sandals and leather deck shoes; Dress pants, dressy capris and slacks; Dresses and skirts; skirt length should be appropriate for an educational environment.

Unacceptable: Slippers and flip flops, foam shoes; Sweatpants, shorts, bib overalls, spandex, Lycra, and jeans; T-shirts, tank tops, and shirts with inappropriate messages/graphics; and attire revealing a bare midriff.

Exceptions: Physical Education/coaches may choose to wear appropriate attire such as athletic shoes and athletic attire; Auxiliary employees in maintenance, custodial, transportation, food service, and positions requiring uniforms are exempted from the general guidelines but shall comply with dress and grooming guidelines specified by their supervisors in the department handbook.

To promote San Benito CISD community spirit, jeans may be worn on Thursdays for college spirit and Fridays with district wear with the following conditions:

- All spirit shirts must have either the district/campus logo or district/school mascot or a design that promotes and school sponsored event;
- Jeans must not be old, faded, worn out, torn or frayed jeans.
- Assigned Campus or District Administrators may approve attire that promote college spirit, seasonal holidays, or special awareness events, etc.
- The district reserves the right to require masks/face coverings, as needed.

Employee Arrests and Convictions

Policy DH, DHB, DHC

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude
- Class A and B misdemeanors;
- Misdemeanor driving while intoxicated (DWI) or under the influence (DUI); or

Moral turpitude includes the following:

- Dishonesty
- Fraud
- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an ~~educator~~ **employee** is arrested or criminally charged, the superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

Certified Employees. The superintendent and directors are required to report the misconduct or criminal history of a ~~certified employee or individual applying for certification or permit an employee~~ to TEA ~~Division of Educator Investigations~~. Information about misconduct or allegations of misconduct of an ~~certified employee-employee~~ obtained by a means other than the criminal history clearinghouse ~~that results in termination, resignation, or criminal history (e.g., arrest, indictment, prosecution, conviction, or other disposition by the criminal justice system, including probation and deferred adjudication)~~ will be reported to TEA. Refer to Policies DHB(LEGAL) and DHS (LEGAL) for timelines and conduct that will result in reporting.

Misconduct or allegations of misconduct include:

- ~~Abused or otherwise committed an unlawful act with a student or minor~~
- ~~Possessed, transferred, sold, or distributed a controlled substance~~
- ~~Illegally transferred, appropriated, or expended school property or funds~~
- ~~Attempted by fraudulent means to obtain or alter any certificate or permit to gain employment or additional compensation~~
- ~~Committed a criminal offense on school property or at a school-sponsored event, or~~
- ~~Solicited or engaged in sexual conduct or a romantic relationship with a student or minor~~

Uncertified Employees. ~~Misconduct or criminal history of an uncertified employee also must be reported to TEA. Information about misconduct or the allegations of misconduct obtained by a means other than the criminal history clearinghouse that results in termination, resignation, or criminal history (e.g., arrest, indictment, prosecution, conviction, or other disposition by the criminal justice system, including probation and deferred adjudication) will be reported to TEA.~~

Misconduct or allegations of misconduct include:

- ~~Abuse or unlawful act with a student or minor, or~~
- ~~Involvement in a romantic relationship with or solicited or engaged in sexual contact with a student or minor~~

Alcohol and Drug-Abuse Prevention

Policy DH

San Benito CISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use follows:

Tobacco Products and E-Cigarette Use

Policies DH, FNCD, GKA

State law prohibits smoking, using tobacco **products**, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Fraud and Financial Impropriety

Policy CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other district assets including employee time
- Impropriety in the handling of money or reporting of district financial transactions
- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
- Failing to provide financial records required by federal, state, or local entities
- Failure to disclose conflicts of interest as required by law or district policy
- Any other dishonest act regarding the finances of the district

- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards

Conflict of Interest

Policy CB, DBD

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

Gifts and Favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

Copyrighted Materials

Policy CY

Employees are expected to comply with the provisions of federal copyright law [and policy](#) relating to the **unauthorized** use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Safety and Security

Policy CK series

The district has developed and promotes a comprehensive program to ensure the safety and security of its employees, students, and visitors. The safety and security program includes written guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See Emergencies on page 74 for additional information.

Employees must follow established protocols and response to emergencies for each campus and department. Refer to written security procedures specific to your location and work area.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.

- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact Lucy Garcia, Insurance Specialist at (956) 361-6185.

Possession of Firearms and Weapons

Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call SBCISD Police Department at (956) 361-6475 immediately.

Visitors in the Workplace

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

Asbestos Management Plan

Policy CKA

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the Maintenance Department office and is available for inspection during normal business hours.

Pest Control Treatment

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located on all entrances of the facility being treated. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or electric means. Pest control information sheets are available from campus principals or facility managers upon request

General Procedures

Emergency School Closing

Policy EB

The district may close schools because of severe weather, epidemics, or other emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's website and notify the following radio and television stations:

San Benito CISD Website – www.sbcisd.net, TV-KSBG, social media-Facebook, Twitter
Rio Grande Valley TV Stations - KGBT, KRGV, KVEO, KTLM, KNVO, KFCV, XHRIO
Rio Grande Valley Radio Stations – KBFM, KHKSZ, KVLV, KFRQ, KURV, KTEX, XHAVO

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the Finance and Operation department on an official district purchase order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact Eddie Cavazos, Director of Purchasing at (956) 361-6390 for additional information on purchasing procedures.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the District Human Resources Department office if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained from District Human Resources Department.

Personnel Records

Policy DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal email address is confidential and may not be released without the employee's permission.

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to the District Human Resources Department. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information may be released to the public until a request to withhold the information is submitted or another exception for release of information under law applies. An employee is responsible for notifying the district if he or she is subject to any exception for disclosure of personal or confidential information.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. The District's Department of Finance and Operations is responsible for scheduling the use of facilities after school hours. Contact Patty Portales, Secretary, at (956) 361-6168 to request to use school facilities and to obtain information on the fees charged.

Termination of Employment

Resignations

Policy DFE, DHB

Contract Employees. Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the superintendent or other persons designated by the board of trustees. Supervisors who have not been designated by the board to accept resignations shall instruct the employee to submit the resignation to the superintendent or other person designated by board action.

Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days following: ~~an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency on page 78.~~

- Certain misconduct, abuse, unlawful act
- Involvement or solicitation of a romantic relationship with a student or minor
- Solicitation or engaging in sexual conduct with a student or minor
- Inappropriate communications with a student or minor
- Failure to maintain appropriate boundaries with a student or minor
- Possession, transfer, sale, or distribution of a controlled substance
- Illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The superintendent is required to report such conduct to SBEC. ~~will notify SBEC when an employee resigns and there is evidence to indicate that the employee has engaged in such misconduct.~~

Noncontract Employees. Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the District Department of Human Services at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal or director is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days for any of the following ~~an~~

- Alleged incident of misconduct of abuse or otherwise committed an unlawful act with of a student or minor
- Was involved in or solicited a romantic relationship with or solicited or engaged in sexual conduct with a student or minor.

The superintendent is required to report such conduct to SBEC. ~~will notify TEA within seven business days of receiving a report from a principal, or of knowing about an employee's resignation or termination following an alleged incident of misconduct described above.~~

Dismissal or Nonrenewal of Contract Employees

Policies DF Series, DHB, DP

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

~~The principal is required to notify the superintendent of an educator's termination within seven business days following an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency on page 78. The superintendent will notify SBEC when an employee is terminated and there is evidence to indicate that the employee has engaged in such misconduct.~~

The reporting requirements for termination of a contract employee are the same as those listed above in Resignations/Contract Employees.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available Online.

Dismissal of Noncontract Employees

Policies DCD, DHC, DP

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, sex, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and Grievances*, page 50.)

The reporting requirements for termination of a noncertified employee are the same as those listed above in Resignations/Noncontract Employees. ~~The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.~~

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of a felony under Title 5 Penal Code or convicted of or placed on deferred adjudication community supervision for the following:

- An offense requiring the registration as a sex offender
- Improper relationship between an educator and a student
- Sale, distribution, or display of harmful materials to a minor
- Public indecency
- A felony offense involving school property
- ~~or convicted of a felony under Title 5 Penal Code if the victim was a minor.~~

If the Title 5 Penal Code offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

Reports Concerning Court-Ordered Withholding

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

Student Issues

Equal Educational Opportunities

Policies FB, FFH

In an effort to promote nondiscrimination and as required by law, San Benito CISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination of students based on any of the reasons listed above should be directed to Ray Saldaña, Director of Student Service (956) 361-6205.

Student Records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.
- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the their respective campus principal for assistance.

Parent and Student Complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering Medication to Students

Policy FFAC

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis (e.g., EpiPen[®]), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary Supplements

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic Drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student Conduct and Discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must bring a note signed by the parent or legal guardian that describes the reason for the absence to be marked as excused. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to the campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

FFI (LOCAL) STUDENT WELFARE FREEDOM FROM BULLYING

Hazing

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

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Request Approval of the T-PESS Appraiser List for the 2025-2026 School Year

Superintendent's Recommendation:

That the Board of Trustees approve the T-PESS Appraiser List for the 2025-2026 School Year.

Rationale:

N/A

Paperwork Impact:

No additional paperwork will be generated.

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Erika Echatea, Executive Director of Administrative Services

Board Policy Reference and Compliance:

This is in compliance with Board Policy



2025-2026 T-PESS Appraisers

Full Name	Assignment Type Descriptions	Building Descriptions
JACQUEZ, DIANE V	Principal	Angela G. Leal Elementary
GARCIA, DANIEL	Principal	Berta Cabaza Middle School
RODRIGUEZ, ESEQUIEL, JR	Principal	DR CM Cash Elementary
MONREAL AGUILAR, VICTOR MANUEL	Principal	Dr. Raul Garza STEAM Academy
CAMACHO, ASHLEY MARIE	Principal	Ed Downs Elementary
MONSEVALLES, MARIA G	Principal	Frank Roberts Elementary
OCUMAREZ, GABRIELLE G	Principal	Fred Booth Elementary
TURNER, KANDRA MARISSA	Principal	GO Academy
GARCIA, SYLVIA CONTRERAS	Principal	La Encantada Elementary
GOMEZ, LUCAS A	Principal	La Paloma Elementary
LAINEZ GOMEZ, CARLOS MANUEL	Principal	Miller Jordan Middle School
DIAZ, ROLANDO	Principal	Oscar De La Fuente Elementary
HAUSLER, SCOTT J	Principal	Positive Redirection Center
AGUILERA, MARY JULIE	Principal	Rangerville Elementary
RAMIREZ, RODOLFO	Principal	Riverside Middle School
LOPEZ, MANUELA	Principal	San Benito High School
CLAYBORN, CYNTHIA	Principal	Sullivan Elementary
MARTINEZ, GRACIELA G	Principal	Veterans Memorial Academy
CORNETT, DILIA	Asst Supt Academic	Central Office - Academics
ABREGO, CATHY	Director Assessment, Research	Central Office - Academics
ROMEROS, SANDRA	Director, Counseling	Central Office - Academics
ATKINSON, DIANA	Director Elem Instruction	Central Office - Elem Inst Implementation
FERNANDEZ, JOANN	Director Secondary Instruction	Central Office - Sec Inst Implementation
PEREZ, ALFREDO FREDRICO, JR	Superintendent	Superintendent



Request Approval of the 2025-2026 Texas Principal Evaluation and Support System (T-PESS) Calendar

Superintendent's Recommendation:

Presented by Ms. Erika Echartea: 2025-2026 Texas Principal Evaluation and Support System (T-PESS) Calendar.

Rationale:

Time line that gives principals the guidance they need to chart their own course of professional growth and development.

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools

Erika Echartea, Executive Director of Administrative Services

Board Policy Reference and Compliance:



Human Resources Department

2025-2026

Texas PRINCIPAL Evaluation and Support System (T-PESS) Appraisal Calendar

- ✓ *Process and documentation will be housed in Eduphoria*
- ✓ *For a complete reference guide, please refer to www.tpeess.org*
- ✓ *Applies to employees evaluated with T-PESS*

Activity	Due By
Orientation	<p>Prior to or in conjunction with the pre-evaluation conference when:</p> <ol style="list-style-type: none"> 1. The principal is new to the district; 2. The principal has never been appraised under the T-PESS; or 3. District policy regarding principal appraisal has changed since the last time the principal was provided with an orientation to the T-PESS. <p>The principal orientation shall include all state and local appraisal policies and the local appraisal calendar.</p>
Self-Assessment Goal Setting	One Week Prior to Goal Setting Conference
(Self-Assessment Form & BOY Goal Setting Form)	One Week Prior to Goal Setting Conference
BOY Goal Setting / Refinement Conference	September 19, 2025
School Site Visits / Informal Assessment	Ongoing
Mid-Year Conference	Prior to End of School Year, TBD by Appraiser
(Mid-Year Progress Toward Goal Attainment Form)	One Week Prior to Mid-Year Conference
Contractual Difference Due to HR	January 16, 2026
Artifacts and Evidence Identification and Collection	June 4, 2026
EOY Conference	June 4, 2026
(Summary Rating Form & EOY Attainment Form)	One Week Prior to Conference
Final Evaluation and Goal Setting	June 4, 2026 (Once all data has been received and analyzed)

San Benito Schools - A Consolidated Independent School District

It is the policy of the San Benito CISD not to discriminate on the basis of race, color, national origin, gender or disability in its educational and Career and technology programs, services or activities as required by Title VI of the Civil Rights Act of 1964.

Board Approved 07.31.2025 (Pending)