Notice of Agenda Review Meeting
The Board of Trustees
Fort Bend Independent School District

Monday, June 8, 2026

This is Notice that the Fort Bend Independent School District Board of Trustees will hold a Special Called Agenda Review Workshop on Monday, June 8, 2026, beginning at 6:00 PM in the Board Room of the Fort Bend ISD Administration Building, 16431 Lexington Blvd., Sugar Land, TX 77479. It is the Board of Trustees' intent that a quorum of the Board of Trustees will be physically present at this location although one or more trustees may participate by videoconference. The agenda packet for the meeting is available at https://meetings.boardbook.org/Public/Organization/649.

Members of the public may view the live stream of the meeting at the following address: https://www.fortbendisd.com/BoardMeetingLivestream. Members of the public who wish to address the Board must register to speak no later than 4:30 p.m. on the day of the meeting at the following address: https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Regular%20Business%20Address%20Form%201-12-21.pdf.

1. Call to order

2. Pledge of Allegiance

3. Public Comment

4. Information

A. Bond 2023 Overview 6

B. 2026-27 Budget Update and Public Hearing Date and Time for the 2026-27 Budget and Proposed Tax Rate 8

5. Convene in closed session under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student

A. Deliberate recommendation to non-renew the term employment contracts of identified certified employees at the end of the 2025-2026 school year.

6. Reconvene in Open Session

7. Consider Action on Closed Session Items

A. Consider action on recommendation to non-renew the term employment contracts of identified certified employees at the end of the 2025-2026 school year.

8. Review

A. **Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates: **10**

- May 4, 2026 Called Meeting and Agenda Review
- May 6, 2026 Special Called Meeting Board Self Evaluation
- May 11, 2026 Special Called Meeting Budget Workshop
- May 11, 2026 Regular Business Meeting
- May 18, 2026 Special Called Meeting

B. **City of Sugar Land Interlocal Agreement:** Consideration and approval of an Interlocal Agreement with the City of Sugar Land for the 2027 Community Expo at James Reese CTE Center. **30**

C. **Designation of Public Information Act Non-Business Days:** Consideration and approval of the designation of non-business days under the Texas Public Information Act for calendar year 2026 and Spring 2027. **42**

D. **Compensation Plan:** Consideration and approval of the 2026-27 Resolution for one-time Thank-You supplement for eligible members and adjustments for eligible transportation bus drivers and monitors. **45**

E. **2026-27 Budget Adoption:** Consideration and approval of the 202-27 General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599) budgets as presented in the Fiscal Year 2026-27 budget document. **51**

F. **2025-26 Budget Amendments:** Consideration and approval of a General Fund, Child Nutrition Fund and Debt Service Fund budget amendments for 2025-2026. **57**

G. **Fund Balance Resolution:** Consideration and approval of the committed fund balance resolution. **62**

H. **Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly:** Consideration and approval of a Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly. **65**

I. **Revision of the following Local Policies BE, BED, CE, CI, CQD, DBD, DK, EHB, EHBAA, and FDE:** Consideration and approval of proposed revisions and additions of the following local policies: BE, BED, CE, CI, CQD, DBD, DK, EHBAA, and FDE. **66**

J. **School Boundary Advisory Committee Membership:** Consideration and approval to ratify approval of new members serving on the School Boundary Advisory Committee (SBAC). **101**

K. **2026-27 Designated Hazardous Traffic Conditions List:** Consideration and approval of the 2026-27 Fort Bend ISD Designated Hazardous Traffic Conditions List and approval to adopt the Designated Hazardous Traffic Conditions Resolution. **103**

L. **Budget Amendment Regarding Use of 2023 Bond Program Contingency Funds:** Consideration and approval for the use of 2023 Bond Program Contingency as proposed by Administration.

M. **2025-26 Low Attendance Waiver:** Consideration and approval of low attendance waiver and granting the superintendent authority to approve and submit all necessary waiver requests for the 2025-26 school year. **112**

N. **CHS Orchestra International Travel:** Consideration and approval of international travel by Williams P. Clements High School Orchestra student musicians to travel to Japan. **114**

O. **2026-2027 Student Code of Conduct:** Consideration and approval of the Student Code of Conduct for the 2026-2027 school year. **116**

P. **Interlocal Agreement Expose Excellence Youth Program:** Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2026-2027 school year regarding the Expose Excellence Youth Program. **216**

Q. **Memorandum of Understanding (MOU) JJAEP:** Consideration and approval of the Memorandum of Understanding (MOU) for the Juvenile Justice Alternative Education Program (JJAEP) services among Fort Bend County Juvenile Probation Board, Fort Bend ISD (FBISD), Stafford MSD (SMSD), and Alief ISD (AISD). **226**

R. Review of proposed expenses that exceed $50,000: Specifically for:

1. **Moving Services and Supplies (Increase):** Consideration and approval to increase the existing contract awarded under 25-048ZB Moving Services and Supplies by $2,000,000, for a total not-to-exceed amount of $3,570,420 to continue providing moving services including related supplies through June 2030. **240**

2. **Remediation, Restoration, and Diaster Recovery Services:** Consideration and approval for the purchase of remediation, restoration, and disaster recovery services from multiple vendors under a cooperative contract with Choice Partners Purchasing Cooperative in an amount not-to-exceed $1,750,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2031. **243**

3. **Information Technology Service Management (ITSM) Tool (Increase):** Consideration and approval to increase the existing contract awarded under 23-049DE Information Technology Service Management (ITSM) Tool by $510,000, for a total not-to-exceed amount of $1,094,155, to continue providing the Information Technology Service Management (ITSM) tool through December 2028. **246**

4. **Construction Services Agreement for Aquatic Practice Facility (BP007):** Consideration and approval of a Construction Services Agreement with Satterfield & Pontikes Construction, Inc. for Aquatic Practice Facility (BP007), **249**

for a not-to-exceed amount of $25,756,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

5. **Job Order Contracting (JOC) Services Authorization:** Consideration and approval of the use of Job Order Contracting (JOC) as an authorized project delivery method for eligible non-Bond projects that are less than $500,000, for an aggregate amount not to exceed $10 million, and authorize the Superintendent to negotiate any job orders up to this cumulative amount through June 30, 2027. **255**

6. **Fine Arts Consultants and Clinicians (Supplemental):** Consideration and approval for the purchase of Fine Arts consultant and clinician services from multiple vendors and authorization for the Superintendent to negotiate and execute the agreements through January 2028. **257**

7. **Campus Fitness Programs:** Consideration and approval for the purchase of campus fitness programs from Kick Drugs Out of America dba Kickstart Kids in an amount not to exceed $5,760,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through June 2031. **264**

8. **TEA Phone Free Schools Grant Program:** Consideration and approval for the purchase of lockable units to secure and lock students cell phones during the school day. **269**

9. Action

A. **Consideration and Endorsement: Region IV, Position G TASB Director:** Consideration and endorsement of a candidate to represent Region IV, Position G as a Director on the Texas Association of School Boards (TASB) Board of Directors. **274**

10. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC (LEGAL)]

The following Fort Bend ISD Goals may be referenced in agenda items included in this document:

Priority 1: Increase successful student outcomes through enhanced learning opportunities.
Goal 1: By 2028, 80% of all students, at every campus, in grades 3, 5, 8, and 10 will grow at least one year in reading as indicated by NWEA Map Growth Measures.
Goal 2: For the class of 2026, the percentage of graduates that meet the criteria for CCMR will increase from 65% to 90%.
Priority 2: Create and sustain a culture and climate of professionalism, accountability, and communication (PAC) where stakeholders (students, parents, and staff) are valued, inspired, and engaged.
Goal 1: By 2027, FBISD will increase overall staff satisfaction with the district from 73% to 85% through an organizational focus on the principles of the PAC as measured by the District Culture and Climate Survey.
Goal 2: By 2027, FBISD will increase overall secondary student engagement in schools from 78% to 85% evidenced by students indicating they feel good about being in school on the District Student Engagement Survey.
Goal 3: By 2027, FBISD will increase parent satisfaction with FBISD schools from 80% to 85% evidenced by parents indicating the quality of their child's school as excellent or good through an organizational focus on the principles of the PAC as measured by the District Culture and Climate Survey.
Priority 3: **Exhibit financial responsibility through transparent budgeting processes and effective management of resources aligned to the district strategic plan.**

Goal 1: By June 2025, FBISD will review 100% of the key revenue drivers with the Board and align all funding with the district strategic plan. (Completed)
Goal 2: By 2027, ensure efficient staffing in all areas of the organization including campuses and departments.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Information: Bond 2023 Overview	
Board Policy: Board Policy CT (Local) Board Policy FC (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations Are there related documents to be signed by the Board? NO ☒ Administration has reviewed the final submission for this agenda item. ☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Summary/Background

The trustees will receive project highlights and financial updates from our BOND 2023 program.

The investments made through the Bond 2023 program are intentionally aligned with Fort Bend ISD's Strategic Priorities 1, 2, and 3, ensuring that capital resources directly support student success, organizational effectiveness, and long-term operational sustainability. Bond-funded projects, including, but not limited to, campus renovations, fine arts and athletic facility upgrades, technology modernization, transportation enhancements, safety and security improvements, strengthen instructional environments, and expand access to high-quality learning experiences, directly advancing our district priorities. They improve student outcomes by expanding learning opportunities (Priority 1). At the same time, investments in campus climate, safety infrastructure, and systemwide technology promote consistency, transparency, and stakeholder confidence (Priority 2), creating and sustaining a culture of professionalism, accountability, and communication. Finally, major infrastructure initiatives like HVAC modernization, facility renewals, and districtwide capital planning ensure reliable, efficient, and compliant operations (Priority 3) by safeguarding the District's assets and positioning Fort Bend ISD for long-term fiscal stewardship.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent Operations

Kelly Schlacks
Executive Director Finance

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Information: 2026-27 Budget Update and Public Hearing Date and Time for the 2026-27 Budget and Proposed Tax Rate	
Board Policy: CE (Legal), CFA	**District Priority:** Priority 3
Department: Chief Financial Officer	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☐ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Summary/Background

Staff will provide a 2026-27 budget update on the General Fund, Child Nutrition Fund, and Debt Fund. Staff will also provide information about the Public Hearing Date and Time for the 2026-27 budget and proposed tax rate.

In accordance with Texas Education Code Sec 44.004 and Board Policy CE (Legal), the District is required to call a public meeting to discuss the proposed school district budget and proposed tax rates for the 2026-27 school year. This public meeting provides taxpayers with an opportunity to receive information, comment, express their views, and offer input on the proposed 2026-27 school district budget and maintenance and operation and debt service tax rates. The date of the public meeting is set for June 15, 2026, beginning at 5:30 p.m. in the Board Room of the Fort Bend ISD Administration Building.

The District will publish the notice of the public meeting and the required Notice of Budget and Tax Rate in several newspapers in the manner prescribed by law. After the public meeting is held, the board may adopt a tax rate equal to or less than the proposed tax rate published in the legal notice no later than June 30th.

Because the District's fiscal year begins on July 1, the District uses the April certified estimated values to prepare the Notice of Budget and Tax Rate to discuss the budget and proposed tax rate. Formal adoption of the tax rates will occur at the September 2026 board meeting, once the District receives certified actual property values from Fort Bend Central Appraisal District.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kelly Schlacks
Executive Director-Finance

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Board of Trustees Meeting Minutes	
Board Policy: BE (Local)	**District Priority:** Priority 2
Department: Legal Are there related documents to be signed by the Board? YES ☒ Administration has reviewed the final submission for this agenda item. ☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:

- May 4, 2026 Called Meeting and Agenda Review
- May 6, 2026 Special Called Meeting Board Self Evaluation
- May 11, 2026 Special Called Budget Workshop
- May 11, 2026 Regular Business Meeting
- May 18, 2026 Special Called Meeting

Summary/Background

Board Policy BE (Local) states, "Board action shall be carefully recorded by the Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board." Following this policy, the Administration submits the meeting minutes for the Board's approval.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Derrick Ward
General Counsel

Minutes
Fort Bend ISD Board of Trustees
Called Meeting and Agenda Review
May 4, 2026

A Board of Trustees Called Meeting and Agenda Review was held on Monday, May 4, 2026, beginning at 6:01 p.m. in the Board Room of the Fort Bend ISD Administration, 16431 Lexington Blvd, Sugar Land, Texas, 77479.

The Live Stream of the meeting was available at:
https://www.fortbendisd.com/boardmeetinglivestream.

The meeting was recorded as required by law, and the recording is available to the public at:
https://fortbendisd.new.swagit.com/videos/384744

The agenda packet for the meeting can be found here:
https://meetings.boardbook.org/Public/Agenda/649?meeting=740238

Presiding Officer……..……Mrs. Kristin K. Tassin, President

Board Members Present
Mrs. Angie Hanan, Vice President
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Mrs. Afshi Charania
Mrs. Addie Heyliger
Mrs. Angie Wierzbicki

School Officials Present

Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Kathleen Brown, Deputy Superintendent of Operations
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Chassidy Olainu-Alade, Chief Communications Officer
Stephanie Williams, Chief of Organizational Development
Bryan Guinn, Chief Financial Officer
Long Pham, Chief Information Officer
Thomas Lawing, Chief Operations Officer
Anthony Sanders, Chief of Police
Dr. Andria Schur, Chief of Schools
Melissa Hubbard, Assistant Superintendent Teaching & Learning
Derrick Ward, General Counsel

Kim Schaub, Recording Secretary

Others Present
Jonathan Brush, Board Counsel
FBISD Staff and Employees

1. Meeting Called to Order

President Tassin called the meeting to order at 6:01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

- There were no public speakers.

5. Information

A. 2026-27 Budget Update

B. Bond 2023 Overview

6. Closed Session

The Board convened in closed session at 7:46 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

7. Reconvene in Open Session

The Trustees reconvened in open session at 8:25 p.m.

8. Consider Action on Closed Session Items

- No action taken.

9. Review

A. Board of Trustees Meeting Minutes: Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:
   - April 13, 2026 Called Meeting and Agenda Review
   - April 20, 2026 Regular Board Meeting

B. 3rd Quarter 2025-26 Financials: Consideration and approval of the third quarter 2025-2026 Financial Report.

C. Resolution Supporting TASB Board Nomination: Consideration and approval of a resolution supporting Ms. Bridget Chustz, Director of Risk Management, to serve as a member of the TASB Risk Management Funds Board of Trustees.

D. 2026 – 27 Annual Professional Learning Plan: Consideration and approval of the 2026 – 27 Annual Professional Learning Plan.

E. School Boundary Advisory Committee Membership: Consideration and approval of new members for the School Boundary Advisory Committee (SBAC).

F. Resolution for State and Local Cybersecurity Grant Program Application Objective 2: Consideration and approval of a Board resolution for State and Local Cybersecurity Grant Program application for Cybersecurity - Assessment and Evaluation program Year 2.

G. Resolution for State and Local Cybersecurity Grant Program Application Objective 3: Consideration and approval of a Board resolution for State and Local Cybersecurity Grant Program application for Cybersecurity Objective 3 Mitigation for UPS Refresh.

H. Budget Amendment Regarding Use of 2023 Bond Security Funds: Consideration and approval of 2023 Bond Safety and Security Budget Amendment.

I. Library Book Purchase Programs Update: Consideration and approval of the purchase of new library materials that were posted for public review beginning April 2026.

J. SHAC – School Health Advisory Council Membership: Consideration and approval of the recommended 2026-27 School Health Advisory Committee (SHAC) membership roster.

K. Criminal Justice Grant Program application to implement an Officer Wellness & Readiness Program: Consideration and approval of a Board resolution for the Criminal Justice Grant Program application to implement an Officer Wellness & Readiness Program.

L. Review of proposed expenses that exceed $50,000: Specifically, for:
   1. Child Nutrition Software: Consideration and approval for the purchase of school nutrition software from CyberSoft Technologies, Inc. under a cooperative contract with Choice Partners in an amount not-to-exceed $850,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through May 2031.

   2. District Spirit Store: Consideration and approval for the operation and management of the district online spirit store from STS Brand in an amount not to exceed $2,700,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through May 2031.

   3. Course Registration and Evaluation Management System: Consideration and approval for the purchase of evaluation management system from Kickup Inc. in an amount not to exceed $415,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through June 2031.

   4. Microsoft Enrollment for Education Solutions (EES): Consideration and approval for the purchase of Microsoft Enrollment for Education Solutions (EES) from SHI International in an amount not to exceed $10,950,000 over a seven (7) year period and authorization for the Superintendent to negotiate and execute the agreement

through August 2033.

5. Job Order Contract (JOC) for Portable Classroom Building Relocations Associated with Madden ES Slab Repairs and Upgrades (BP023): Consideration and approval to execute a job order with JR Thomas Group, Inc. to perform the necessary relo06cation, set up and repair for portable classroom buildings needed to support the relocations associated with Madden ES Slab Repairs and Upgrades (BP023); approval of a Design Services Agreement with MWA Architects; approval of a not-to-exceed contract of $600,000; and authorization for the Superintendent to negotiate, execute or terminate the respective contracts.

6. Guaranteed Maximum Price (GMP) No. 2 for the Madden ES Slab Repairs & Upgrades (BP023): Consideration and approval of a Guaranteed Maximum Price (GMP) No. 2 with Millennium Project Solutions, Inc. for the Madden ES Slab Repairs & Upgrades (BP023) for a not-to-exceed amount of $13,209,076 and authorization for the Superintendent to execute the GMP Amendment.

7. Construction Services Agreement for Sitework Package 1 (BP036): Consideration and approval of a Construction Services Agreement with E Contractors USA, LLC for Sitework Package 1 (BP036), for a not-to-exceed amount of $6,377,155 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

8. Construction Services Agreement for Sitework Package 2 (BP037): Consideration and approval of a Construction Services Agreement with Prime Contractors, Inc. for Sitework Package 2 (BP037), for a not-to-exceed amount of $3,026,700 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

9. Construction Services Agreement for Sitework Package 3 (BP038): Consideration and approval of a Construction Services Agreement with M. Scott Construction, Inc. for Sitework Package 3 (BP038), for a not-to-exceed amount of $3,847,650 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

10. Cheerleader and Dance Team Uniforms, Supplies, and Related Items: Consideration and approval for the purchase of cheerleader and dance team uniforms, supplies, and related items from multiple vendors in an amount not to exceed $650,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through May 2031.

11. Online Payment Services for Sports Officials: Consideration and approval for the purchase of Online Payment Services for Sports Officials from Arbiter through the Central Texas Purchasing Alliance contract in an amount not-to-exceed $217,609, a five-year period and authorization for the Superintendent to negotiate and execute the agreement through May 2031.

12. Virtual School Provider: Consideration and approval for a partnership with Edmentum to provide instructional and programmatic support for the district's virtual high school under a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed $4,200,000 over a five-year period and

authorization for the Superintendent to negotiate and execute the agreement through June 2031.

10. Adjournment

Having no further business before the Board, **MOTION** was made by Dr. Gilliam to adjourn the meeting at 9:07 p.m.

Kristin K. Tassin, President Dr. Shirley Rose-Gilliam, Secretary

Minutes

Fort Bend ISD Board of Trustees

Special Called Meeting Board Self Evaluation

May 6, 2026

A Board of Trustees Special Called Meeting Board Self Evaluation was held on Wednesday, May 6, 2026, beginning at 6:01 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at https://www.fortbendisd.com/boardmeetinglivestream.

The meeting was recorded as required by law, and the recording is available to the public at: https://fortbendisd.new.swagit.com/videos/386113

The agenda packet for the meeting can be found here: https://meetings.boardbook.org/Public/Agenda/649?meeting=741985

Presiding Officer……..……Mrs. Kristin Tassin, President

Board Members Present
Mrs. Angie Hanan, Vice President
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Mrs. Afshi Charania
Mrs. Addie Heyliger
Mrs. Angie Wierzbicki

School Officials Present

Kim Schaub, Recording Secretary

Others Present
Jonathan Brush, Board Counsel

1. Meeting Called to Order

President Tassin called the meeting to order at 6 01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Public Comment

There were no public speakers.

3. Convene in Closed Session

The Board convened in closed session at 6:02 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section551.074

- Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

A. Board Self Evaluation

4. Reconvene in Open Session

The Board reconvened in open session at 7:50 p.m.

5. Adjournment

Having no further business before the Board, **MOTION** was made by Dr. Gilliam to adjourn the meeting at 7:50 p.m.

Kristin K. Tassin, President Dr. Shirley Rose-Gilliam, Secretary

Minutes

Fort Bend ISD Board of Trustees

Special Called Budget Workshop

May 11, 2026

A Board of Trustees Special Called Meeting Budget Workshop was held on Monday, May 11, 2026, beginning at 5:00 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at https://www.fortbendisd.com/boardmeetinglivestream.

The meeting was recorded as required by law, and the recording is available to the public at: https://fortbendisd.new.swagit.com/videos/387300

The agenda packet for the meeting can be found here: https://meetings.boardbook.org/Public/Agenda/649?meeting=742872

Presiding Officer……..……Mrs. Kristin Tassin, President

Board Members Present
Mrs. Angie Hanan, Vice President (Virtual)
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Mrs. Afshi Charania
Mrs. Addie Heyliger
Mrs. Angie Wierzbicki

School Officials Present

Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Kathleen Brown, Deputy Superintendent of Operations
Chassidy Olainu-Alade, Chief Communications Officer
Stephanie Williams, Chief of Organizational Development
Bryan Guinn, Chief Financial Officer
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
Thomas Lawing, Chief Operations Officer
Dr. Andria Schur, Chief of Schools
Melissa Hubbard, Assistant Superintendent Teaching & Learning
Anthony Sanders, Chief of Police
Derrick Ward, General Counsel

Kim Schaub, Recording Secretary

Others Present
Jonathan Brush, Board Counsel
FBISD Staff and Employees

1. Meeting Called to Order

President Tassin called the meeting to order at 5:00 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Public Comment

There were no public speakers.

3. Information

A. 2026-27 Budget Update

5. Adjournment

Having no further business before the Board, **MOTION** was made by Mrs. Heyliger to adjourn the meeting at 6:05 p.m.

Kristin K. Tassin, President Dr. Shirley Rose-Gilliam, Secretary

Minutes
Fort Bend ISD Board of Trustees
Regular Business Meeting
May 11, 2026

A Board of Trustees Regular Business Meeting was held on Monday, May 11, 2026, beginning at 6:14 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at: https://www.fortbendisd.com/boardmeetinglivestream.

The meeting was recorded as required by law, and the recording is available to the public at: https://fortbendisd.new.swagit.com/videos/387364

The agenda packet for the meeting can be found here: https://meetings.boardbook.org/Public/Agenda/649?meeting=742873

Presiding Officer……..……Mrs. Kristin K. Tassin, President

Board Members Present
Mrs. Angie Hanan Vice President (Virtual)
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Ms. Afshi Charania
Mrs. Addie Heyliger
Mrs. Angie Wierzbicki

School Officials Present

Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Kathleen Brown, Deputy Superintendent of Operations
Chassidy Olainu-Alade, Chief Communications Officer
Stephanie Williams, Chief of Organizational Development
Bryan Guinn, Chief Financial Officer
Glenda Johnson, Chief Human Resources Officer
Long Pham, Chief Information Officer
Thomas Lawing, Chief Operations Officer
Dr. Andria Schur, Chief of Schools
Melissa Hubbard, Assistant Superintendent Teaching & Learning
Anthony Sanders, Chief of Police
Derrick Ward, General Counsel

Kim Schaub, Recording Secretary

Others Present
Jonathan Brush, Board Counsel
FBISD Staff and Employees

1.Meeting Called to Order

President Tassin called the meeting to order at 6:14 p.m. announcing the presence of a quorum, that the meeting had been duly called and the notice posted for the time and matter required by law.

2. National Anthem

President Tassin asked everyone to stand for the National Anthem, performed by Elkins High School Band, director Jay Chen.

3. Moment of Silence

Following the performance, President Tassin asked everyone to remain standing for a moment of silence.

4. Recognitions

- National Anthem performance from Elkins High School Band
- Crawford High School Boys Varsity Basketball Team for State Finalist
- Several Fort Bend ISD student councils for receiving Texas Association of School Councils Sweepstakes Council
- Austin High School NJROTC Aerial Drone Team South-Central Region champions
- Dulles High School Academic Decathlon for winning state competition
- Two Fort Bend ISD choir programs for being selected to perform at the Southwestern American Choral Directors Association Conference
- Several students for placing in the Texas Art Education Association Visual Art Scholastic Event (VASE) competition
- Two Fort Bend ISD orchestra directors for receiving 2026 Texas Orchestra Directors Association Director of Distinction

5. Public Comment

- Michael Verdone spoke on TRS surcharge.
- Amanda Brock spoke on Long Range Boundary Planning.
- Charlotte Brock spoke on Long Range Boundary Planning.
- Mary Evans spoke on TRS surcharge.
- Deric Dawson spoke on teacher support, campus climate, and SPED training.

6. Superintendent Update

7. Board Activity Report

8. Information

A. SHAC – School Health Advisory Council Annual Update

B. Annual Demographic Report

C. Long-Range Boundary Planning Update

D. Intruder Detection Report

9. Consent Agenda

Agenda items 9.E, 9.L.7, and 9.L.9 were removed from the consent agenda.

MOTION made by Mrs. Heyliger and SECONDED by Mrs. Charania that the Board of Trustees approve the Consent Agenda Items as presented except for items 9.E, 9.L.7, and 9.L.9.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Heyliger, Wierzbicki
All those opposed: 0

A. **Board of Trustees Meeting Minutes:** Consideration and approval of the minutes of Fort Bend ISD Board of Trustees meetings and/or public hearings on the following dates:
   - April 13, 2026 Called Meeting and Agenda Review
   - April 20, 2026 Regular Board Meeting

B. **3rd Quarter 2025-26 Financials:** Consideration and approval of the third quarter 2025-2026 Financial Report.

C. **Resolution Supporting TASB Board Nomination:** Consideration and approval of a resolution supporting Ms. Bridget Chustz, Director of Risk Management, to serve as a member of the TASB Risk Management Funds Board of Trustees.

D. **2026 – 27 Annual Professional Learning Plan:** Consideration and approval of the 2026 – 27 Annual Professional Learning Plan.

E. **School Boundary Advisory Committee Membership:** Consideration and approval of new members for the School Boundary Advisory Committee (SBAC).

F. **Resolution for State and Local Cybersecurity Grant Program Application Objective 2:** Consideration and approval of a Board resolution for State and Local Cybersecurity Grant Program application for Cybersecurity - Assessment and Evaluation program Year 2.

G. **Resolution for State and Local Cybersecurity Grant Program Application Objective 3:** Consideration and approval of a Board resolution for State and Local Cybersecurity Grant Program application for Cybersecurity Objective 3 Mitigation for UPS Refresh.

H. **Budget Amendment Regarding Use of 2023 Bond Security Funds:** Consideration and approval of 2023 Bond Safety and Security Budget Amendment.

I. **Library Book Purchase Programs Update:** Consideration and approval of the purchase of new library materials that were posted for public review beginning April 2026.

J. **SHAC – School Health Advisory Council Membership:** Consideration and approval of the recommended 2026-27 School Health Advisory Committee (SHAC) membership roster.

K. **Criminal Justice Grant Program application to implement an Officer Wellness & Readiness Program:** Consideration and approval of a Board resolution for the Criminal Justice Grant Program application to implement an Officer Wellness & Readiness Program.

L. Consideration and approval of proposed expenses that exceed $50,000: Specifically, for:
   1. **Child Nutrition Software:** Consideration and approval for the purchase of school nutrition software from CyberSoft Technologies, Inc. under a cooperative contract with Choice Partners in an amount not-to-exceed $850,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through May 2031.

   2. **District Spirit Store:** Consideration and approval for the operation and management of the district online spirit store from STS Brand in an amount not to exceed $2,700,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through May 2031.

   3. **Course Registration and Evaluation Management System:** Consideration and approval for the purchase of evaluation management system from Kickup Inc. in an amount not to exceed $415,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through June 2031.

   4. **Microsoft Enrollment for Education Solutions (EES):** Consideration and approval for the purchase of Microsoft Enrollment for Education Solutions (EES) from SHI International in an amount not to exceed $10,950,000 over a seven (7) year period and authorization for the Superintendent to negotiate and execute the agreement through August 2033.

   5. **Job Order Contract (JOC) for Portable Classroom Building Relocations Associated with Madden ES Slab Repairs and Upgrades (BP023):** Consideration and approval to execute a job order with JR Thomas Group, Inc. to perform the necessary relocation, set up and repair for portable classroom buildings needed to support the relocations associated with Madden ES Slab Repairs and Upgrades (BP023); approval of a Design Services Agreement with MWA Architects; approval of a not-to-exceed contract of $600,000; and authorization for the Superintendent to negotiate, execute or terminate the respective contracts.

   6. **Guaranteed Maximum Price (GMP) No. 2 for the Madden ES Slab Repairs & Upgrades (BP023):** Consideration and approval of a Guaranteed Maximum Price (GMP) No. 2 with Millennium Project Solutions, Inc. for the Madden ES Slab Repairs & Upgrades (BP023) for a not-to-exceed amount of $13,209,076 and authorization for the Superintendent to execute the GMP Amendment.

   7. **Construction Services Agreement for Sitework Package 1 (BP036):** Consideration and approval of a Construction Services Agreement with E Contractors USA, LLC for Sitework Package 1 (BP036), for a not-to-exceed amount

of $6,377,155 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

8. **Construction Services Agreement for Sitework Package 2 (BP037):** Consideration and approval of a Construction Services Agreement with Prime Contractors, Inc. for Sitework Package 2 (BP037), for a not-to-exceed amount of $3,026,700 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

9. **Construction Services Agreement for Sitework Package 3 (BP038):** Consideration and approval of a Construction Services Agreement with M. Scott Construction, Inc. for Sitework Package 3 (BP038), for a not-to-exceed amount of $3,847,650 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

10. **Cheerleader and Dance Team Uniforms, Supplies, and Related Items:** Consideration and approval for the purchase of cheerleader and dance team uniforms, supplies, and related items from multiple vendors in an amount not to exceed $650,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through May 2031.

11. **Online Payment Services for Sports Officials:** Consideration and approval for the purchase of Online Payment Services for Sports Officials from Arbiter through the Central Texas Purchasing Alliance contract in an amount not-to-exceed $217,609, a five-year period and authorization for the Superintendent to negotiate and execute the agreement through May 2031.

12. **Virtual School Provider:** Consideration and approval for a partnership with Edmentum to provide instructional and programmatic support for the district's virtual high school under a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed $4,200,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through June 2031.

<u>Action on Items Removed from the Consent Agenda</u>

- **School Boundary Advisory Committee Membership:** Consideration and approval of new members for the School Boundary Advisory Committee (SBAC).

MOTION made by Mrs. Heyliger and SECONDED by Mrs. Charania that the Board of Trustees approve agenda item 9.E as presented.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Heyliger, Wierzbicki
All those opposed: 0

- **Construction Services Agreement for Sitework Package 1 (BP036):** Consideration and approval of a Construction Services Agreement with E Contractors USA, LLC for Sitework Package 1 (BP036), for a not-to-exceed amount of $6,377,155 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

MOTION made by Mrs. Heyliger and SECONDED by Mrs. Charania that the Board of Trustees approve agenda item 9.L.7 as presented.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Heyliger, Wierzbicki
All those opposed: 0

- **Construction Services Agreement for Sitework Package 3 (BP038):** Consideration and approval of a Construction Services Agreement with M. Scott Construction, Inc. for Sitework Package 3 (BP038), for a not-to-exceed amount of $3,847,650 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

MOTION made by Mrs. Heyliger and SECONDED by Mrs. Charania that the Board of Trustees approve agenda item 9.L.9 as presented.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Heyliger, Wierzbicki
All those opposed: 0

10. Convene in Closed Session

The Board convened in closed session at 7:55 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

A. Deliberate assigning DGBA employee grievance of Ann Gibbs to a Board hearing officer, or to schedule a future Board meeting to hear and consider the grievance.

B. Deliberate hearing officer's recommendation regarding the Level Three DGBA grievance of Maquaya Hardy.

C. Deliberate recommendation to non-renew the term employment contracts of identified certified employees at the end of the 2025-26 contract year.

D. Deliberate the recommendation to rescind approval of 2026-2027 term contract recommendation for Emily Agina and deliberate the recommendation to propose nonrenewal of her term employment contract at the end of the 2025-2026 contract year.

E. Deliberate specifying the manner of hearing(s), if any, concerning the proposed nonrenewal of term employment contracts of certified employees, in accordance with Policy DFBB (Local).

11. Reconvene in Open Session

The Board reconvened in open session at 8:56 p.m.

12. Consider Action on Closed Session Items

- **MOTION made by Mrs. Charania and SECONDED by Mrs. Heyliger** that the Board of Trustees assign the Level Three employee grievance appeal of Ann Gibbs to the Board's designated hearing officer under Board Policy DGBA (Local).

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Heyliger, Wierzbicki
All those opposed: 0

- **MOTION made by Mrs. Wierzbicki and SECONDED by Dr. Gilliam** that the Board of Trustees accept the hearing officer's recommendation concerning the Level Three DGBA grievance of Maquaya Hardy.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania. Heyliger, Wierzbicki
All those opposed: 0

- **MOTION made by Dr. Gilliam and SECONDED by Mrs. Heyliger** for the Board of Trustees to accept the Superintendent's recommendation to rescind approval of the 2026-2027 term contract recommendation for Emily Agina and instead propose nonrenewal of her term employment contract at the end of the 2025-26 contract year and authorize the Superintendent or his designee to notify the employee in accordance with applicable law and policy, and further authorize the Superintendent to select an outside attorney to conduct any requested hearing regarding the proposed contract nonrenewal.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania. Heyliger, Wierzbicki
All those opposed: 0

13. Action

- **MOTION made by Mrs. Heyliger and SECONDED by Dr. Gilliam** that the Board of Trustees approve an Interlocal Contract (ILC) with the Regional Security Operations Center (RSOC) at the University of Texas (UT) at Austin and authorize the Superintendent to execute the agreement.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Heyliger, Wierzbicki
All those opposed: 0

- **MOTION by Mr. Schoof and SECONDED by Dr. Gilliam** that the Board of Trustees approve the donation from the Hightower High School Letterman Club and authorize the General Fund budget amendment for 2025-2026 as presented.

MOTION CARRIES: 7-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania, Heyliger, Wierzbicki
All those opposed: 0

14. Future Meeting Discussion

15. Adjournment

Having no further business before the Board, **MOTION** was made by **Mrs. Heyliger** to adjourn the meeting at 9:01 p.m.

Kristin K. Tassin, President Dr. Shirley Rose-Gilliam, Secretary

Minutes
Fort Bend ISD Board of Trustees
Special Called Meeting
May 18, 2026

A Board of Trustees Special Called was held on Monday, May 18, 2026, beginning at 5:01 p.m. in the Board Room of the Administration Building located at 16431 Lexington Blvd., Sugar Land, Texas. The Live Stream of the meeting was available at https://www.fortbendisd.com/boardmeetinglivestream.

The meeting was recorded as required by law, and the recording is available to the public at: https://fortbendisd.new.swagit.com/videos/388189

The agenda packet for the meeting can be found here: https://meetings.boardbook.org/Public/Agenda/649?meeting=744674

Presiding Officer……..……Mrs. Kristin Tassin, President (Virtual)

Board Members Present
Mrs. Angie Hanan, Vice President
Dr. Shirley Rose-Gilliam, Secretary
Mr. Adam Schoof
Mrs. Afshi Charania
Mrs. Angie Wierzbicki

School Officials Present
Dr. Marc Smith, Superintendent of Schools
Beth Martinez, Deputy Superintendent Chief of Staff
Dr. Jaretha Jordan, Deputy Superintendent of Teaching and Learning
Kathleen Brown, Deputy Superintendent of Operations
Derrick Ward, General Counsel

Kim Schaub, Recording Secretary

Others Present
Jonathan Brush, Board Counsel

1. Meeting Called to Order

President Tassin called the meeting to order at 5 01 p.m. announcing the presence of a quorum and that the meeting had been duly called and the notice posted for the time and matter required by law.

2. Public Comment

There were no public speakers.

3. Convene in Closed Session

The Board convened in closed session at 5:02 p.m. under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student.

A. Deliberate recommendation to non-renew the term employment contracts of identified certified employees at the end of the 2025-2026 school year.

4. Reconvene in Open Session

The Board reconvened in open session at 5:06 p.m.

5. Consider Action on Closed Session Items

- **MOTION made by Mrs. Hanan and SECONDED by Dr. Gilliam** for the Board of Trustees to take final action to non-renew the term employment contract of Kelly Hogan at the end of the 2025-26 contract year and authorize the Superintendent or his designee to notify the employee of the Board's action consistent with applicable laws and District policy.

MOTION CARRIES: 6-0
All those in favor: Tassin, Hanan, Gilliam, Schoof, Charania. Wierzbicki
All those opposed: 0

6. Adjournment

Having no further business before the Board, **MOTION** was made by **Mr. Schoof** to adjourn the meeting at 5:07 p.m.

Kristin K. Tassin, President Dr. Shirley Rose-Gilliam, Secretary

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: City of Sugar Land Inter Local Agreement	
Board Policy: GRB (Legal)	**District Priority:** Priority 3
Department: Chief Communication Officer Are there related documents to be signed by the Board? NO ☒ Administration has reviewed the final submission for this agenda item. ☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of an Interlocal Agreement with the City of Sugar Land for the 2027 Community Expo at James Reese CTE Center.

Summary/Background

The Communications Department, Collaborative Communities Department, and James Reese Career & Technical Education Center have been involved in discussion and planning regarding a 2027 Community Expo to be hosted at James Reese CTE in February of 2027.

The event will highlight CTE programs and vendors from around the city to promote opportunities and services offered within our community and through CTE.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Chassidy Olainu-Alade
Chief Communications Officer

Interlocal Agreement
CITY OF SUGAR LAND and FORT BEND INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is made under Government Code Chapter 791 and entered into between Fort Bend Independent School District ("FBISD"), a Texas public independent school district in Fort Bend County, Texas, and City of Sugar Land ("Partner"), a Texas municipal corporation in Fort Bend County, Texas, for the express purpose of providing Sugar Land Community Expo ("Program"). For the purposes of this Agreement, FBISD and Partner shall be collectively referred to as "Parties," or individually as "Party."

1. Purpose

This overview outlines the collaborative partnership for the planning, promotion, and execution of the Program. The goal of the partnership is to provide an engaging, educational, and accessible event that connects the community with local organizations, businesses, and educational resources.

The purpose of this partnership is to:

a. Showcase community resources, local businesses, nonprofits, and educational programs.
b. Strengthen connections between the school district, local organizations, and the broader community.
c. Provide opportunities for students and families to engage with educational and recreational programs.
d. Encourage civic engagement and community participation.

2. Term

This Agreement shall commence on the complete execution of this Agreement ("Effective Date") and shall continue in full force and effect until July 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement. After the initial term period has expired, this Agreement shall automatically renew annually for one-year terms unless either Party provides the other Party with thirty (30) days written notice of termination of the Agreement.

3. Termination

a. Convenience. Either party hereto may terminate this Agreement at any time and for any reason by providing the other party with 60 days' written notice of termination.

b. Breach. FBISD and Partner covenant and agree that in the event either party fails to comply with, or breaches, any of the terms or provisions of this Agreement, the non-breaching party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply with, or breach of, any of the terms or provisions of this Agreement. The breaching party shall have a reasonable time not to exceed fifteen (15) days to cure or correct the breach. If the breaching party fails to cure or correct the breach within fifteen (15) business days, the Agreement shall terminate without any penalty to the non-breaching party whatsoever. This provision is not intended to limit the rights of the parties to terminate this Agreement at any time and for any reason upon thirty (30) days' written notice.

4. Duties and Responsibilities of Partner

a. Partner shall lead the planning committee and coordinate all logistics.
b. Partner shall secure vendors, exhibitors, and sponsors at Partner's expense.
c. Partner shall promote the event through marketing, social media, and local media outlets.
d. Partner shall manage volunteer recruitment and assignments.
e. Partner shall oversee event operations, safety protocols, and post-event evaluation.
f. Partner shall share post-event evaluations and feedback collected.
g. Leverage third party for stage rental, AV Equipment, backdrops, and décor.
h. Marketing and Promotions:
    i. Graphic design and branding;
    ii. Custom signs;
    iii. Custom staff shirts;
    iv. Printing (flyers, banners, signage);
    v. Digital ads/ social media boosts; and
    vi. Website/event platform/mobile app option.
i. Provide promotional items.

j. Provide volunteer needs and materials.
k. Provide security personnel to assist with traffic flow and overall event security.

l. Partner shall comply with all applicable federal, state, and local laws, and shall comply with all FBISD Board of Trustees policies, rules, and regulations.

m. To the extent permitted by law, including the Texas Public Information Act, the Partner, for itself and its officers, agents, and employees, agrees that it shall treat all information provided to it by FBISD as confidential and shall not disclose any such information to a third party without the prior written approval of FBISD, except as required by law. In carrying out duties, Partner shall, at all times, recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and FBISD Board of Trustees policy, rules and regulations. Further Partner agrees to abide by these obligations as outlined in the Data Sharing Agreement attached as Exhibit A.

n. During the term of this Agreement, Partner shall cooperate with FBISD to ensure full compliance with all practices and policies regarding Criminal Background Checks as required by FBISD and in compliance with Texas Education Code. This includes but is not limited to submitting all information required to complete any screenings and providing pre-service affidavits under Texas Education Code Section 22A.055 as amended.

5. Duties and Responsibilities of FBISD

a. Provide guidance to campus staff, administration, and Partner as needed.
b. Promote the event through websites, newsletters, social media, and email notifications.
c. Encourage student and staff participation as volunteers, performers, or exhibitors.
d. Facilitate coordination for educational or interactive activities tied to curriculum or enrichment programs.

e. Provide security personnel to assist with traffic flow and overall event security.
f. Assist in post-event evaluations and feedback collection from students and families.
g. Provide the agreed upon facilities and ensure they are accessible and safe.
h. Assist with set-up and take down logistics, including tables, chairs,
i. Ensure compliance with occupancy limits, insurance requirements, and local safety regulations.
j. Offer guidance on facility operations and restrictions.

6. Collective Duties and Responsibilities
    a. Event planning and coordination:
        i. Planning meetings will be held monthly leading up to the event, with additional meetings as necessary.
        ii. A joint planning meeting consisting of representatives from all parties will oversee scheduling programming, logistics, and promotional strategies.
        iii. Each party will designate a primary contact responsible for communication and decision making.
    b. Promotion and Branding
        i. The event will carry co-branding of both parties on promotional materials, signage, social media, and press releases.
        ii. All content will be reviewed by all parties before publication to ensure accuracy and alignment with organizational messaging.
    c. Evaluation and Reporting
        i. After the event, a debrief meeting will be held to assess attendance, community engagement, and overall success.
        ii. Feedback from vendors, attendees, and students will be collected to guide improvements for future expos.
        iii. A summary report will be shared among all partners, including financials, survey results, and recommendations.

7. <u>Expenses and Payment</u>

a. Expenses incurred by FBISD for the Program will be invoiced to Partner separately and may include items such as giveaways, attendee gifts, food for attendees, and student services. Partner shall pay FBISD the invoiced amount within 30 days of receipt of the invoice. FBISD will not charge Partner for overhead items or personnel costs.

b. In no event shall any funds ever be due or owed from FBISD to Partner under this Agreement. Partner shall pay its own expenses and costs in the performance of its duties and responsibilities of this Agreement without reimbursement from FBISD.

c. The budget narrative below, specifically for meals, refreshments, and drinks outlines the projected costs, as of the date of execution of this Agreement. The Parties acknowledge that the expenses for the Program are not finalized and that the line items, quantities, timing, logistics, and associated costs for items provided by FBISD in the budget narrative below are subject to change. The budget narrative provided by FBISD is a good-faith approximation for planning purposes and shall not be deemed a guaranteed maximum, fixed price, or cap on reimbursable expenses. Notwithstanding the foregoing, FBISD agrees that the actual costs will not exceed Fifteen Thousand and No/100 Dollars ($15,000.00), unless approved in writing by Partner.

d. Partner shall reimburse FBISD for its reasonable and documented costs and expenses incurred, including costs arising from changes in scope, timing, vendor pricing, or event requirements, whether or not such costs were contemplated in the below budget narrative. FBISD and Partner agree to cooperate and communicate in good faith on any changes in scope to the budget narrative, but to avoid delay or disruption to the Program, FBISD will not be required to obtain Partner's prior written approval for (1) any individual cost item that is consistent with the nature of the line items below or the Program or (2) any reasonable increase in cost to existing or previously agreed to items. Budget Narrative:

Food/Refreshments	Per person	Projected Cost
Light breakfast pastries, coffee, tea, water for 100	$ 4.00	$ 400.00
Hospitality for VIPS and Vendors: Sweet Treats for the closing for 100	$ 5.00	$ 500.00
Café Boxed Meals for 50	$ 17.00	$ 850.00
General Desserts/Treats for all attendees (1,000)	$ 5.00	$ 5,000.00
Water Stations		
Subtotal		$ 6,750.00
Supplies	**Per item**	**Projected Cost**
Work shop Demonstration Supplies		$ 1,000.00
Supplies for Attendee Giveaways (1,000 total)		$ 500.00
Kids crafts/activities		$ 500.00
Subtotal		$ 2,000.00
Total		$ 8,750.00

8. Non-Appropriation

Non-Appropriation and Unavailability of Funds. As FBISD shall incur all expenses under this Agreement from current revenues available, in the event no funds or insufficient funds have been appropriated for any fiscal period when such expenses are required to be incurred by FBISD, FBISD shall notify Partner of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty to FBISD of any kind whatsoever.

As Partner shall make all payments under this Agreement from current revenues available, in the event no funds or insufficient funds have been appropriated for any fiscal period when such payment is due, Partner shall notify FBISD of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was due without penalty to Partner of any kind whatsoever. However, Partner shall be responsible to remit payment for all services provided by FBISD prior to the termination date.

9. Insurance

a. Throughout the term of this Agreement, Partner shall maintain, at its sole cost and expense, a policy or policies of
   i. Comprehensive General Liability ("CGL") insurance with limits of not less than $1,000,000.00 per occurrence, including $2,000,000.00 aggregate, $1,000,000 for personal injury, $500,000 for fire damage, and $5,000 for medical payments. Such coverage shall include but not be limited to normal and customary coverages under CGL policies, coverages for products, completed operations, independent contractors, broad form property damage, pollution, and blanket contractual liability coverages. Any XCU exclusions must be removed when underground work is performed.
   ii. Automobile Liability Coverage insurance covering any automobile used or hired by Partner or Partner's employees, contractors, or affiliates in a combined single limit of $1,000,000.
   iii. Workers' Compensation ("WC") insurance in an amount that complies with the requirements of the Texas Workers' Compensation Act, and Employer's Liability in the amount of $1,000,000.00
   iv. Errors and Omissions insurance coverage at $1,000,000 per occurrence.

All such policy or policies shall be written by an insurance company or companies reasonably satisfactory to FBISD, licensed to do business in the State of Texas, and shall have a Best's Key rating of at least "A-X."

b. Partner shall provide FBISD an indemnification under contract.

c. Partner shall provide FBISD, thirty (30) days prior to commencement of performance of this Agreement, a certificate or certificate(s) of insurance evidencing required insurance coverage, documented by a Texas Acord Form 25, which shall display that the District is an additional insured, or an indemnification under contract. Throughout the term of this Agreement, Partner shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

d. Partner will insure its own equipment.

e. The insurance requirements of this Paragraph 8 are a condition precedent to this Agreement, without the fulfillment of which FBISD would not enter into this Agreement. These requirements cannot be waived by conduct or statement of any District employee unless such a waiver is expressly made in writing and signed by the Superintendent. If the insurance requirements are not strictly maintained, in addition to any other available remedies, the District may immediately terminate this Agreement.

10. <u>Indemnification</u>

To the extent permitted by law, each party shall hereby indemnify and holds the other and the other's affiliates and its respective officers, directors, agents, employees and contractors harmless from and against any and all third party claims, demands, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses for any asserted personal injury of any kind, any other injury, death of any person, or property damage or any kind, (collectively "claims") arising from the negligence or misconduct of that party or its officers, directors, agents, employees, or contractors occurring on the other's property or during any and all activities related to the Program regardless of location. In the event any action or proceeding shall be brought against either party by reason of any such claim, the parties shall defend the same at each party's expense. Each party's insurance carrier will select counsel if the defense is provided under that party's insurance policy.

It is understood and agreed that by execution of this Agreement, neither party waives or surrenders any of its immunities. FBISD specifically does not waive or surrender any of its immunities, including those authorized and provided by Chapter 101 of the Texas Civil Practice and Remedies Code and the Texas Education Code.

11. Relationship of the Parties

FBISD and Partner agree that each party is a distinct legal entity and that no employees, volunteers, affiliates, or contractor of one party shall be deemed to be an agent, employee, or affiliate of the other. Accordingly, Partner shall be solely responsible for payment of all wages, taxes, including, but not limited to, federal income taxes, Social Security (FICA) taxes, and other taxes or business license fees, if any, workers' compensation, disability benefits, or other obligations due to its employees arising out of Partner's performance of its duties under this Agreement. Likewise, Partner shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees.

12. Notices

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, c/o the designated person listed below; or (2) received by the other party by United States Mail, certified or registered, return receipt requested, addressed as follows:

FBISD	**City of Sugar Land**
Attn: Chassidy Olainu-Alade	Attn: Briana A. Williams
Title: Chief Communications Officer	Title: Assistant Director of Parks and Recreation
Address:16431 Lexington Blvd., Ste.312, Sugar Land, TX 77479	Address: 2700 Town Center Blvd., Sugar Land, TX 77479
Chassidy.OlainuAlade@fortbendisd.gov	bawilliams@sugarlandtx.gov

13. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Fort Bend County, Texas, or the United States District Court for the Southern District of Texas.

14. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions which can be given effect without the invalid provisions shall not in any way be affected or impaired.

15. Force Majeure

FBISD and Partner shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, pandemic, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

16. Non-Solicitation

During the term of this Agreement, and for a period of two (2) years immediately thereafter, Partner agrees not to directly solicit for employment any employee or independent contractor of FBISD, nor shall Partner directly induce any employee or independent contractor of FBISD to terminate his or her employment with FBISD for any reason. Partner understands and agrees that any solicitation in violation of this paragraph shall cause substantial harm to FBISD and shall be liable for such substantial harm. Notwithstanding the foregoing, however, this prohibition shall not apply to any of FBISD's employees that are offered employment through their response to an indirect solicitation for employment by Partner, such as general job postings on the internet, in a newspaper, or by other media.

17. Name. Logo, and other Trademarks

Both Parties retain the right to control the use of their logos or images and neither Party may use such logos or images of the other Party without prior written permission from a person authorized to grant such permission. Neither Party shall take any action that states, implies, or allows another to infer that the other Party has approved or endorsed any studies, materials, or promoted content. Any use of one Party's logos or images in print, media, or in association with the other Party or its affiliates must be approved in advance in writing by the person authorized to grant such permission.

18. Headings Not Controlling

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

By execution of this Agreement below, each party acknowledges that the foregoing expresses the principal understandings between FBISD and Partner and their shared goal to work collaboratively. The foregoing does not necessarily express all of the understandings between the parties now or in the future and the parties further agree that, if and when issues arise that seem to be of a nature that expression of the parties' shared understanding would be beneficial, the parties may amend or supplement this Agreement by writing an addendum signed on behalf of both parties.

Accepted and Agreed:

City of Sugar Land	**Fort Bend Independent School District**
By:	By:
Printed Name: Mike Goodrum	Printed Name: Dr. Marc Smith
Title: City Manager	Title: Superintendent
Date:	Date:

Important Contacts:
City of Sugar Land Central Office Team:

Brianna Williams
bawilliams@sugarlandtx.gov
832-278-7870
FBISD Education Central Office:
Chassidy Olainu-Alade
Chassidy.OlainuAlade@fortbendisd.gov
281-634-5788

Exhibits

- Exhibit A: Requested Insurance Coverage (sample COI)
- Exhibit B: Consents for student participation and media releases

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Designation of Public Information Act Non-Business Days	
Board Policy: GBA(LEGAL and LOCAL)	**District Priority:** Priority 2
Department: Legal Are there related documents to be signed by the Board? NO ☒ Administration has reviewed the final submission for this agenda item. ☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of the designation of non-business days under the Texas Public Information Act for calendar year 2026 and Spring 2027.

Summary/Background

The Texas Public Information Act (TPIA) contains various deadlines related to the District's response to public information requests, many of which are determined by calculating "business days." Previously, any holidays or skeleton crew days observed by a governmental entity were not considered "business days," provided the District identified such days in any related briefing to the Attorney General.

Texas Government Code §552.0031 defines "business day" to include days the District is closed. Specifically, any day that is not a Saturday, Sunday, or official state or national holiday would count as a business day for purposes of responses under the TPIA. As a result, days during Fall Break, Thanksgiving Break, Christmas Break, Spring Break, and other days the District is closed are considered "business days."

The law allows the Board of Trustees of a school district to designate up to ten (10) additional non-business days per calendar year for purposes of the TPIA. The administration recommends designating the following dates as non-business days for the remainder of the 2026 calendar year and Spring of 2027. The shaded dates represent the dates that were approved last year showing that the district is not designating more than 10 days, the limit for a particular calendar year.

2026		
March 16, 2026	March 17, 2026	July 6, 2026

July 7, 2026	October 12, 2026	October 13, 2026
November 23, 2026	December 21, 2026	December 22, 2026
December 23, 2026		
Spring 2027		
March 8, 2027	March 9, 2027	July 5, 2027
July 6, 2027		

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Derrick Ward
General Counsel

FBISD 2026-27 Instructional Calendar

INSPIRE • EQUIP • IMAGINE

August
July 30th -July 31st..... District Professional Learning Days/ No Students
3rd .....Teacher Work Day/No Students
4th-7th .....Professional Learning Day/No Students
10th .....Teacher Planning Day/No Students
11th ..... First Day of Classes 1st Semester

September
7th .....Student/Teacher Holiday/Labor Day
24th ..... Early Release-Elementary
25th .....Professional Learning Day/No Students

October
9th .....Teacher Planning Day/No Students
12th-16th.....Student/Teacher Holiday

November
23rd-27th.....Student/Teacher Holiday

December
17th .....Early Release – MS/HS
18th .....Early Release/All Students
21st-31st ..... Student/Teacher Holiday/Winter Break

January
1st..... Student/Teacher Holiday/New Year's Day
4th .....Professional Learning Day/No Students
5th .....Teacher Planning Day/No Students
6th .....First Day of Classes 2nd Semester
18th .....Student/Teacher Holiday/Martin Luther King Jr. Day

February
11th ..... Early Release-Elementary
12th .....Professional Learning Day/No Students
15th .....Student/Teacher Holiday/ Inclement Weather Make-Up Day

March
5th .....Teacher Planning Day/No Students
8th-12th.....Student/Teacher Holiday
26th .....Student/Teacher Holiday

April
30th .....Student/Teacher Holiday/ Inclement Weather Make-Up Day

May
26th ..... Early Release MS/HS
27th .....Early Release – All Students/Last Day for Students
28th .....Teacher Work Day/No Students
31st .....District Office and Campuses Closed/Memorial Day

July
5th-9th .....District Office and Campuses Closed

Key
- Teacher Work Day
- Professional Learning
- Teacher Planning
- First Day of Semester
- District Professional Learning Day
- Holiday
- [ ] Beginning/End of Nine Weeks
- { } Exams
- Early Release ES
- Early Release MS/HS
- Early Release ES/MS/HS
- Inclement Weather Make-up Day

This Calendar Reflects the Following:	ES	MS	HS
Total Days of Instruction	172	172	172
Total Teacher Contract Days	187	187	187
Operational Minutes Per Full Day	440	440	440
Operational Minutes Per Early Release Days	240	270	245
Total Operational Minutes Pre-Waiver	74,880	75,000	74,900
Waiver Minutes for Professional Learning	2,100	2,100	2,100
Total Operational Min. w/Approved Waivers	76,980	77,100	77,000
Bank of Operational Minutes	1,380	1,500	1,400

HB 2442 requires a minimum of 75,600 operational minutes with any applicable waivers and at least a minimum bank of 840 operational minutes. The bank of operational minutes can be used in the event of bad weather and other issues of health and safety. FBISD reserves the right to revise the calendar, pending Board approval, to meet the minimum required operational minutes each year.

August 2026

S	M	T	W	T	F	S
	27	28	29	30	31	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 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	[8]	9	10
11	12	13	14	15	16	17
18	[19]	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	{15}	{16}	{17}	{[18]}	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

S	M	T	W	T	F	S
					1	2
3	4	5	[6]	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

S	M	T	W	T	F	S
	1	2	3	[4]	5	6
7	8	9	10	11	12	13
14	[15]	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	{24}	{25}	{26}	{[27]}	28	29
30	31					

June 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1st Semester Grading Period		81 Days
1st Nine Weeks	8/11- 10/8	41
2nd Nine Weeks	10/19 - 12/18	40

2nd Semester Grading Period		91 Days
3rd Nine Weeks	1/6 - 3/4	39
4th Nine Weeks	3/15 - 5/27	52

Cultural and religious observances of families in FBISD can be accessed on the Diversity Calendar at www.fortbendisd.com/diversity.

Board Approved 1/29/2026

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Compensation Plan	
Board Policy: CE (Legal), CFR	**District Priority:** Priority 3
Department: Deputy Superintendent Operations	
Are there related documents to be signed by the Board? YES	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval of the 2026-27 Resolution for one-time *Thank-You* supplement for eligible members and adjustments for eligible transportation bus drivers and monitors.

Summary/Background

Fort Bend ISD is committed to recruiting and retaining high-quality staff, while recognizing employees contributions and balancing the financial constraints of the District. To support this priority, the Board approved a Resolution on June 23, 2025, for a one-time *Thank-You* supplement for eligible staff for 2025-26 and 2026-27. The recommendation is for the Board to reaffirm through the attached Resolution, the one-time Thank-You supplement for eligible staff for 2026-27. This one-time payment will be distributed using the following criteria:

- Employed (full-time or part-time) by Fort Bend ISD as of October 1, 2026, and still employed as of November 13, 2026.
- Must not be a substitute or a temporary employee.
- An employee may receive only (1) one-time appreciation supplement during fiscal year 2026-2027.
- The one-time supplement will be:
  - $2,000 for full-time nurses, counselors, librarians and non-classroom teachers;
  - $500 for full-time classroom teachers with 0-2 years of teaching experience
  - $1,000 for full-time campus support staff and district administration staff
  - $1,000 for full-time support staff auxiliary
  - $500 for part-time employees based on their job title as of October 1, 2026

The one-time lump sum payment is subject to all applicable payroll deductions, is not eligible for TRS credit, and is only for the 2026-27 fiscal year. The anticipated budgeted cost to the

General Fund is $6,102,464. For employees paid from funds other than the General Fund, the fund from where their base salary paid will fund the supplement. This includes special revenue/grant funds including child nutrition, capital project funds, internal service funds and enterprise funds.

Additionally, eligible staff will receive the state provided Teacher Retention and Staff Retention amount for the 2026-27 school year, as required by law.

Lastly, Administration recommends the following changes in salaries for bus drivers and monitors:

- increase starting pay to $24 per hour for all current and future bus drivers; cost: $1,541,963.
- $2,000 sign-on bonus for new bus drivers hired by December 17, 2026; cost: $100,000
- Increase bus monitor pay to $15.10 (a $0.50 hour increase). Cost: $81,824.

Total bus driver and monitor payroll increases described above total $1,723,787, which is included in the 2026-27 General Fund Proposed Budget.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Kelly Schlacks
Executive Director of Business & Finance

RESOLUTION
OF FORT BEND INDEPENDENT SCHOOL DISTRICT

AUTHORIZING A SUPPLEMENTAL COMPENSATION PAYMENT FOR EMPLOYEES IN FORT BEND ISD

WHEREAS, the Fort Bend Independent School District Board of Trustees (Board) acknowledges and applauds Fort Bend ISD (District) employees who have frequently gone above and beyond what has been required of them in order to carry out their employment duties for the District, in terms of both effort and time; and

WHEREAS, the District has significantly benefitted from the dedication provided by District employees notwithstanding times of general uncertainty, current economic conditions, reduced funds, and reduced resources; and

WHEREAS, the District acknowledges the competition among Houston-area public school districts to attract talented new employees and retain dedicated employees is intense and requires a timely response; and

WHEREAS, contracts for employment for professional District employees recognize the possible payment of additional pay or pay for performance, and

WHEREAS, the Board of Trustees approved a Resolution at the June 23, 2025 board meeting approving a two-year plan for supplemental compensation and this Resolution reaffirms the Board's intention to continue with the year-two portion of the supplemental compensation; and

WHEREAS, the Superintendent has outlined prudent and reasonable plans for additional compensation payment to eligible District employees identified in such plan and further specifies the payment amounts to be given to eligible employees as outlined in **Exhibit A** to this Resolution; and

WHEREAS, the Superintendent has presented all necessary information that will permit the Board to take whatever budgetary actions may be required or permitted in order to provide the one-time thank-you supplemental compensation payment in the 2026-27 school year, the District is adopting these findings and resolutions, and taking the actions noted herein: and

NOW, THEREFORE, BE IT RESOLVED:

Section One: That the Board of Trustees has determined that there is a benefit to the District as well as a legitimate public purpose served to inform all eligible District employees at this time they will receive a one-time appreciation supplemental compensation payment pursuant to the plan presented and outlined in **Exhibit A**; and

Section Two: That the Superintendent has confirmed that reasonable adequate controls are in place to ensure that such benefits will be received by the District, since the Superintendent will limit this additional compensation payment to those employees (contract and non-contract) that meet the eligibility requirements specified in this Resolution and the respective plan; and

Section Three: That any District employee who is not employed by the District as specified in **Exhibit A**, shall not be eligible for the one-time supplemental compensation payment under the plan; and

Finally, that the Superintendent has committed to, and is by the adoption of this resolution, required to, take all necessary steps to make sure that payment of this one-time supplemental compensation payment be done in accordance with the plan approved by the Board as outlined in **Exhibit A**.

ADOPTED AND PASSED this 23rd day of June 2026.

FORT BEND INDEPENDENT SCHOOL DISTRICT

_____
Kristin Tassin
President, Board of Trustees

ATTEST:

_____

Dr. Shirley Rose-Gilliam
Secretary, Board of Trustees

Attachment A

All full-time classroom teachers with 0-2 years of teaching experience employed as of October 1, 2026	$500 thank-you supplement for fiscal year 2026-27
All full-time nurses, counselors and librarians and other non-classroom teachers employed as of October 1, 2026 *	$2,000 thank-you supplement for fiscal year 2026-27
All full-time campus administration staff employed as of October 1, 2026	$1,000 thank-you supplement for fiscal year 2026-27
All full-time district administration employees employed as of October 1, 2026	$1,000 one-time thank-you supplement for fiscal year 2026-27
All full-time employees employed as of October 1, 2026 not included in above thank you supplementals	$1,000 one-time thank-you supplement for fiscal year 2026-27
All part-time employees employed as of October 1, 2026	$500 one-time thank-you supplement for fiscal year 2026-27

(note: temporary and substitute employees are not included).

(An employee may only receive one one-time supplement.)

*Non classroom teachers includes coordinator campus compliance and advisor college and career readiness

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: 2026-27 Budget Adoption	
Board Policy: CE (Legal)	**District Priority:** Priority 3
Department: Chief Financial Officer	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☐ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval of the 2026-27 General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599) budgets as presented in the Fiscal Year 2026-27 budget document.

Summary/Background

The Texas Education Code (TEC) and the Texas Education Agency (TEA) require that the Board of Trustees approve a budget by June 30th each year. The budget must be adopted at the fund and function level and must include the General Fund (199), National School Breakfast and Lunch Fund (240), and the Debt Service Fund (599). The attached budget meets the requirements of the TEC and TEA.

The proposed General Fund budget for 2026-27 represents the efforts of District leadership to present a plan that provides the resources necessary to support the District mission, Board goals and strategic priorities, while maintaining accountability to its stakeholders. The budget includes staffing necessary for anticipated student enrollment including the opening of Coleman Middle School for the 2026-27 school year. The budget also includes all program costs including positions for expansion of the pre-kindergarten to three-year-olds at certain campuses for the 2026-27 school year, two-way dual language Spanish-English and Mandarin immersion programs for kindergarten students, a virtual high school for ninth graders, and middle school programs of choice at six middle schools.

The proposed budget for the Debt Service Fund reflects the current existing debt maturity schedules and anticipated commercial paper program needed to ensure the District implements the outstanding bond programs approved by voters. It is anticipated that

additional amendments will be needed in 2026-27 for debt transactions that could occur during the 2026-27 fiscal year.

The National School Breakfast and Lunch Fund budget includes budgeted revenues and expenditures needed to serve meals throughout the District as well as ensure compliance of fund balance requirements.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kelly Schlacks
Executive Director, Finance

Fort Bend Independent School District
2026-27 Proposed Budget

	General Fund (Fund 199)	Debt Service (Fund 599)	Child Nutrition (Fund 240)
57 - Local Revenues	$407,489,972	$158,818,760	$11,391,000
58 - State Revenues	440,974,639	20,744,747	275,000
59 - Federal Revenues	9,439,559	0	31,981,073
Revenues Total	**857,904,170**	**179,563,507**	**43,647,073**
Expenditures	**898,004,955**	**194,376,961**	**43,646,841**
Other Sources & (Uses) Total	2,500,000	0	0
Infrequent or Unusual Sources & (Uses) Total	4,798,605	**0**	**0**
Surplus/(Deficit)	**($32,802,180)**	**($14,813,454)**	**$232**
Beginning Fund Balance	227,730,033	157,403,096	24,244,782
Ending Fund Balance	**$194,927,853**	**$142,589,642**	**$24,245,014**
Fund Balance Reserve Requirement *	**90-days**	**NA**	**NA**

***** Board policy requires a fund balance reserve of at least 90 days for the General Fund. No local requirements exist for a minimum fund balance reserve for the Debt Service and Child Nutrition funds.

Fort Bend Independent School District
General Fund 2026-27 Proposed Budget
June 15, 2026

	2026-27 Proposed Budget			2025-26 Estimated Actual		
By Function	2026-27 Proposed Budget	Percent	Cost per Student	2025-26 Year-End Estimate	Percent	Cost per Student
11 - Instruction	$ 537,596,277	59.87 %	$ 6,995	$ 547,132,252	59.84 %	$ 7,009
12 - Instructional Resources Media	8,719,878	0.97 %	113	8,899,399	0.97 %	114
13 - Curriculum Development	16,865,041	1.88 %	219	17,457,315	1.91 %	224
21 - Instructional Leadership	19,110,374	2.13 %	249	19,651,594	2.15 %	252
23 - School Leadership	53,732,614	5.98 %	699	55,319,263	6.05 %	709
31 - Guidance Counseling Evaluation	44,446,770	4.95 %	578	47,134,831	5.16 %	604
32 - Social Work Services	2,350,264	0.26 %	31	2,494,259	0.27 %	32
33 - Health Services	9,876,891	1.10 %	129	11,193,645	1.22 %	143
34 - Student Transportation	32,744,051	3.65 %	426	30,686,615	3.36 %	393
35 - Food Services	45,000	0.01 %	1	1,082,512	0.12 %	14
36 - Co Curricular Extra Curricular	17,704,276	1.97 %	230	18,391,988	2.01 %	236
41 - General Administration	21,466,538	2.39 %	279	20,419,556	2.23 %	262
51 - Facilities Maint And Operation	83,778,295	9.33 %	1,090	87,166,650	9.53 %	1,117
52 - Security & Monitoring	16,757,111	1.87 %	218	15,550,678	1.70 %	199
53 - Data Processing	20,775,880	2.31 %	270	19,133,000	2.09 %	245
61 - Community Services	915,341	0.10 %	12	1,545,425	0.17 %	20
71 - Interest Expense	3,154,288	0.35 %	41	2,185,000	0.24 %	28
72 - Interest Long-Term Debt	140,000	0.02 %	2	137,000	0.01 %	2
81 - Facilities Acquisition	-	0.00 %	-	488,845	0.05 %	6
93 - Payment To Member/Ssa	700,000	0.08 %	9	730,000	0.08 %	9
99 - Other Intergovernmental Charge	7,126,066	0.79 %	93	7,518,140	0.82 %	96
Grand Total	**$ 898,004,955**	**100.00 %**	**$ 11,685**	**$ 914,317,967**	**100.00 %**	**$ 11,713**
By Major Object						
61 - Salary & Benefits	$ 784,240,740	87.33 %	$ 10,204	$ 800,217,815	87.52 %	$ 10,251
62 - Purchased & Contracted Services	67,103,674	7.47 %	873	65,773,652	7.19 %	843
63 - Supplies & Materials	28,680,158	3.19 %	373	31,673,298	3.46 %	406
64 - Other Operating Expenditures	14,294,233	1.59 %	186	13,656,900	1.49 %	175
65 - Debt Service	3,294,288	0.37 %	43	2,322,000	0.25 %	30
66 - Capital Outlay	391,862	0.04 %	5	674,302	0.07 %	9
Grand Total	**$ 898,004,955**	**100.00 %**	**$ 11,685**	**$ 914,317,967**	**100.00 %**	**$ 11,713**
By Functional Groups						
Instructional (11, 12, 13)	$ 563,181,196	62.71 %	$ 7,328	$ 573,488,966	62.72 %	$ 7,347
District Operations (34, 35, 51, 52, 53, 81, 93, 99)	161,926,403	18.03 %	2,107	162,356,440	17.76 %	2,080
Instructional Support (21, 23, 31, 32, 33, 36, 61)	148,136,530	16.50 %	1,928	155,731,005	17.03 %	1,995
Central Administration (41)	21,466,538	2.39 %	279	20,419,556	2.23 %	262
Debt Service (71, 72, 73)	3,294,288	0.37 %	43	2,322,000	0.25 %	30
Grand Total	**$ 898,004,955**	**100.00 %**	**$ 11,685**	**$ 914,317,967**	**100.00 %**	**$ 11,713**

Cost per student in 2026-27 is based on projected enrollment of 76,854 (PASA Moderate)
Cost per student in 2025-26 is based on enrollment of 78,060 as of PEIMS snapshot (October 2025)

SB 622, Tex. Loc Gov't Code §140.0045 (Expenditures to publish all statutorily required public notices in the newspaper by the school district or their representatives.)
Estimate FY2025-26: $5,950 / Estimate FY2026-27: $6,200

HB 1495, Tex. Loc Gov't Code §305.002 (Expenditures for "directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action as those terms are defined in Section 305.002, Government Code".)
Estimate FY2025-26: $3,041 / Estimate FY2026-27: $3,250

Fort Bend Independent School District
Debt Service Fund 2026-27 Proposed Budget
June 15, 2026

By Function	2026-27 Proposed Budget: 2026-27 Proposed Budget	2026-27 Proposed Budget: Percent	2026-27 Proposed Budget: Cost per Student	2025-26 Estimated Actual: 2025-26 Year-End Estimate	2025-26 Estimated Actual: Percent	2025-26 Estimated Actual: Cost per Student
71 - Debt Service	$ 106,295,000	54.68 %	$ 1,383	$ 109,800,000	58.22 %	$ 1,407
72 - Interest On Long Term Debt	85,926,285	44.21 %	1,118	76,667,156	40.65 %	982
73 - Bond Issuance Costs And Fees	2,155,676	1.11 %	28	2,138,386	1.13 %	27
Grand Total	**$ 194,376,961**	**100.00 %**	**$ 2,529**	**$ 188,605,542**	**100.00 %**	**$ 2,416**
61 - Salary & Benefits	$ -	0.00 %	$ -	$ -	0.00 %	$ -
62 - Purchased & Contracted Services	-	0.00 %	-	-	0.00 %	-
63 - Supplies & Materials	-	0.00 %	-	-	0.00 %	-
64 - Other Operating Expenditures	-	0.00 %	-	-	0.00 %	-
65 - Debt Service	194,376,961	100.00 %	2,529	188,605,542	100.00 %	2,416
66 - Capital Outlay	-	0.00 %	-	-	0.00 %	-
Grand Total	**$ 194,376,961**	**100.00 %**	**$ 2,529**	**$ 188,605,542**	**100.00 %**	**$ 2,416**
Instructional (11, 12, 13)	$ -	0.00 %	$ -	$ -	0.00 %	$ -
Instructional Support (21, 23, 31, 32, 33, 36	-	0.00 %	-	-	0.00 %	-
District Operations (34, 35, 51, 52, 53, 81, 9	-	0.00 %	-	-	0.00 %	-
Central Administration (41)	-	0.00 %	-	-	0.00 %	-
Debt Service (71, 72, 73)	194,376,961	100.00 %	2,529	188,605,542	100.00 %	2,416
Grand Total	**$ 194,376,961**	**100.00 %**	**$ 2,529**	**$ 188,605,542**	**100.00 %**	**$ 2,416**

Cost per student in 2026-27 is based on projected enrollment of 76,854 (PASA Moderate)
Cost per student in 2025-26 is based on enrollment of 78,060 as of PEIMS snapshot (October 2025)

Fort Bend Independent School District
Child Nutrition Fund 2026-27 Proposed Budget
June 15, 2026

By Function	2026-27 Proposed Budget: 2026-27 Proposed Budget	2026-27 Proposed Budget: Percent	2026-27 Proposed Budget: Cost per Student	2025-26 Estimated Actual: 2025-26 Year-End Estimate	2025-26 Estimated Actual: Percent	2025-26 Estimated Actual: Cost per Student
35 - Food Services	$ 43,631,341	99.96 %	$ 568	$ 43,876,467	99.96 %	$ 562
51 - Facilities Maint And Operation	15,500	0.04 %	0	15,500	0.04 %	0
Grand Total	**$ 43,646,841**	**100.00 %**	**$ 568**	**$ 43,891,967**	**100.00 %**	**$ 562**
61 - Salary & Benefits	$ 17,764,268	40.70 %	$ 231	$ 17,527,860	39.93 %	$ 225
62 - Purchased & Contracted Services	705,500	1.62 %	9	970,500	2.21 %	12
63 - Supplies & Materials	24,686,073	56.56 %	321	21,705,000	49.45 %	278
64 - Other Operating Expenditures	56,000	0.13 %	1	2,683,607	6.11 %	34
65 - Debt Service	-	0.00 %	-	-	0.00 %	-
66 - Capital Outlay	435,000	1.00 %	6	1,005,000	2.29 %	13
Grand Total	**$ 43,646,841**	**100.00 %**	**$ 568**	**$ 43,891,967**	**100.00 %**	**$ 562**
Central Administration (41)	$ -	0.00 %	$ -	$ -	0.00 %	$ -
Debt Service (71)	-	0.00 %	-	-	0.00 %	-
District Operations (34, 35, 51, 52, 53, 81, 93, 99)	43,646,841	100.00 %	568	43,891,967	100.00 %	562
Instructional (11, 12, 13)	-	0.00 %	-	-	0.00 %	-
Instructional Support (21, 23, 31, 32, 33, 36, 61)	-	0.00 %	-	-	0.00 %	-
Grand Total	**$ 43,646,841**	**100.00 %**	**$ 568**	**$ 43,891,967**	**100.00 %**	**$ 562**

Cost per student in 2026-27 is based on projected enrollment of 76,854 (PASA Moderate)
Cost per student in 2025-26 is based on enrollment of 78,060 as of PEIMS snapshot (October 2025)

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: 2025-26 Budget Amendments	
Board Policy: CE (Legal), CFR	**District Priority:** Priority 3
Department: Chief Financial Officer	
Are there related documents to be signed by the Board? NO	
☐ Administration has reviewed the final submission for this agenda item.	
☐ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval of General Fund, Child Nutrition Fund and Debt Service Fund budget amendments for 2025-2026.

Summary/Background

Local revenues are decreasing by $43.6 million, reflecting a $44.8 million reduction offset by a $1.2 million increase in interest earnings. The revenue reduction is attributable to the homestead exemption (HSE) increase from $100,000 to $140,000 and Over 65 and Disabled exemption (OA & DP) increase from $10,000 to $60,000 approved by voters in November 2025. The increases in HSE, OA and DP effectively shifted the funding responsibility from local property taxes to the state, resulting in a corresponding increase in state revenues.

State revenues are increasing by $59.5 million, comprised of the following:

- $44.8 million increase to HSE, OA and DP exemptions, as mentioned above
- $23.6 million increase due to one-time property value audit proceeds from the state for changes in property values for the 2021 and 2022 tax years
- $2.3 million increase in TRS On-Behalf contributions, with an equally corresponding increase on expenditures
- $18.0 million decrease in state revenue due to lower than projected student enrollment
- $4.7 million increase state revenue due to special education student counts exceeding original budget estimates
- $2.1 million increase in state funding for higher than anticipated career and technology, dyslexia, and transportation allotment

Expenditures are increasing by a net $9.7 million driven by the General Funds' pro-rata share in the Health Fund's deficit which totaled $14.9 million, an increase in TRS On-Behalf contributions of $2.3 million, and a $7.5 million reduction in expenditures due to the strategic management of vacant positions, as well as the Thank you supplement being split over two years versus one year. The Health

Fund expenditure is allocated among functions following the employee's functional salary. Some functional expenditures are higher due to General Fund paying all eligible employees staff retention allotment amounts versus the fund their base pay is coded to (ex: food services and community services for staff coded to Child Nutrition Fund and Extended Learning Fund respectively).

Infrequent land sales increased by $2,565,000 for land sale proceeds from Glendale Lakes and Lakeview auditorium. The Governmental Accounting Standards Board ("GASB") issued GASB 103 effective starting with fiscal year 2025-26, which requires the District to record land sales and hurricane proceeds as infrequent items as well as any related costs.

Infrequent hurricane proceeds increased by $2,506,213 for insurance revenue and Federal Emergency Management Agency federal revenue received related to past hurricane's.

Infrequent land sale costs increased $127,726 for closing costs on the above mentioned land sales.

The District will have 104 days of fund balance based on fiscal year 2026 projected expenditures. The additional days fund balance beyond the 90 days will provide funding for the fiscal year 2026-27 budget.

Fund	Function	Amended Budget	Budget Amendment	Final Budget
	Revenues			
199	57 – Local Revenues	$476,414,213	-$43,575,774	$432,838,439
199	58 – State Revenue	421,365,524	59,506,455	480,871,979
199	59 – Federal Revenues	9,002,107	75,000	9,077,107
	Total Revenue	**$906,781,844**	**$16,005,681**	**$922,787,525**
	Expenditures			
199	11 – Instruction	544,635,027	2,497,243	547,132,270
199	12 – Instructional Resource Media	8,138,499	760,900	8,899,399
199	13 – Curriculum Development	17,449,824	7,491	17,457,315
199	21 – Instructional Leadership	19,071,054	580,540	19,651,594
199	23 – School Leadership	51,855,776	3,463,487	55,319,263
199	31 – Guidance Counseling Evaluation	42,888,435	4,246,396	47,134,831
199	32 – Social Work Services	2,603,977	-109,718	2,494,259
199	33 – Health Services	10,097,727	1,095,918	11,193,645
199	34 – Student Transportation	33,070,602	-2,383,987	30,686,615
199	35 – Food Services	50,000	1,032,512	1,082,512

199	36 – Co-Curricular	17,960,470	431,518	18,391,988
199	41 – General Administrative	22,386,892	(1,967,336)	20,419,556
199	51 – Facilities Maintenance	84,958,641	2,208,009	87,166,650
199	52 – Security & Monitoring	16,570,957	(1,020,279)	15,550,678
199	53 – Data Processing	18,321,820	811,180	19,133,000
199	61 – Community Services	1,015,975	529,450	1,545,425
199	71 – Principal payments leases	4,085,839	(1,900,839)	2,185,000
199	72 – Interest Expense	-	137,000	137,000
199	81 – Facility Acquisition	488,485	360	488,845
199	93 – Payment to Member/SSA	700,000	30,000	730,000
199	99 – Other Intergovernmental charges	8,302,067	(783,927)	7,518,140
	Total Expenditures	**$904,652,067**	**$9,665,918**	**$914,317,985**
199	79 - Other Sources	2,500,000	-	2,500,000
199	89 - Other Uses	(1,807)		(1,807)
	Total Other Sources/ (Uses)	**2,498,193**	**-**	**2,498,193**
199	Unusal or infrequent-land sales	-	2,565,000	2,565,000
199	Unusal or infrequent land sale-cost	-	(127,726)	(127,726)
199	Unusal or infrequent - Hurricane	-	2,506,213	2,506,213
199	**Net Change**	**4,627,970**	**11,283,250**	**15,911,220**
	Fund Balance - Beginning	211,818,813	-	211,818,813
199	**Fund Balance - Ending**	**216,446,783**	**11,283,250**	**227,730,033**
	Number of Days Funds Balance			104 Days

Child Nutrition Fund

Administration is recommending a final budget amendment for Child Nutrition Fund for 2025-26.

- Local revenues are increasing by $576,000 due to more meals sold to students than budgeted.
- State revenues are increasing by $106,900 due to additional state funding received.
- Federal revenues are decreasing by $2,882,000 million for indirect costs paid to General Fund recorded as a reduction of federal revenue rather than expenditures as reflected in the original budget.
- Budgeted expenditures are reduced by $2,882,000 for indirect costs explained above and by $3,118,000 as a result of updated guidance from Texas Department of Agriculture allowing the Fund to maintain up to six months' average expenditures (previously limited to three months').

Fund	Function	Original Budget	Budget Amendment	Amended Budget
	Revenues			
240	57 – Local Revenues	$11,356,000	$576,000	$11,932,000
240	58 – State Revenue	195,000	106,900	301,900
240	59 – Federal Revenue	33,515,000	(2,882,000)	30,633,000
	Total Revenue	**$45,066,000**	**-$2,199,100**	**$42,866,900**
	Expenditures			
240	35 - Food Service	49,876,467	(6,000,000)	43,876,467
240	51 – Facilities	15,500	-	15,500
	Total Expenditures	**$49,891,967**	**-$6,000,000**	**$43,891,967**
	Net Change	**(4,825,967)**	**3,800,900**	**(1,025,067)**
	Fund Balance - Beginning	24,039,693	-	24,039,693
240	**Fund Balance - Ending**	**19,213,726**	**3,800,900**	**23,014,626**

Debt Service Fund

Administration is recommending a final budget amendment for Debt Service Fund for 2025-26.

Local revenues decreased $13,470,432 partially due to the increase in homestead exemptions passed in November 2025 resulting in $8,706,452 higher state revenues for the hold harmless, The remainder $4,763,980 decrease in local revenues is attributable to lower collections.

Budgeted interest expense is $3,308,972 higher because of the Commercial Paper (“CP”) $150 million debt utilized sooner than anticipated as 2023 bond program encumbrances and expenditures reached 67% of 2023 bond budget in January 2026.

Bond issuance cost decreased by $468,014 as result of lower costs than anticipated from the May 2026 debt closing issuing $200 million in new money, refunding $150 million of CP (“CP refunding”), refunding $54,100,000 of 2017A and 2018B Series Bonds (“Refunding Bonds”) as well as $106,900,000 2021B Series Bonds.

Bond proceeds and other uses increased by $160,878,935 and $159,868,766, respectively, for the Refunding Bonds and 2021B Series Bond. The District achieved net present value savings of 4.18% on the Refunding Bonds ($2,259,959 million in future debt payments saved).

Fund	Function	Original Budget	Budget Amendment	Amended Budget
	Revenues			
599	57 – Local Revenues	$163,750,432	-$13,470,432	$150,280,000
599	58 – State Revenue	19,357,332	8,706,452	28,063,784
	Total Revenue	**$183,107,764**	**-$4,763,980**	**$178,343,784**
	Expenditures			
599	71 - Principal Long-Term Debt	109,800,000	-	109,800,000
599	72 - Interest Long-Term Debt	73,358,184	3,308,972	76,667,156
599	73 - Bond Issuance Costs	2,645,093	(468,014)	2,177,079
	Total Expenditures	**$185,803,277**	**$2,840,958**	**$188,644,235**
599	Bond Proceeds/Premiums	-	160,878,935	160,878,935
599	Other Uses	-	(159,868,766)	(159,868,766)
	Net Change	**(2,695,513)**	**(6,594,769)**	**(9,290,282)**
	Fund Balance - Beginning	166,693,378	-	166,693,378
599	**Fund Balance - Ending**	**163,997,865**	**(6,594,769)**	**157,403,096**

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kelly Schlacks
Executive Director

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Fund Balance Resolution	
Board Policy: CE (Legal)	**District Priority:** Priority 3
Department: Chief Financial Officer	
Are there related documents to be signed by the Board? YES	
☐ Administration has reviewed the final submission for this agenda item.	
☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of the committed fund balance resolution.

Summary/Background

The Governmental Accounting Standards Board has issued Statement No. 54 (GASB 54) that requires that any commitment and assignment of fund balance must be done pursuant to Board action, or by the Board designating the authority for the commitment and assignment of fund balance to the Superintendent.

The Board approved the Fort Bend ISD Fiscal and Budgetary Strategy that further details the District's resolve to comply with GASB 54. The Board of Trustees has retained the authority to commit fund balance and has authorized the Superintendent to assign fund balance.

Below is a recap of committed fund balances (all are General Fund unless denoted in the table below) as of April 30, 2026, and recommended committed fund balance amounts as of June 30, 2026:

Description	Committed 03/31/26	Committed 6/30/26
Campus Activity Funds	11,215,454	TBD
Loss of State Revenue	67,300,000	64,000,000

Campus Activity Funds**:** Although campus activity funds are for the benefit of the student body of each campus, there are no legal restrictions on the funds nor are they restricted by any external party. Thus, Administration is recommending the Board maintain the committed balance, which is included in the Special Revenue Funds. The committed balance will not be known until the books are finalized for June 30, 2026. The Board will know the committed

balance when the Annual Comprehensive Financial Report is presented to the Board no later than November 2026.

Loss of State Revenue**:** As prescribed by fiscal policy, Administration is proposing to maintain a committed fund balance equal to approximately 30 days or 8.33% of the adjusted budgeted expenditures, excluding TRS on behalf, in the event that the state budget reduces funding to public education. Staff recommends the $64.0 million committed balance based on 2026-27 proposed budget General Fund expenditures.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kelly Schlacks
Executive Director-Finance

Fort Bend Independent School District
Resolution of the Fort Bend Independent School District Board of Trustees
Amending Fund Balance Policies as Required by GASB 54

WHEREAS, The Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, Fort Bend Independent School District ("FBISD") has implemented GASB Statement 54 requirements; and

WHEREAS, FBISD must report governmental fund balances per GASB 54 definitions in the balance sheet as follows: Non-spendable, Restricted, Committed, Assigned, and Unassigned; and

WHEREAS, FBISD desires to amend the Committed Fund Balances; and

WHEREAS, All commitments must be approved by formal action of the Board of Trustees (the "Board"); and

WHEREAS, once made, a commitment can only be modified or removed by the same manner of formal Board action; and

WHEREAS, the action to commit funds must occur prior to fiscal year-end in order for such commitment to be reported in the balance sheet of the respective period, even though the amount might be determined subsequent to fiscal year-end;

BE IT RESOLVED that the findings, determinations, and declarations contained in the recitals to this Resolution are hereby incorporated into the operative provisions of this Resolution;

BE IT ALSO RESOLVED that FBISD Board of Trustees hereby commits the following portions of its June 30, 2026, General Fund balance, as follows:

$64,000,000 for potential loss of state revenue;

BE IT ALSO RESOLVED that FBISD Board of Trustees commits the total fund balance of Campus Activity Funds as of June 30, 2026 reported in the Special Revenue Fund.

The above Resolution is adopted this 15th day of June, 2026.

_____ _____

Board President Board Secretary

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly	
Board Policy: DBD (Legal and Local)	**District Priority:** Priority 2
Department: Board of Trustees	
Are there related documents to be signed by the Board? NO	
☐ Administration has reviewed the final submission for this agenda item.	
☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of a Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly.

Summary/Background

TASB's Delegate Assembly will be held Friday, October 9, 2026, during txEDCON in Houston. Attending Delegate Assembly gives the board the chance to participate in the member-driven process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda and other Association business, have the opportunity to interact with other board members in our region, and earn continuing education training credit.

New this year, both the Delegate and Alternate will be permitted on the Assembly floor.

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	Meeting Date: June 8, 2026
Agenda Item Title: Review: Revision of the following Local Policies BE, BED, CE, CI, CQD, DBD, DK, EHB, EHBAA, and FDE	
Board Policy: BE, BED, CE, CI, CQD, DBD, DK, EHB, EHBAA, and FDE (Legal and Local)	**District Priority:** Priority 1
Department: Deputy Superintendent Chief of Staff Are there related documents to be signed by the Board? NO ☐ Administration has reviewed the final submission for this agenda item. ☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of proposed revisions and additions of the following local policies: BE, BED, CE, CI, CQD, DBD, DK, EHBAA, and FDE.

Summary/Background

BE – Board Meetings (TASB Update 126 in 2025)
SB 12 prompted new language at Meeting Place and Time indicated that Board Meetings will be held outside of typical work hours. Language has been adjusted at Notice to Members and Agenda Preparation to reflect HB 1522, which requires Board agendas to be posted for three business days, rather than 72 hours, before the meeting. A paragraph in the Minutes section has been removed, as the statement is true for all district records and it is not necessary to separately address retention in this policy.

BED – Board Meetings: Public Participation (TASB Update 126 in 2025)
Recommended revisions comply with SB12 requirement that public comments occur at the beginning of Board Meetings. Additional clarity provided regarding date and time of submission for request to sign up for public comment.

CE – Annual Operating Budget – TASB Suggested Revision
Updated to include wording specific to the District's Fund Balance.

CI – School Properties Disposal (TASB Update 112 from 2019)
Policy authorizes the Superintendent to declare district materials, equipment, and supplies to be unnecessary and appropriately dispose of items. The scope of this authority includes district vehicles and other district personal property. TASB recommended adding a statement that instructional materials must be disposed of in accordance with law, as the Education Code

requires the Board to determine that the materials are not needed by the district. A change clarifies that property obtained with federal funds or as federal surplus must be managed in accordance with federal law.

CQD – Technology Resources – Artificial Intelligence (TASB Update 126 in 2025)
This recommended new policy addresses artificial intelligence training requirements based on HB 150 and HB 1500, as well as the use of AI by district employees and students.

DBD – Conflict of Interest: Administrator Moonlighting (TASB Update 126 from 2025)
A new recommended section on Personal Services performed by an administrator includes language relating to administrator work from HB 3372.

DK – Assignments and Schedules – Updated per TASB Legal Guidance
Revisions include collaboration with the campus principal for approval of teacher and staff appointments to campus assignments.

EHB – Curriculum Design – Special Programs (TASB Update 124 in 2025)
The recommendations in this policy were prompted by revisions to the Administrative Code regarding compliance with rules on dyslexia and related disorders. The recommended changes specify that the district needs to also comply with the guidance in the Dyslexia Handbook and the students' admission, review, and dismissal committee decisions.

EHBAA – Special Education: Identification, Evaluation, and Eligibility (TASB Update 119 in 2022)
This policy requires the district to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TE$A policy requirements for the ongoing TEA special education cyclical monitoring reviews.

FDE – Admissions: School Safety Transfers (TASB Update 125 from 2025)
At Safe Schools Data section, "bullying" is recommended for inclusion as a transfer reason to align with the Unsafe School Choice Option Guidance Handbook.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

Philosophy

The Board believes conducting District business in open and efficient public meetings fosters integrity, transparency, and public accountability.

Meeting Place and Time

Board meetings shall be held during a time that is outside of typical work hours. [See FA(LEGAL)]

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on ~~the~~ a ~~third Monday~~third Monday Monday ~~of each month~~ at ~~6:00 p.m.~~6:00 p.m. However, the Board shall not meet on any ~~third~~ Monday that falls on a school holiday as determined by the officially adopted school calendar.

When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

An agenda review session in the form of a workshop may be held the week prior to the regular business meeting.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by ~~two~~two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or ~~two~~two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. The Board President alone may place an item on the agenda. In accordance with the Texas Open Meetings Act, no Board member may place an item on the agenda less than ~~72 hours in advance of~~three business days prior to the posted meeting except in an emergency, as provided by law.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the agenda, the Board President shall ensure that any topics the Board, the Board President, or at least two Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by at least two Board members without specific authorization from those Board members.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least ~~72 hours~~three business days prior to the scheduled ~~time~~date of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

~~Voting~~Record Vote

Voting on any item shall be ~~by voice~~a record vote~~,~~ by show of hands, ~~or~~ electronic means, or roll call, as directed by the Board President. Any member may abstain from voting on an item, and a member's vote or failure to vote shall be recorded ~~upon that member's request~~in the minutes. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

~~The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.~~[See CPC regarding retention of records.]

Meeting Format

The Board President shall direct the meeting to focus on main issues, exploring the consequences of various choices and encouraging pertinent discussion. In meetings that are properly planned and orchestrated, all routine and action items should be completed in approximately one hour. Delegations and special requests shall be heard at the appropriate time.

The Board President shall conduct the Board meetings primarily to conduct District business through Board action and encourage Board member discussion. The Board President shall conduct the meetings in such a manner as to encourage controlled audience participation on an orderly basis. [See BED]

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

Philosophy

The Board believes conducting District business in open and efficient public meetings fosters integrity, transparency, and public accountability.

Meeting Place and Time

Board meetings shall be held during a time that is outside of typical work hours. [See FA(LEGAL)]

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on a t Monday at 6:00 p.m. However, the Board shall not meet on any Monday that falls on a school holiday as determined by the officially adopted school calendar.

When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

An agenda review session in the form of a workshop may be held the week prior to the regular business meeting.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. The Board President alone may place an item on the agenda. In accordance with the Texas Open Meetings Act, no Board member may place an item on the agenda less than three business days prior to the posted meeting except in an emergency, as provided by law.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the agenda, the Board President shall ensure that any topics the Board, the Board President, or at least two Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by at least two Board members without specific authorization from those Board members.

Notice to Members Members of the Board shall be given notice of regular and special meetings at least three business days prior to the scheduled date of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Record Vote Voting on any item shall be a record vote by show of hands, electronic means, or roll call, as directed by the Board President. Any member may abstain from voting on an item, and a member's vote or failure to vote shall be recorded in the minutes. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

[See CPC regarding retention of records.]

Meeting Format The Board President shall direct the meeting to focus on main issues, exploring the consequences of various choices and encouraging pertinent discussion. In meetings that are properly planned

and orchestrated, all routine and action items should be completed in approximately one hour. Delegations and special requests shall be heard at the appropriate time.

The Board President shall conduct the Board meetings primarily to conduct District business through Board action and encourage Board member discussion. The Board President shall conduct the meetings in such a manner as to encourage controlled audience participation on an orderly basis. [See BED]

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

Philosophy

The Board believes that a forum should be provided for members of the public to express feedback and share information with the Board. Public participation at Board meetings is an important part of the community engagement process and should provide an opportunity for collaboration, partnership, and information sharing.

Participation

Public participation at a Board meeting is limited to the portion of the meeting designated to receive public comment. At all other times during a Board meeting, the audience shall not enter into discussion or comment on matters being considered by the Board, unless requested by the presiding officer.

Public comment shall occur at the beginning of the meeting. [See FA]

Regular Business Meetings: public comment shall not be limited to items on the posted agenda.

Public Hearings: public comment shall be limited to the subject matter of the hearing.

All Other Board Meetings: public comment shall be limited to items on the posted agenda.

~~Public comment shall occur before the Board considers action on agenda items.~~

Process to Participate

Except for Public Hearings, individuals who wish to participate during the portion of a meeting designated for public comment shall submit a request with the presiding officer or designee ~~before the meeting begins~~by noon on the day of the meeting as specified in the Board Operating Procedures. The request shall indicate the agenda item or topic on which the individual wishes to address the Board ~~[see BED(EXHIBIT)]~~. Staff shall provide written confirmation to individuals that have successfully registered.

Except as permitted by this policy and the Board Operating Procedures on public comment, an individual's comments to the Board shall not exceed three minutes per meeting.

Board Operating Procedures include more information outlining the process to participate in the public comment portion of the meeting.

Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board ~~or for effective meeting management~~, the presiding officer may ~~make adjustments to public comment procedures. Adjustments may include establishing an overall time limit for public comment, adjusting~~adjust the time allotted to each speaker~~, or deferring pub-~~

~~lic comment on items that are not on the agenda. When adjustments are made~~. However, no individual shall be given less than one minute to make comments.

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or make any decision regarding any subject that is not included on the agenda posted with notice of the meeting.

The Board shall not tolerate disruption of the meeting by members of the audience. The presiding officer may request assistance form law enforcement officials to have individuals removed from the meeting if the individual(s):

- Violates Board policy;
- Violates Board Operating Procedures; or
- After a warning from the presiding officer, continues to disrupt the meeting by their words or actions.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual requesting to address the Board has attempted to resolve the matter through resolution procedures established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution but shall also have the opportunity to participate in the public comment section of the meeting. The following policies describe the complaint and grievance process available to members of the District community:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

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PROPOSED REVISIONS

Fiscal Year

The District shall operate on a fiscal and statistical year beginning July 1 and ending June 30.

Budget Planning

Budget planning shall be an integral part of overall program planning so that the budget may effectively express and implement all programs and activities of the District. The budget process shall be guided by the Board-adopted Fiscal and Budgetary Strategy.

Budget planning and evaluation are continuous processes and should be a part of each month's activities.

Authorized Expenditures

The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved staffing guidelines and purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.

Budget Amendments

The Board shall amend the budget no less than quarterly and when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

Budget Meeting

The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:

1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.
2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.
3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.
4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.

Fund Balance

To keep the District in a strong financial position, it is the goal of the Board to maintain a fund balance of the general operating fund at an adequate level.

The District shall strive to maintain an assigned and unassigned fund balance in the general operating fund as outlined in the District's Fiscal and Budgetary Strategy Document.

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The Superintendent~~Superintendent or designee~~ is authorized to declare District materials, equipment, personal property such as vehicles, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, personal property such as vehicles, and supplies for fair market value. If the unnecessary property has no value, the Superintendent~~Superintendent or designee~~ may dispose of such property according to administrative discretion.

Instructional materials shall be disposed of in accordance with law. [See CMD(LEGAL)]

Property~~Items~~ obtained with federal funds or as federal surplus shall be managed in accordance with~~according to~~ federal law~~regulations~~.

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Training

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the AI training requirements.

Use in District

Employees shall be permitted to use AI tools in accordance with administrative regulations. The Superintendent shall develop appropriate operating procedures for employee use of AI and shall ensure that employees receive training on the operating procedures. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

S~~and s~~tudents shall be permitted to learn about and ~~explore~~ implement AI tools ~~and implement its use in and out of the classroom~~ in accordance with policy and administrative regulations. ~~The use of~~ AI shall only be used as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. ~~Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.~~

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. The Superintendent shall develop appropriate operating procedures for student use of AI. Any student use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

Students who use AI tools to engage in academic dishonesty; ~~deceptively~~ harm, bully, or harass others, including through deceptive means; or otherwise violate the Student Code of Conduct shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

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Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

~~Disclosure — General~~Disclosure — General Standard

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Relationships with Vendors or Bidders

Every District employee shall be required to disclose, in writing to his or her supervisor, any past or present business relationship with any vendor or bidder, regardless of nature or amount, prior to any Board action taken on a procurement in which such vendor or bidder participates. [See CH(LOCAL), CV(LOCAL)]

Specific Disclosures

Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

Interest in Property

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Annual Financial Management Report

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.

[See BBFA]

Gifts

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]

Endorsements

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

Sales

An employee shall not use his or her position with the District to attempt to sell products or services.

Purchases from Employees

The District shall not purchase services or equipment from a business owned in whole or in part by a District employee.

Purchase of services or equipment from a business owned in whole or in part by a person related to a District employee by blood (consanguinity) within the third degree or by marriage (affinity) within the second degree that results in the employee receiving compensation directly or indirectly shall be permitted only when the following occurs:

1. The District employee does not exercise discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions related to the services or equipment supplied by the business, in which case the business shall not be permitted to sell services or equipment to the District employee's department and department affiliates or campus and campus feeder pattern, as applicable, for as long as the employee continues in the department or campus position;
2. The business transaction has been approved by the Superintendent; and
3. The purchase of services and equipment has been contracted through a documented competitive process.

[See also CH(LOCAL)]

Nonschool Employment

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Private Tutoring

An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

Teachers shall not tutor their own students for pay, except during the summer months.

Personal Services Performed by an Administrator

An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.

An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

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Note: This local policy has been revised in accordance with the District's innovation plan.[1]

SUPERINTENDENT'S AUTHORITY

All personnel are employed subject to assignment and reassignment by the Superintendent ~~or designee~~ when the Superintendent determines that the assignment or reassignment is in the best interest of the District.

Assignments and reassignments may occur on an individual or group basis and may result from enrollment projections, boundary changes, campus consolidations, programmatic needs, funding allocations, new campus openings, or other operational considerations.

Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Assignment and reassignment decisions made for operational or enrollment-based reasons shall not be considered disciplinary actions and shall not be based on employee performance unless otherwise documented pursuant to applicable appraisal or disciplinary policies.

Any employee may request reassignment within the District to another position for which he or she is qualified within identified timelines. Such requests do not guarantee approval and are subject to District needs and Superintendent discretion.

DISTRICT GUIDELINES FOR SUPERVISION OF RELATIVES

A person in a supervisory position shall avoid all appearances of impropriety and shall not directly or indirectly supervise a relative. For purposes of this policy, a relative shall be defined as described in the nepotism statute. [See DBE(LEGAL) and (EXHIBIT)]

An employee, whether newly hired or considered for a reassignment, shall not be assigned by the District in any full-time, part-time, or temporary position when the employee would directly or indirectly be supervised by, or be supervisory to, a current District employee who is related to the applicant.

Direct or indirect supervision exists when the employee would, under an existing policy or procedure, be required to approve an employment action or would have authority over terms or conditions of employment of the relative.

When a person in a supervisory position who would directly or indirectly be supervised by, or be supervisory to, a relative, one of the

parties shall be transferred to another position within the District for which he or she is qualified as soon as such a position is available.

Failure to disclose a relative to the degrees listed in the nepotism statute may result in disciplinary action, up to and including termination.

MEMBERS OF THE IMMEDIATE FAMILY AND HOUSEHOLD

No employee shall initiate or participate in, directly or indirectly, decisions involving a direct benefit to members of his or her immediate family or household. Household shall include individuals regularly sharing the employee's residence.

CAMPUS ASSIGNMENTS

Principals shall provide input and recommendations regarding campus assignments and reassignments that are consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series]

In exercising their role in the assignment process, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole. Final authority for all assignments and reassignments rests with the Superintendent in collaboration with the campus principal, who shall ~~'s~~ approve~~al of~~ all teacher~~s~~ and staff appointments ~~on~~to their campus.~~or designee~~.

In accordance with the District's innovation plan and applicable administrative regulations, and to the extent permitted by state law, the Superintendent shall have the authority to approve the assignment of a non-certified educator to teach a subject or course. All such assignments shall comply with current certification requirements, ~~and~~ limitations established in state law and State Board for Educator Certification rules, and in collaboration with the campus principal, who shall approve ~~regarding approval of~~ all teacher assignments to~~s on~~ their campus. [See also DBA]

SUPPLEMENTAL DUTIES RESULTING IN STIPENDS

Noncontractual supplemental duties for which a stipend is received may be discontinued by either party at any time. Supplemental duties may also be modified, reassigned, or eliminated as part of Districtwide staffing adjustments.

An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent ~~or designee~~ in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty. [See also DEAA]

WORK CALENDARS AND SCHEDULES

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall

determine required work calendars for all employees. [See DC, EB]

Assignments and reassignments may occur during staffing adjustment windows established by the Superintendent ~~or designee~~ in alignment with budget development, enrollment projections, and operational needs.

Daily time schedules for all employees shall be determined by the Superintendent ~~or designee~~ and principals. The District may implement temporary or interim assignments as necessary to ensure continuity of operations, without creating an expectation of permanency.

[1] Innovation Plan: http://www.fortbendisd.com/innovation

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Dyslexia and Related Disorders

The District shall comply with all applicable state rules ~~and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test~~regarding students ~~for~~with dyslexia and related disorders, including the "Dyslexia Handbook" and the provision of dyslexia instruction for students with dyslexia or a related disorder as determined by the student's admission, review, and dismissal committee.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

Dyslexia and Related Disorders

The District shall comply with all applicable state rules regarding students with dyslexia and related disorders, including the "Dyslexia Handbook" and the provision of dyslexia instruction for students with dyslexia or a related disorder as determined by the student's admission, review, and dismissal committee.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

Safe Schools Data

The Superintendent or designee shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and

2. Any student who becomes a victim of one of the following ~~violent criminal offenses, as defined by the Penal Code,~~ while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:

   a. Attempted murder;

   b. Indecency with a child;

   c. Aggravated kidnapping;

   d. Aggravated assault on someone other than a District employee or volunteer;

   e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;

   f. Aggravated robbery; ~~or~~

   g. Continuous sexual abuse of a young child or disabled individual; or

   ~~g.~~h. Bullying.

School Safety Transfers

The parent of a student who becomes a victim of an violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least ten days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall com-

plete the transfer prior to the beginning of the school year, if applicable, or within ten business days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a Violent Criminal Offense

Within ten business days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall approve or disapprove the request within ten business days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

Additional Transfer Options

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer, through the Department of Student Affairs, of the parent's child or the student assailant from the same campus as outlined in FDE(LEGAL).

[For other transfer provisions, see also FDA and FDB.]

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The Superintendent or designee shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
    a. Attempted murder;
    b. Indecency with a child;
    c. Aggravated kidnapping;
    d. Aggravated assault on someone other than a District employee or volunteer;
    e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
    f. Aggravated robbery;
    g. Continuous sexual abuse of a young child or disabled individual; or
    h. Bullying.

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[For other transfer provisions, see also FDA and FDB.]

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: School Boundary Advisory Committee Membership	
Board Policy: FC (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Chief of Staff Are there related documents to be signed by the Board? NO ☐ Administration has reviewed the final submission for this agenda item. ☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval to ratify approval of new members serving on the School Boundary Advisory Committee (SBAC).

Summary/Background

Following Board approval of new members to the SBAC on May 11, 2026, two members are no longer able to serve on the committee.

The table below reflects the current SBAC membership roster with the new members recommended for consideration in bold font and yellow highlight, all other names have been previously approved by the Board and include the date of approval.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Beth Martinez
Deputy Superintendent Chief of Staff

Date of Membership:	Campus:	Designation	First Name:	Last Name:
5/11/2026	ACHS	1. Member - Elementary	Kristine	Recorvits
2/3/2025	ACHS	2. Member - Secondary	Megan	Allshouse
5/11/2026	ACHS	3. Alternate	Tiara	Derrick
12/16/2025	AHS	1. Member - Elementary	Jodi	Peduzzi
5/11/2026	AHS	2. Member - Secondary	Rachel	Elliott
5/11/2026	AHS	3. Alternate	Kristyna	Loundy
9/23/2024	BHS	1. Member - Elementary	Hakeem	Tijani
2/3/2025	BHS	2. Member - Secondary	Emily	Adams
12/16/2025	BHS	3. Alternate	Temitayo	Lewis
9/23/2024	CHS	1. Member - Elementary	Cynthia	Dees
9/23/2024	CHS	2. Member - Secondary	Elizabeth	Su
5/11/2026	CHS	3. Alternate	Shu	Rau
9/23/2024	DHS	1. Member - Elementary	Veronica	Juarez
9/23/2024	DHS	2. Member - Secondary	Sean	Ulrey
5/11/2026	DHS	3. Alternate	Lavanya	Muthaiyan
5/11/2026	EHS	1. Member - Elementary	Moorthy	Asokan
2/3/2025	EHS	2. Member - Secondary	Adeel	Akhtar
	EHS	**3. Alternate**	**Kym**	**McMorries**
12/16/2025	HHS	1. Member - Elementary	Crystal	Sergent
10/22/2025	HHS	2. Member - Secondary	Kissuth	Reamo
	HHS	3. Alternate		
9/23/2024	KHS	1. Member - Elementary	Erin	Petty Quijano
2/3/2025	KHS	2. Member - Secondary	Monica	Willis
5/11/2026	KHS	3. Alternate	Pegah	Taylor
3/24/2025	MHS	1. Member - Elementary	Stacey	Webb
9/23/2024	MHS	2. Member - Secondary	Andrea	Dalcour-Cotton
12/16/2025	MHS	3. Alternate	Jolié	Tillman
3/24/2025	RPHS	1. Member - Elementary	E Joyce Iyamu	Achebe
9/23/2024	RPHS	2. Member - Secondary	Neha	Patel
3/24/2025	RPHS	3. Alternate	Olaide	Ashimi Balogun
10/22/2025	THS	1. Member - Elementary	Meredith	Jones
9/23/2024	THS	2. Member - Secondary	Julie	Winn
12/16/2025	THS	3. Alternate	David	Alna
7/28/2025	WHS	1. Member - Elementary	Alicia	Duplechain
5/11/2026	WHS	2. Member - Secondary	Jasmine	Chatman
5/11/2026	WHS	3. Alternate	Renika	Atkins

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: 2026-27 Designated Hazardous Traffic Conditions List	
Board Policy: CNA (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations Are there related documents to be signed by the Board? YES ☒ Administration has reviewed the final submission for this agenda item. ☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of the 2026-27 Fort Bend ISD Designated Hazardous Traffic Conditions List and approval to adopt the Designated Hazardous Traffic Conditions Resolution.

Summary/Background

The Texas Education Code (TEC) 42.155 entitles funding for school districts for the transportation of students who reside two or more miles from a student's zoned campus. Students living less than two miles from the school are not eligible for regular transportation unless a hazardous condition exists. The TEC states that, "A hazardous condition exists where no walkway is provided and children must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition."

The recommended changes to the list for the 2026-27 school year are attached. Please note additions are highlighted and no routes have been removed.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Dr. Thomas Lawing
Chief Operating Officer

MEMORANDUM

Transportation

TO: Dr. Marc Smith
Superintendent of Schools

FROM: Mrs. Kathleen Brown
Deputy Superintendent, Operations

Dr. Thomas Lawing
Chief Operating Officer

DATE: April 21, 2026

RE: **Review and Approval – Designated Hazardous Traffic Conditions for the 2026–2027 School Year**

Purpose:
This memorandum provides an overview and supports Board review and approval of the Fort Bend Independent School District Designated Hazardous Traffic Conditions List for the 2026–2027 school year, as required by the Texas Education Code and Texas Education Agency (TEA) transportation funding guidelines.

Background:
Under Texas Education Code §48.151(d), school districts may receive supplemental transportation funding for students who reside within two (2) miles of their assigned campus when walking routes are determined to present hazardous traffic conditions. Students living within two miles are otherwise not eligible for regular transportation unless such conditions exist.

The Texas Education Code defines a hazardous condition as one in which no walkway is provided, and students must walk along or cross:

- A freeway or expressway
- An underpass, overpass, or bridge
- An uncontrolled major traffic artery
- An industrial or commercial area
- Or another comparable condition

Construction zones and temporary roadway changes may also be considered hazardous on an as-needed basis.

Each year, the Board of Trustees is required to adopt the District's definition of hazardous traffic conditions, and approve the specific list of designated hazardous areas for which transportation funding will be requested.

Evaluation Process:
The Transportation Department conducts hazardous route evaluations using established District criteria and TEA guidance. Reviews may be initiated annually or in response to:

- Boundary adjustments or campus consolidations
- Roadway or traffic pattern changes
- Sidewalk discontinuity or infrastructure limitations
- Construction or temporary traffic disruptions
- Parent or campus requests for reassessment

Evaluations include field reviews and consideration of pedestrian infrastructure, traffic volume, roadway configuration, speed limits, and student age.

It is important to note that walking route changes do not automatically indicate a change to the safe walk zone. Hazardous designation is based solely on defined statutory criteria—not route preference, distance alone, or convenience.

2026–2027 Updates for the 2026–2027 School Year:
The recommended Designated Hazardous Traffic Conditions List reflects targeted updates based on current roadway conditions and districtwide reviews.

Additions to the list are highlighted for Board reference. No hazardous areas have been removed as part of this update. Campuses impacted by recent closures or consolidations have been appropriately addressed to ensure alignment with current attendance boundaries.

The attached list represents locations where students would otherwise be required to walk through hazardous conditions as defined by statute.

Funding and Compliance:
Approval of the Designated Hazardous Traffic Conditions List allows the District to:

- Request supplemental state transportation funding for eligible students;
- Ensure compliance with TEA School Transportation Allotment requirements; and
- Maintain transparency and consistency in transportation eligibility decisions.

Failure to annually adopt this list would limit the district's ability to claim state funding for otherwise ineligible riders affected by hazardous conditions.

Recommendation:
Administration recommends Board review and approval of the 2026–2027 Fort Bend ISD Designated Hazardous Traffic Conditions List and adoption of the accompanying resolution, consistent with Texas Education Code requirements and District practice.

2026-2027 DESIGNATED HAZARDOUS TRAFFIC CONDITIONS

Definition of Hazardous Conditions: A Hazardous Condition exists when no walkway is provided and children must walk along or cross a freeway or expressway; an underpass or bridge; an uncontrolled major traffic artery; an industrial or commercial area; or another comparable condition. Construction areas may be considered hazardous on an as-needed basis. Schools highlighted in yellow represent changes from last year.

HIGH SCHOOLS	DESIGNATED HAZARDOUS AREAS
Grades 9 to 12	
AUSTIN:	Areas within two miles of campus south and east of Old Richmond; and all areas west of FM 1464; and Aliana Development south of West Airport Blvd. except Strafford Park Development south of Old Richmond Road
BUSH:	Areas within two miles of the campus in the Mission Bend North, Mission Bend South, Mission West and Mission Oaks subdivisions; and the area south of Beechnut Street and east of FM 1464
CLEMENTS:	Areas within two miles of the campus north of Hwy 59
CRAWFORD:	Areas west of FM 521; Huntington Place
DULLES:	Areas within two miles of campus south of Avenue E
ELKINS:	Areas within two miles of campus except for Stonebrook, Creekstone Village, and Colony Lakes
HIGHTOWER:	All areas within two miles of campus except Winfield Lakes and Teal Run subdivisions
KEMPNER:	Areas within two miles of campus except Covington Woods, Covington West, Greenbriar, Ragus Lakes, Imperial Woods, Gannoway Lakes, Sugar Mill, Imperial, Mayfield Park, Glen Laurel, The Reserve at Glen Laurel, and Woodbridge subdivisions; Advenir at Woodridge Reserve and the Enclave at Woodridge Apartments
MARSHALL:	All areas within two miles of campus
RIDGE POINT:	No hazardous areas
TRAVIS:	Areas within two miles of campus east of Harlem Rd. or north of 99
WILLOWRIDGE:	Areas within two miles of campus north of Court Road and east of South Post Oak; along and north of Mackinaw; east of Park Manor; north of Westfield and west of Rockwell

- * Denotes new areas added due to consolidations
- + Denotes “with a Crossing Guard added”

MIDDLE SCHOOLS	DESIGNATED HAZARDOUS AREAS
Grade 6 to 8	
BAINES:	Areas within two miles of campus except Bees Creek and Silver Ridge subdivisions
BOWIE:	No hazardous areas; Area within two miles of campus east of Harlem Rd. is a gray area+
COLEMAN	Areas within two miles of campus east & west of FM 521; south of McKeever Rd; Newpoint Estates (Darby Ln.); and areas along S Post Oak w/o sidewalks+
CROCKETT:	Areas within two miles of campus except Grand Mission Estates west of Mason Road and Grand Mission subdivisions
DULLES:	Areas within two miles of campus south of Avenue E
FIRST COLONY:	No hazardous areas
FORT SETTLEMENT:	No hazardous areas
GARCIA:	Areas within two miles of campus except Pheasant Creek and Summerfield subdivisions, Aliana Development south of West Airport Blvd, and Windsor Estates Development west of FM 1464 and south of West Airport Blvd and Strafford Park Development south of Old Richmond Road
HODGES BEND:	Areas within two miles of campus west of FM 1464; west of Clodine Reddick; north of Beechnut Street and west of Londres; east of Addicks Clodine. All areas within two miles of campus north of West Bellfort Street and north of Madden Road and east of FM 1464 and west of Hwy 6
LAKE OLYMPIA:	No hazardous areas
MCAULIFFE:	Areas within two miles of campus north of Court Road; east of Park Manor; east of Chimney Rock Road
MISSOURI CITY:	Areas within two miles of campus north of Hwy 90; east of Texas Pkwy; east of Moore Road; north of Grand Park Drive
QUAIL VALLEY:	Areas within two miles of campus north of Cartwright and all areas west of FM 1092
SARTARTIA:	No hazardous areas
SUGAR LAND:	No hazardous areas
THORNTON:	No hazardous areas
ELEMENTARY	**DESIGNATED HAZARDOUS AREAS**
Grades K to 5	
ALDRIDGE	Areas within two miles of campus north of east/west drainage ditch crossing Blue Ridge Rd; east of Chimney Rock; and south from the ditch south of Rockergate Dr*+
ARMSTRONG:	Areas within two miles of campus north of the American Canal; north side of Fifth St; east & west of Moore Rd & Packer Ln; and the Liberty Ridge neighborhood.*
BARRINGTON PLACE:	Areas within 2 miles of campus south of Airport; Dargill St. and Maykirk St.+

- * Denotes new areas added due to consolidations
- + Denotes “with a Crossing Guard added”

BHUCHAR:	Areas within two miles of campus west of Steep Bank Creek; Brookside, The Grove, Pebble Creek, The Landing @ Colony Lakes, and Nandina neighborhoods*+
BRAZOS BEND:	All areas within two miles of campus in the Williams Landing and Thompson Chapel subdivisions, and the apartments on New Territory Blvd.
BURTON:	Areas within two miles of campus east of S Post Oak and west of Westenfeldt Dr.
COLONY BEND:	Areas within two miles of campus in the Travis Park neighborhood*
COLONY MEADOWS:	Areas within two miles of campus north of Hwy 59
COMMONWEALTH:	No hazardous areas
CORNERSTONE:	No hazardous areas
DRABEK:	Areas within two miles of campus west of Hwy 6, north of W Bellfort*+
E.A. JONES:	Areas within two miles of campus north of Hwy 90; east of Texas Pkwy; west of Staffordshire; east of Scanlin
FERNDELL HENRY	Areas within two miles of school south of Southern Colony Ave. and west of FM 521. **Walk zone will be restored in area within 2 miles of campus, north of Southern Colony Ave.
FERGUSON:	No hazardous areas
GOODMAN:	Areas within two miles of campus west of Long Point Creek, east of S Post Oak Blvd, north of Ave C, south of W Sycamore St.
HERITAGE ROSE:	Areas within two miles of campus north of Glendale Lakes neighborhood, east and west of FM 521+
HIGHLANDS:	Areas within two miles of campus north & west of Hwy 59; along and off of Cypress Lane; and in the Sugar Creek neighborhood. *
HOLLEY:	Areas within two miles of campus west of Clodine Rd and south utility easement behind Crooked Arrow Dr.*
HUNTERS GLEN:	Areas within two miles of campus east of Texas Parkway and north of Cartwright Rd and west of the drainage easement behind Turtle Creek Dr (Quail Green Sec 1 & 2); Quail Vista Dr & Green Quail Dr.*
JORDAN:	Areas within two miles of campus north of Beechnut Street, west of Westmoor Dr., east of Harlem Rd.*+
LAKEVIEW:	Areas within two miles of campus in the Imperial subdivision+
LANTERN LANE:	Areas within two miles of campus along Hawks Road; north of FM 2234*
LEONETTI:	No hazardous areas
LEXINGTON CREEK:	No hazardous areas*+

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MADDEN:	This school is relocating for SY 26-27, there will be no walk zone.
MALALA:	Areas within two miles of campus north of West Airport Blvd; east of Westmoor Dr; west of Grand Parkway*
MEADOWS:	Areas within two miles of campus south of West Airport Blvd; west of Dairy Ashford
MISSION:	Areas within two miles of campus west of Clodine Rd; north of Bellaire Blvd and east of Addicks-Clodine Rd.*
NEILL:	No hazardous areas
OAKLAND:	Areas within two miles of campus except Waterside Estates subdivision
OYSTER CREEK:	Areas within two miles of campus except Village of Oak Lake subdivision between Old Richmond and FM 1464
PALMER:	Areas within 2 miles of campus south of Lake Olympia Pkwy in the Parkview Village and Sunrise Bay subdivisions; north of Lake Olympia Pkwy in the Mustang Crossing and Crescent Oak Village subdivisions
PARKS:	Areas within two miles of campus east of California Street
PATTERSON:	Areas within 2 miles of campus south of Beechnut Street except Grand Vista subdivision
PECAN GROVE:	The areas within 2 miles of campus for the last ¼ mile of Timothy Lane, inclusive of Lola Lane and Watkins Street (outside of the Pecan Grove subdivision)
QUAIL VALLEY:	Areas within two miles of campus except the Quail Village Town Homes
RIDGEMONT:	No hazardous areas
SCANLAN OAKS:	Areas within two miles of campus east of Outer Banks Ln & north of Shipmans Landing Dr.; along Five Oaks Dr.; and Deer Run @ Shipmans Landing neighborhood*+
SCHIFF:	No hazardous areas
SEGUIN:	Areas within two miles of campus south of Clodine Area ditch and west of the N/S Center Point utility lines.*
SETTLERS WAY:	Areas within two miles of campus east of the N/S Levee; south along Brazos Bend Dr; east & west on Chappel Hill Dr & Bellmead Dr.; and the Auburn Heights neighborhood*+
SIENNA CROSSING:	Areas within two miles of campus north of Old Woods Passage; north of McKeever
SULLIVAN:	Areas within two miles of campus east of LJ Parkway and south of Hagerson Road; areas west of Brazos River Trail
TOWNEWEST:	Areas within two miles of campus north of Bissonnet St and west of Hwy 6; Oak Bend Forest Street*+
WALKER STATION:	No hazardous areas

- * Denotes new areas added due to consolidations
- + Denotes “with a Crossing Guard added”

RESOLUTION OF THE
FORT BEND INDEPENDENT SCHOOL DISTRICT BOARD REGARDING
HAZARDOUS TRAFFIC CONDITIONS

WHEREAS, Education Code 48.151(d) allows the Board of Trustees of Fort Bend Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

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

WHEREAS, the Board acknowledges the Education Code 48.151(d-1) provisions stating that a hazardous condition exists where no walkway is provided and students must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition;

NOW, THEREFORE, be it resolved that:

The Board of Trustees of Fort Bend Independent School District has defined hazardous traffic conditions in the same manner as stated in Education Code 48.151(d-1), and has identified the attached specific hazardous areas in which such conditions exist.

ADOPTED THIS 15th DAY OF June 2026.

FORT BEND INDEPENDENT SCHOOL DISTRICT

By:_____
President, Board of Trustees

Attest:_____
Secretary, Board of Trustees

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: 2025-26 Low Attendance Waiver	
Board Policy: BF(Legal)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval of low attendance waiver and granting the superintendent authority to approve and submit all necessary waiver requests for the 2025-26 school year.

Summary/Background

FBISD is seeking approval of the following low attendance day waivers.

- Safety 2 Campuses (2 days total)

On January 27, 2026, Ridgegate ES reported low attendance due to weather and safety issues with transportation due to the freeze.

On April 10, 2026, Crockett MS incurred low attendance due to an anonymous letter sent to parents entitled "See Something, Say Something" that related to a threat to the campus.

The following table provides the attendance rate on the date needing attendance approval, the 2024-25 SY overall attendance, and the difference for each impacted campus.

Campus Number	Campus Name	Date Needing Attendance Approval	Reason	2024-2025 Overall Attendance %	Attendance on Impacted Date %	Difference %
116	Ridgegate ES	01/27/2026	Weather	93.62%	80.15&	13.47%
053	Crockett MS	04/10/2026	Safety	95.57%	85.06%	10.51%

Background

Under the current state school finance system, general fund revenue (both state aid and local levy) has a direct relationship to student average daily attendance (ADA). "Refined" ADA is a calculation of the number of days attended by all students in a six-week period divided by the number of days taught. The results for all six-week periods in a school year are then added together and divided by six. The refined ADA is further weighted for special services/programs, and the resulting Weighted Average Daily Attendance (WADA) determines how much total revenue districts earn for operations.

The Texas Education Agency (TEA) has a process which allows a district to apply for waivers to have instructional days with attendance at least ten (10) percentage points below the last school year's average attendance [due to weather, health, safety issues, or other] be removed from Average Daily Attendance (ADA) calculations for that school year. Waivers are also available for missed instructional days due to a campus being forced to close for the same reasons. These waivers assist districts by lessening the impact of low attendance rates on the funding earned.

A district can request a waiver for low attendance or missed instructional days for the entire district or a specific campus. If the low attendance waiver is for the entire district, then the district must use the previous year's ADA as the benchmark. If it is for an individual campus, the previous year's campus ADA is used. TEA requires approval by the Board of Trustees prior to submission of waiver days. After the Board approval, an application for the waiver days will be submitted using TEA's automated waiver application system.

The summer Public Information Management System (PEIMS) data files are used to determine final, accumulated school year funding from TEA. If the waiver is approved, this data file should not include low attendance days. Although TEA will accept these Board-approved waivers on or before July 31, the District student PEIMS data file should be completed on or before the June PEIMS summer submission to the State.

Recommended by:

Dr. Marc Smith
Superintendent

Submitted by:
Kathleen Brown
Deputy Superintendent Operations

Long Pham
Chief Information Officer

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: CHS Orchestra International Travel	
Board Policy: FMG	**District Priority:** Priority 2
Department: Deputy Superintendent Teaching & Learning	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval of international travel by Williams P. Clements High School Orchestra student musicians to travel to Japan.

Summary/Background

An exchange trip to Japan will provide our Clements Orchestra students with a unique opportunity to expand their musicianship through exposure to new performance styles and traditions. The Clements Orchestra students will be able to collaborate and perform in a shared concert with their international peers, which will help develop stronger ensemble skills, adaptability, and confidence. Immersion in Japanese culture will also deepen their global awareness and foster respect for diverse perspectives. These experiences extend beyond the classroom, helping students grow both artistically and personally while creating meaningful, lasting connections.

Our trip will potentially include 60 or more Clements Orchestra students of all grades and ability levels. We will prepare approximately 30 minutes of string orchestra literature, including music written by Japanese composers. While in Japan, the ensemble will have the opportunity to perform twice on the trip, once in Kyoto and once in Tokyo.

We are in collaboration with KI Concerts as our tour company. KI Concerts is a full-service tour company with a proven history of successful trips and performances. They utilize a global team that curates performance opportunities that are embedded with local community ensembles, including student orchestras, to provide meaningful experiences for all groups. Our

performances in Kyoto and Tokyo will be collaborative experiences with Japanese orchestras from local schools, universities, or community ensembles.
The trip will take place over FBISD Spring Break in March 2028. As the 2027-2028 calendar has not been finalized and approved, our current speculation is that students will leave on Friday, March 10, 2028, and return during Spring Break on March 18, 2028. Dates will be adjusted as needed when the calendar is finalized for the 2027-2028 school year.

Students will be accompanied by Neal Springer and Sally Kirk, the Clements Orchestra directors, who have both previously traveled with FBISD students to Central Europe (2018), Japan (2023) and United Kingdom (2024). Other chaperones will be Tara Baker (CHS Principal) and two other FBISD orchestra directors, who are yet to be determined. Parents and family of orchestra students can also sign up to travel. The approximate cost of the trip per student or parent is $5,250. This price is subject to change depending on number of enrolled students and cost of airfare. Each student and parent are responsible for the entire financial obligation of the trip.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent Teaching and Learning

Dr. Andria Schur
Chief of Schools

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: 2026-2027 Student Code of Conduct	
Board Policy: FO (Legal)	**District Priority:** Priority 2
Department: Deputy Superintendent Teaching & Learning Are there related documents to be signed by the Board? Choose Item ☒ Administration has reviewed the final submission for this agenda item. ☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of the Student Code of Conduct for the 2026-2027 school year.

Summary/Background

Chapter 37 of the Texas Education Code mandates that the Board of Trustees adopt a Student Code of Conduct (SCC). The SCC provides methods and options for managing behavior and disciplining students in the classroom, on school grounds, and at school-related events. The SCC provides guidance for campus administrators to address behavior and assign consequences in a fair and equitable manner in accordance with Chapter 37 and the Texas Education Data Standards (TEDS) Appendix E. The SCC also provides clarity for students and parents about offenses that require mandatory placement outside of the classroom and those in which campus and District administrators may exercise discretion.

To ensure fluidity throughout, the Administration held multiple focus groups comprised of students, parents, community members, principals, assistant principals, and Campus Behavior Coordinators. The feedback gathered from stakeholders was instrumental in revising, reorganizing, and adding more clarity of processes and verbiage to provide a more comprehensible Student Code of Conduct. The Administration has also made changes based on the definitions and coding updates outlined in TEDS Appendix E related to state discipline data reporting.

The following revisions were additionally made to the proposed 2026-2027 Student Code of Conduct:

Stakeholder Groups:

- Board of Trustees
- Campus Behavior Coordinator – CBC

- District Discipline Advisory Committee - DDAC
- Department of School Leadership – DSL
- Department of Student Affairs – DSA

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

Lisa Langston
Executive Director of Student Affairs

FORT BEND INDEPENDENT SCHOOL DISTRICT

Student Code of Conduct

2026
2027













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CORE BELIEFS AND COMMITMENTS

Core Belief 1: All students can reach their full potential.
Commitment: Fort Bend ISD will provide an educational system that will enable all students to reach their full potential.

Core Belief 2: We believe student success is best achieved…

…through effective teachers that inspire learning.
Commitment: Fort Bend ISD will recruit, develop and retain effective teachers.

…in a supportive climate and safe environment.
Commitment: Fort Bend ISD will provide a supportive climate and a safe learning/working environment.

…by empowered and effective leaders throughout the system.
Commitment: Fort Bend ISD will provide and promote leadership development at all levels.

…in a well-functioning, high-performing community of learners.
Commitment: Fort Bend ISD will be a collaborative, efficient and effective learning community.

MISSION AND VISION

MISSION

Fort Bend ISD exists to inspire and equip all students to pursue futures beyond what they can imagine.

VISION

Fort Bend ISD will graduate students who exhibit the attributes of the District's Profile of a Graduate.

DISTRICT PRIORITIES

DISTRICT PRIORITY 1

Increase successful student outcomes through enhanced learning opportunities.

Goal 1: By 2028, 80% of all students, at every campus, in grades 3, 5, 8, and 10 will grow at least one year in reading as indicated by NWEA Map Growth Measures.

Goal 2: For the class of 2026, the percentage of graduates that meet the criteria for CCMR will increase from 65% to 90%.

DISTRICT PRIORITY 2

Create and sustain a culture and climate of professionalism, accountability, and communication (PAC) where stakeholders (students, parents, and staff) are valued, inspired, and engaged.

Goal 1: By 2027, FBISD will increase overall staff satisfaction with the district from 73% to 85% through an organizational focus on the principles of the PAC as measured by the District Culture and Climate Survey.

Goal 2: By 2027, FBISD will increase overall secondary student engagement in schools from 78% to 85%, as evidenced by students indicating they feel good about being in school on the District Student Engagement Survey.

Goal 3: By 2027, FBISD will increase parent satisfaction with FBISD schools from 80% to 85% evidenced by parents indicating the quality of their child's school as excellent or good through an organizational focus on the principles of the PAC as measured by the District Culture and Climate Survey.

DISTRICT PRIORITY 3

Exhibit financial responsibility through transparent budgeting processes and effective management of resources aligned to the district strategic plan.

Goal 1: By June 2025, FBISD will review 100% of the key revenue drivers with the Board and align all funding with the district strategic plan.

Goal 2: By 2027, ensure efficient staffing in all areas of the organization including campuses and departments.

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Fort Bend Independent School District (FBISD)

Student Code of Conduct

2026 - 2027

If you have difficulty accessing the information in this document because of disability, please contact the Department of Student Affairs at 281-327-2829 or email at Student.Affairs@fortbendisd.gov for assistance.

Quick Reference Guide

Bullying

Procedures for investigating and responding to bullying allegations.

Cellphone Policy

Campus-specific or district-wide rules for student device use.

Disciplinary Alternative Education Program (DAEP/JJAEP) Placement

Guidelines for student placements in alternative education settings.

Discipline Decision Appeals

Process for parents/students to appeal disciplinary decisions.

Discipline Offenses and Consequence Charts

Provides tiered consequences aligned to elementary, middle, and high school levels.

Formal Teacher Removal

Outlines the standards the formal removal of a student from class

Student Dress Code

Policy outlining acceptable attire and appearance standards.

Student Searches

Guidelines for lawful, reasonable searches of student property or person.

Student Threat Assessment

Protocol for evaluating and responding to student threats of harm to self or others.

Title IX Investigations & Sexual Harassment

Procedures for responding to allegations of sexual harassment or discrimination.

Commonly Used Acronyms

The Student Code of Conduct contains various terms and referenced acronyms related to discipline. Commonly used acronyms are listed below to help better understand the content included in the Code.

AP	Assistant Principal
ARD	Admission, Review, and Dismissal
BIP	Behavior Improvement Plan
BSS	Behavior Support Services
CBC	Campus Behavior Coordinator
CBD	Cannabidiol
CPS	Child Protective Services
CSTAT	Campus Student Threat Assessment Team
CTE	Career and Technical Education
DA	District Attorney
DAEP	Disciplinary Alternative Education Program
DEP	District Expulsion Program
DSA	Department of Student Affairs
DSL	Department of School Leadership
DSTAT	District Student Threat Assessment Team
FBA	Functional Behavior Assessment
FORR	First Offense Rise Response
IDEA	Individual with Disabilities Education Act
IEP	Individualized Education Program
ISS	In-School Suspension
JJAEP	Juvenile Justice Alternative Education Program
OSS	Out-of-School Suspension
MDR	Manifestation Determination Review
MTSS	Multi-Tiered System of Support
PEIMS	Public Education Information Management System
PSUU	Possession, Sell, Use, Under the Influence
RISE	Resilience, Intervention, Support, and Empowerment
SCC	Student Code of Conduct
SEL	Social Emotional Learning
SRO	School Resource Officer
SST	Student Support Team
TEC	Texas Education Code
TEDS	Texas Education Data Standards
THC	Tetrahydrocannabinol

Student Code of Conduct Definitions

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:

- Causes serious bodily injury to another;
- Uses or exhibits a deadly weapon; or
- 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:
  - 65 years of age or older, or
  - A disabled person.

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

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

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

- Starting a fire or causing an explosion with intent to destroy or damage:
  - Any vegetation, fence, or structure on open-space land; or
  - Any building, habitation, or vehicle:
    - Knowing that it is within the limits of an incorporated city or town;
    - Knowing that it is insured against damage or destruction;
    - Knowing that it is subject to a mortgage or other security interest;
    - Knowing that it is located on property belonging to another;
    - Knowing that it has located within it property belonging to another; or
    - 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.
- 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
- Intentionally starting a fire or causing an explosion and in so doing:
  - Recklessly damaging or destroying a building belonging to another; or
  - Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as when a person intentionally, knowingly, or recklessly causes bodily injury to another person. An assault must involve a victim and a perpetrator(s) and the victim must receive bodily injury. If these criteria are not met, then the proper category would be **Other Student Code of Conduct Violation** (Action Reason Code 21).

Bodily Injury means physical pain, illness, or any impairment of physical condition. Texas Penal Code § 1.07 (8)

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 by *Texas Education Code 37.0832* 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 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; or
- Infringes on the rights of the victim at school.

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

- 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;
- 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
- 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.

Cheating is defined as giving or receiving information or help on a test; plagiarizing or representing another person's work as their own, possession of any unauthorized material during a test; copying another student's assignment or knowingly allowing another unauthorized student to copy from his/her assignment; working with others on a project that is meant to be done individually; unauthorized possession of test or quiz questions and/or answer sheets; completing an assignment, test or quiz on behalf of another student; submitting duplicate work; having someone else complete an assignment, test, or quiz on behalf of the student, accessing a teacher edition, or other examples of academic dishonesty. Using electronic devices to send or receive information as described above or utilizing Artificial Intelligence (AI) to represent a student's original work is also classified as cheating.

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.

Continued/Repeated Non-PEIMS reportable violations are repeated documented level 1 offenses.

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.

Disruptive Activities is a student alone or in concert with others, intentionally engages in disruptive activity on the campus or property of any private or public school.

Disruption of Classes While on school property or on public property within 500 feet of school property, alone or in concert with others, intentionally disrupts the conduct of classes or other school activities.

Disruptive Behavior is when a student engages in behavior causing an interruption in a class or activity. Disruption includes but is not limited to sustained yelling; screaming; noise created with objects; horseplay or roughhousing; off-task behavior that impedes on other people's ability to learn, and/or sustained non-compliant out-of-seat behavior that distracts from student learning.

Disruption of the Educational Environment is defined as conduct by students either in or out of class which for any reason — whether because of time, place, or manner of behavior— materially disrupts classwork or involves substantial disorder or invasion of the rights of others is prohibited. For purposes of this rule, "school property" shall include the public school campuses or school grounds or buildings used by the District schools for assemblies or other school-related activities, and "public property" includes any street, highway, alley, public park, or sidewalk. No person shall be permitted, on school property or on public property within 300 feet of school property, to intentionally disrupt, alone or in concert with others, the conduct of classes or other school activities. Conduct which disrupts the educational activities of a school includes:

- Emissions by means of noise of an intensity that prevents or hinders classroom instruction;

- Enticement or attempted enticement of students away from classes or other school activities that students are required to attend;
- Prevention or attempted prevention of students from attending classes or other school activities that students are required to attend; and
- Entrance into a classroom without consent of either the principal or the teacher and either through acts of misconduct and/or use of loud or profane language causing disruption of class activities.

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.

Extortion/coercion/blackmail is making an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, or force.

Failure to Complete Assigned Discipline is when a student refuses to complete an assigned disciplinary action.

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:

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

False Document is when a student presents false documents or misrepresents parent notice.

Fighting/Mutual Combat is mutual intentional participation in a physical altercation. Includes but is not limited to pushing, hitting, kicking, shoving, pinching, punching, and other intentional physical confrontations. Threatening interactions or antagonistic behavior prior to the encounter will not be considered as self-defense.

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

- 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;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
- Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Gambling is an agreement to win or lose something of value solely or partially by chance.

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:

- Conduct that meets the definition established in district policies DIA (LOCAL) and FFH (LOCAL);
- 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
- 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:
  - Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - 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;
  - 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;
  - Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
  - 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.
  - 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;
  - Making a telephone call and intentionally failing to hang up or disengage the connection;
  - Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section.
  - 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:

- 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; or

- 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 by Education Code 37.001 (3) as a list of people targeted to be harmed, using: (A) a firearm, as defined by Section 46.01(3), Penal Code; (B) a knife, as defined by Section 46.01(7), Penal Code; or (C) any other object to be used with intent to cause bodily harm.

Horseplay is defined as rough or boisterous play.

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.

Inappropriate Familiarity is any inappropriate or unduly intimate or informal conduct between students including kissing or inappropriate touching with consent.

Inappropriate Physical Contact (i.e. hitting, grabbing) is intentionally or knowingly causes physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive or provocative. (Texas Penal Code, Title V, Chapter 22, Section 22.01)

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.

Insubordination is when a student engages in refusal to follow directions or talks back.

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

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

Leaving school is defined as leaving the campus without authorization, permission, or following appropriate campus protocols.

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

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

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

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

Multi-Tiered System of Supports is a proactive multi-level prevention system of academic and behavioral tiered support for all students.

Non DAEP Threat- A transient threat which is a threat not meeting the level to cause fear as determined by a campus or district threat assessment.

Obscene Gesture is when a movement or position of the body, especially of the hands or arms that is considered exceedingly offensive or vulgar.

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

Peer Conflict is a controversy, quarrel, or struggle between two or more people who appear to have different goals or desires. It is normal for students to not always agree with each other about what they think or what they want to do. Often, peer conflicts arise suddenly because students of the same relative amount of power see the same situation from two different points of view.

When students are in conflict, the incident is usually two-sided – each student is being aggressive towards the other one. In bullying, it tends to be one-sided.

Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, glasses, or any other electronic device capable of telecommunication or digital communication.

Possess/Sell/Use Over Counter Medicine- Possession, under the influence, or distributing over the counter medicine.

Possess/Sell/Use Look Alike Drug In possession of or distributing a substance that appears or is presented as a controlled substance.

Possess/Sell/Use Matches or Lighter Use/possession of combustibles-Student is/was in possession of substances/objects readily capable of causing bodily harm and/or property damage(matches, lighters, firecrackers, gasoline, and lighter fluid).

Possession means actual care, custody, control, or management. In regard to drugs and alcohol, a student may also be considered in possession by means of consumption. A student shall be considered to be in possession of any amount of a substance or object prohibited or regulated by this Student Code of Conduct if the substance or object is:

- On the student's person or in the student's personal property, including but not limited to the student's clothing, purse, book bag, backpack, or briefcase;
- In any private vehicle driven by the student to or from school or school-related activities, including but not limited to, an automobile, truck, motorcycle, or bicycle; or
- Personal communication devices or electronic devices; or
- In any school property used by the student, including but not limited to, a locker or a desk.

Additionally, a student's self-admission to the possession of a prohibited substance or object at school or at a school-related activity is considered to have been in possession for the purpose of assessing school disciplinary consequences. Students should be cautious about holding on to items, distributing items, or placing items in their lockers for other students.

Profanity- Student delivers verbal messages that include swearing, name calling, or use of words in an inappropriate way.

Prohibited weapon under Penal Code 46.05(a) means:

- 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 machine gun;
    - Armor-piercing ammunition;

- A chemical dispensing device;
- A zip gun;
- A tire deflation device; or
- An improvised explosive device.
- A firearm silencer or suppressor

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, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Restorative Practices is defined as an approach that helps strengthen relationships, build community, and prevent conflict. It is a way of being, thinking, interacting, teaching and learning centered around building relationships.

Robbery/Theft/Stealing (non-felony) is taking money or personal property without permission.

Safety Rule Violation- Level 1 offense that creates potential for harm to student's safety. This type of violation refers to a breach of a safety standard, regulation, policy, or rule created to ensure the safety of campus students and staff.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself. To claim self-defense, the student must (1) be without fault in provoking the encounter, (2) not act as aggressor, (3) overtly expresses a reluctance to engage in mutual combat and (4) use the minimum force required to remove himself or herself from immediate danger or harm. Actions that escalate or continue the encounter will not be considered self-defense. Threatening interactions or antagonistic behavior prior to the encounter will not be considered as self-defense.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Serious bullying TEC Sec.37.0052 (b) defines bullying behavior as:
(1)engages in bullying that encourages a student to die by suicide;
(2) incites violence against a student through group bullying; or
(3)releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent

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 1.0, 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 of district employee.

Serious offense or persistent misbehavior includes, but is not limited to:

- Behavior identified by the district as grounds for discretionary DAEP placement;
- Actions or demonstrations that substantially disrupt or materially interfere with school activities;
- Repeated or severe Insubordination;
- Repeated Profanity, vulgar language, or obscene gestures;
- Repeatedly leaving school grounds without permission;
- Falsification of records, passes, or other school-related documents;
- Refusal to accept discipline assigned by the teacher or principal;
- Continued/repeated PEIMS reportable violations;
- Extortion/Coercion/Blackmail;
- Possession/Distribution of pornographic materials;
- Possession of a knife blade <5.5 inches;
- Vandalism;
- Inappropriate physical contact with criminal referral;
- Possesses/conspiring to possess explosives/explosive devices;
- Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.;
- Making/ Assisting with making a false alarm or report non-emergency response deployed;
- Aggressive, disruptive behavior (assault Class C misdemeanor);
- Unauthorized us/intentional misuse of computer soft/hardware;
- Assault (no bodily harm) with threat of imminent bodily injury; or
- Assault by offensive or provocative physical contact.

Sexting is defined as the practice of sending sexually suggestive, nude, or partially nude photographs and/or sexually explicit messages electronically.

Sexual harassment is defined as conduct that is so severe, pervasive, and objectively offensive that it can be said to deprive the victim of access to the educational opportunities or benefits provided by the school. Sexual harassment does not include simple acts of teasing and name- calling among school children, even when the comments target differences in gender. (Teasing or name-calling is disciplined based on the seriousness of the offense as specified on the discipline charts.) If a student believes he/she has been sexually harassed, the student or the student's parents should report the incident to any of the following: principal, assistant principal, counselor, or the District's Title IX Coordinator, or the Director of Human Resources.

If a student's conduct is offensive and unwelcome, campus administrators will determine how the conduct should be disciplined in accordance with the District's Discipline Management Plan and Student Code of Conduct. Consequences for misbehavior classified as sexual harassment apply to students of all ages.

Sexual misconduct is misconduct of a sexual nature that is of lesser offense than sexual harassment and other Title IX behaviors. These behaviors may include but are not limited to non-consensual groping, offensive sexually charged statements, unwanted sexual advances that do not meet criteria for Title IX offenses, statements or comments sexual in nature that a reasonable person would deem as offensive.

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.

SK-Skipping a Class- Student leaves or misses class without permission.

Tardies- Student arrives at class after the bell (or signal that class has started).

Personal Communication device is defined as items such as, but not limited to, cell phones, smart phones, smart watches, electronic readers, glasses, and laptops with the capability of sending and receiving messages or information, and any related accessories including but not limited to wires, headphones, and ear clips.

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

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- 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;
- Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- 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;
- Felony assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;

- Improper relationship between educator and student under Section 21.12;
- Indecency with a child under Section 21.11;
- Injury to a child, elderly individual or disabled individual under Section 22.04;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- 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.

Trauma Informed Practice is defined as a strength-based framework grounded in an understanding of and responsiveness to the impact of trauma.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily ingesting or introducing into one's body, a prohibited substance, by any means.

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 substance.

General Information

Anti-Discrimination

The district does not discriminate against students on the basis of race, sex, national origin, disability, religion, color, or ethnicity when enforcing the provisions of this Code.

Accessibility

If you have difficulty accessing the information in this document because of a disability, please contact The Department of Student Affairs at 281-327-2829 or email Student.Affairs@fortbendisd.gov.

Purpose

The Student Code of Conduct ("Code"), as required by Chapter 37 of the Texas Education Code (TEC), provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

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This Student Code of Conduct has been adopted by the FBISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code shall be posted not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report at each school campus or shall be available for review at the campus principal's office.

Additionally, the Code shall be available at the campus behavior coordinator's (CBC) office and posted on the district's website www.fortbendisd.gov. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code and the Student/Parent Handbook, the Code shall prevail.

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

School District Authority and Jurisdiction

In adopting this Student Code of Conduct (SCC or this Code), the Board of Trustees has established rules, guidelines and procedures to further support a safe learning environment for all students. The SCC includes information regarding the district-wide behavior management plan, descriptions of prohibited conduct, the disciplinary options, methods, and consequences for preventing and addressing student misconduct and the process the district will follow when administering disciplinary consequences.

Students may be subject to campus, classroom including online learning platforms, such as Schoology, Edgenuity, or other forms of distance learning, transportation, extracurricular, and/or organizational rules in addition to those found in this Code. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in conduct that is not specifically addressed in this Code, the student may still be disciplined if the conduct disrupts or interferes with the educational process, learning environment, or school safety.

The SCC remains in effect during summer school and at all school related events and activities outside the school year until an updated version becomes effective for the next school year. If there is a conflict between the SCC and the Student/Parent Handbook, the terms of this Code will control. If there is a conflict between this Code and another District policy, the more recently adopted policy will control.

The SCC is posted on the district's website and is available at each FBISD school in the office of the campus principal or Campus Behavior Coordinator (CBC). District policies referenced in this Code are arranged in the Board Policy Manual posted on the FBISD website. School rules and Code establish the district's authority to administer discipline and 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:

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

Campus Behavior Coordinator

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, the associate principal at the secondary level or any other campus administrator selected by the principal at the elementary level. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of Chapter 37, Subchapter A are appropriately implemented. The CBC is primarily responsible for maintaining student discipline.

The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team:

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

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

Contact information may be found on the *Fort Bend ISD website, under the Department of Student Affairs* webpage.

Department of Student Affairs (DSA)

The Superintendent has established the Department of Student Affairs (DSA) as a resource for students and parents/guardians to understand the expectations and rules governing student conduct, and as a liaison with campus administrators to ensure the fair and equitable application of discipline for misconduct as outlined in this Code. Under the direction of the Executive Director for Student Affairs, the DSA shall provide regular training to campus administrators on this Code, monitor trends and patterns of student misconduct, and respond to student/parent complaints and appeals concerning student discipline.

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 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 or in violation of the Code of Conduct.

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

Certain acts of misconduct may constitute criminal offenses in addition to violations of this Code. The CBC, school administrators, or District employees shall report crimes as required by law and shall contact local law enforcement regarding suspected criminal activity. The CBC or school administrators will cooperate with law enforcement regarding any potential criminal activity occurring on campus, within 300 feet of campus, or at a school related or school-sponsored event. Because school discipline is independent of criminal proceedings, disciplinary consequences may not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding. Further, criminal charges may be referred to the Fort Bend County District Attorney (DA) by law enforcement. Referral to the DA is a function of law enforcement and not a function of school-based discipline. The campus should consult with the Department of Student Affairs when considering DAEP/expulsions for offenses committed off-campus

Criminal Charges or Classifications

If a student is charged with a crime or engages in conduct punishable as or that contains the elements of a crime for which disciplinary actions are mandated by law, the student may be disciplined based on the law enforcement officer's classification and/or the criminal charge(s) accepted by the county district attorney (DA). Certain offenses require mandatory removal to a disciplinary alternative education program (DAEP) and while others require mandatory expulsion to a juvenile justice alternative education program (JJAEP). In some circumstances, a student may be arrested for an offense which initially requires mandatory removal to a DAEP; however, after completion of the criminal investigation, if charges are upgraded to an offense classified as an expellable offense, the school will be required to recommend expulsion based upon the officer's classification or charges being filed. Since school discipline does not have to meet the same standards of evidence as law enforcement, the disciplinary assignment is not reduced or dropped based on the outcome of the criminal case which might include a motion to dismiss, deferred adjudication, deferred prosecution, etc.

In addition, there are certain criminal charges (see pages 61-68), which occur off-campus at non-school-sponsored or non-school-related events for which the district is required to remove the student from the regular classroom setting. Upon notification from a law enforcement agency that such a crime has been committed, the school will recommend appropriate disciplinary actions. If the charges for one of these off-campus offenses are later reduced or dropped and documentation of the reduction can be provided, the district will reconsider the disciplinary action. If the charges remain and the student receives deferred adjudication or deferred prosecution, the student will be required to complete the disciplinary assignment.

Security Personnel

To ensure the security and protection of students, staff, and property, the board utilizes district police officers and/or security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to these persons. The law enforcement duties of district peace officers are listed in policy CKE (LOCAL).

District police officers are educators first as they have the opportunity to positively interact with students and contribute to a positive culture and climate. Police officers employed by the district shall have all the powers, privileges, and immunities. A district police officer shall perform law enforcement duties for the school district that must include protecting the safety and welfare of any person in the jurisdiction of the police officer and the property of the school district.

In determining the law enforcement duties, the board shall coordinate with district campus behavior coordinators and other district employees to ensure that district police officers are tasked only with duties related to law enforcement intervention and not tasked with behavioral or administrative duties better addressed by other district employees. All behavioral and administrative duties shall remain the responsibility of the CBC and the campus administration.

Questioning of Students by Outside Authorities

When law enforcement officers or other lawful authorities such as CPS wish to question or interview a student at school, the principal or designee will cooperate fully regarding the conditions of the interview if the questioning or interview is part of a child abuse investigation. See policy GRA (Local).

In other circumstances:

- The principal shall verify and record the identity of the officer or other authority and request an explanation of the need to question or interview the student at school;
- The principal ordinarily shall make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the interviewer raises what the principal considers to be a valid objection to the notification, parents will not be notified. Failure or inability to notify the parents or other persons having lawful control of the student will not ordinarily prevent or delay questioning by law enforcement officials. The principal or designee will notify parents of the questioning, absent any reasonable objections from the interviewer;
- The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer raises what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence; such as in a case including a criminal investigation;
- It is the police officer's responsibility to inform the student of his/her rights (Miranda Warning) when required by law. Once a police officer begins questioning a student, all responsibility for such questioning rests with the police officer.

It should be noted that, when Fort Bend ISD police officers are working with school officials or on their behalf to investigate school-related behaviors or concerns, students are not generally entitled to be read their rights ("Miranda Warnings") unless the students are under arrest during such questioning.

Fort Bend ISD will not impede the questioning of a student by a law enforcement officer who has a subpoena, court order, warrant, or directive to apprehend, or who is willing to take the child into custody and remove the child from campus for investigation regarding a non-school-related matter under Texas Family Code 52.01.

In case of removal from the campus, the law enforcement officer will be requested to follow campus procedures for checking the student out of school. However, absent one of these provisions, school personnel will request that, prior to allowing an interview for non-school-related matters, parental permission must be obtained.

Fort Bend ISD will also not impede a CPS investigation and will allow CPS case workers or law enforcement officers to question students related to a reported claim of child abuse.

Use of Trained Dogs

Students and guardians are advised that the district has adopted a policy on the use of trained dogs, as outlined below, which specifically provides that: Lockers, classrooms and common areas may be sniffed by trained dogs at any time when students are not present. Vehicles parked on school property may be sniffed by trained dogs at any time. A student in possession of contraband shall be subject to appropriate disciplinary action in accordance with this Code.

The district shall use specifically trained non-aggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances and alcohol. See policy FNF (Legal). This program is implemented to prevent drug and alcohol use in District schools, with the

objective of maintaining a safe learning environment conducive to education. Use of trained dogs shall be unannounced and shall not be used to search students. The dogs shall be used to sniff classrooms, common areas, areas around student lockers, and where student vehicles are parked on school property. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials.

Metal Detectors

In order to maintain a safe and secure learning environment in the District's DAEP (Disciplinary Alternative Education Program), students shall be notified when assigned to DAEP that they shall be subject to metal detector searches when entering each day.

"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.

Participation 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. If it is determined by the administration that any senior, during the final grading period, participates in an activity on school property or in connection with any school sponsored activity that violated this Code including, but not limited to, "senior pranks", in addition to being subject to disciplinary consequences may, at the discretion of the Superintendent or the Assistant Superintendent of Secondary Schools, be prohibited from participating in year-end graduation ceremonies. This includes, but is not limited to, commencement, prom, and Pro-Grad as well as other senior privileges. Upon approval from the Superintendent or Assistant Superintendent of Secondary Schools, the campus principal shall notify parents/guardians if it is determined the student will not participate in any or all graduation activities.

Disqualification from Graduation Activities

If a senior is charged with a felony violation of the Penal Code, and the Superintendent or Assistant Superintendent of Secondary Schools has a reasonable belief that a criminal violation has occurred, the student, in addition to being subject to disciplinary consequences specified in this Code, shall be automatically disqualified from participating in graduation ceremonies, including commencement, prom and Pro-Grad. It is important to note the difference between a charge and a referral. A referral is a notice to the District Attorney or other prosecutor recommending a criminal investigation. A charge is a formal accusation made by a governmental authority (usually a grand jury) finding that based upon the evidence presented to it, there is probable cause to believe that a crime has been committed by a criminal suspect. For a student who is referred for a felony or misdemeanor and charges are expected, and there is reasonable belief that a criminal offense has occurred, approval for non-participation in graduation activities must be given by the Superintendent or designee. The campus principal shall notify parents/guardians if determined that the student will not participate in any or all graduation activities.

Student Speakers at Graduation

Students eligible to have a speaking role 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 associated with academic dishonesty or have resulted in an in-school or out-of-school suspension, removal to a DAEP, or expulsion during the school year immediately preceding graduation. See policy FMH (LOCAL).

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry 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), 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 60 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; and
- Adhere to the requirements of the Student Code of Conduct.

Behavior Management Techniques

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

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. Students identified under SPED or 504 are not excluded from the expectations of the SCC and are not exempt from appropriate disciplinary actions. 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 the Education Code, a student who receives special education services may not be disciplined in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (See definitions) until an ARD committee meeting has been held to review the conduct and the offense is not a manifestation of the student's disability.

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.

School personnel may remove a student with a disability who violates a student Code of Conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those alternatives are applied to children without disabilities. 20 U.S.C. 1415(k)(1) (B); 34C.F.R. 300.530(b)(1), see policy FOF (Legal).

Discipline of Students in Special Programs

Students eligible for services under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 are subject to discipline in accordance with those laws. Except as provided by law, a student who receives special education services may not be disciplined in a manner that is a change of placement for conduct prohibited by this Code until after an ARD has been held to review the conduct and determined the behavior is not a manifestation of the student's disability. See policy FOF (LEGAL) 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. For more information, please review the Special Education Administrative Procedures posted on the district's website or contact the Executive Director of Special Education and Learning Support Services. If the district takes disciplinary action that constitutes a change of placement for a student with a disability, the district has 10 days after the change in placement to:

- Seek consent from the parent to conduct a functional behavior assessment (FBA) if the student has never had an FBA or the existing FBA is more than one year old,
- Review any previous FBAs and/or behavior intervention improvement plans (BIPS), and
- Develop a BIP or revise the existing one, as necessary
- If an offense includes an alleged aggressor with disabilities, support services and safety measures such as separation of alleged aggressor and alleged targeted student will be put in place pending special education case manager review.

In addition to statutory requirements for an ARD committee to conduct a manifestation determination before a student is removed for more than ten (10) days, the law states that an ARD committee must be convened specifically to review a special education student's conduct prior to assessing a disciplinary consequence for bullying, harassment, or making hit lists.

Behavior Interventions and Corrective Techniques

Interventions and Behavior Management practices may be used to correct the misbehavior. If a student displays maladaptive behaviors, behavioral supports would be added a s opposed to practices that invoke exclusionary measures with less additional supports. Students develop self-discipline and coping strategies that deter future misconduct and fosters stronger relationships between the students and staff. Behavior Management practices is a whole- school, relational approach to building school climate and addressing student behavior that fosters belonging over exclusion, social engagement over control, and meaningful accountability over punishment.

Consequences should be tailored to address individual circumstances. Low-level student misconduct is best addressed within a classroom setting. This model maintains a positive

learning environment and affords students opportunities to learn from their mistakes, repair harm, and restore relationships disrupted by their inappropriate behavior. We encourage the implementation of lower-level interventions before proceeding to most intensive interventions that may result in classroom removals.

The following behavior management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Phone call to the parent/guardian;
- 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;
- Parent-administrator 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;
- 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;
- Schedule changes In-School suspension, as specified in In-School Suspension on page;
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 53;
- In-school suspension, as specified in In-School Suspension.
- Placement in a DAEP, as specified in **DAEP** on page 55;
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 62;
- Expulsion, as specified in **Expulsion** on page 63. 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 but are not limited to:

- 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 campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator shall send written notification by U.S. Mail or verified e-mail account. If the campus behavior coordinator 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/guardians regarding disciplinary measures should be addressed to the teacher, CBC or campus administration. Depending on the discipline assigned, different complaint

procedures may apply. See policy FNG (Local) and policy FOD (Local). Timelines for filing appeals stated in policy will be enforced.

Appeals initiated by a student or parent/guardian regarding the process used for a DAEP placement or an expulsion decision, such as issues related to the disciplinary conference or proper notice being provided, should be addressed in accordance with policy FNG (Local) and policy FOC (Legal), restating sections of the TEC, Chapter 37 and the Penal Code. Appeals shall begin at Level One with the Department of Student Affairs. The policy may be obtained from the DSA or the District's website. Disciplinary consequences shall not be delayed or deferred pending the outcome of an appeal. Further, the decision cannot be appealed beyond the Board.

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).

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 policy FFH (Legal) and (LOCAL).

Discipline Offenses by Level

Disciplinary actions will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude or disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct and the effect of the misconduct on the school environment. Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense. In deciding whether to order In-school suspension, the campus behavior coordinator shall take into consideration:

- Self-defense (See definitions);
- 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.

See policy FO (LEGAL) and FO (LOCAL)

Students identified as homeless or who are enrolled in a grade level below third grade may not be placed in out-of-school suspension unless while on school property or while attending school sponsored or school-related activity on or off school property the student engages in: 1. Conduct that contains the elements of an offense related to weapons; 2. Conduct that contains the elements of a violent offense; 3. Selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug or an alcoholic beverage. **Any level III or IV offenses require consultation with an Assistant Superintendent.

Commonly used acronyms can be found on page 5.

Discipline Offenses by Level K-2

These are usually first time or rare occurrences of the offense, however, repeated instances of these offenses could result in a harsher consequence such as ISS/OSS. It is recommended that campuses consult with a MTSS team member to determine appropriate interventions that could deter persistent student misconduct.

Level 1 Offenses (K-2)

Most Common Offense Codes with Available Actions		**Potential Disciplinary Actions**				
	(DAEP and Expulsion are not an option)					
These offenses are more appropriately handled with *School Based Strategies such as:* • Behavior contract • Change Seat • Cooling-off Time • Counseling/ mediation • Referral to office/court • Verbal Correction	**Additional action options:** Assigned School Duties, Confiscation, Contact w/ Parent, Restorative Conference/Chat, Counseling by Staff, Detention, Parent Conference, Restorative Circle, Restricted Bus Privileges, Withdrawal of Privileges, Student Conference	**ISS**	**OSS**	**DAEP**	**DEP**	**JJAEP**
Bus Misconduct	✓					
Cheating	✓					
Disruptive Behavior	✓					
Dress Code	✓					
Exhibit Inappropriate Familiarity *(e.g. kissing/touching)*	✓					
Horseplay	✓					
Failure to wear or present Student ID	✓					
Leaving School	✓					
Minor Acceptable User Policy (AUP) Violation *(e.g. playing games)*	✓					
Safety Rule Violation	✓					
Skipping a Class	✓					
Tardies	✓					
Truancy Warning Letter Student Affairs Only	✓					
Use of Personal Communication Device (grade 2 only)	✓					

Level 2 Offenses (K-2)

Most Common Offense Codes with Available Actions	**Potential Disciplinary Actions**					
	Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.					
	ISS Recommended *DAEP is discretionary.* *Expulsions are not an option.* *Multiple actions may be assigned.*					
	ISS	**OSS**	**DAEP**	**DEP**	**JJAEP**	***Supplemental* options and School Based Strategies** (May be used *in addition* to other actions; not alone)
Bullying *(documented)*	✓					✓
Bus Misconduct Serious	✓					✓
Coercion/Extortion	✓					✓
Computer/Technology Misuse	✓					✓
Continued/Repeat Non-PEIMS reportable violations	✓					✓
Cyberbullying *(documented)*	✓					✓
Dating Violence	✓					✓
Derogatory Statement	✓					✓
Disrupting Educational Environment	✓					✓
Failure to Comply with Assigned Discipline	✓					✓
False Document	✓					✓
Gambling	✓					✓
Harassment *(documented)*	✓					✓
Inappropriate Physical Contact	✓					✓
Insubordination	✓					✓
Look Alike Weapon	✓					✓
Non DAEP Threat	✓					✓
Obscene Gesture	✓					✓
Permanent Teacher Removal – TEC 37.002	✓					✓
Pornographic Materials	✓					✓
Possess/Sell Look Alike Drug	✓					✓
Possess/Use Matches or Lighter	✓					✓
Profanity	✓					✓
PUID Over Counter Medicine	✓					✓
Fighting or Mutual Combat	✓					✓
Theft/Stealing *(non-felony)*	✓					✓
Repeated or severe insubordination	✓					✓
Repeated Use of Personal Communication Device (grade 2 only)	✓					✓
Repeatedly leaving school grounds without permission	✓					✓
Robbery (non-felony)	✓					✓
Serious Use of Personal Communication Device (Grade 2 only)	✓					✓
Unauthorized us/intentional misuse of computer soft/hardware	✓					✓

Level 2 Offenses (Continued)

	ISS	OSS	DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used *in addition* to other actions; not alone)
Sexual Harassment (documented)	✓					✓
Sexual Misconduct (documented)	✓					✓
Vandalism	✓					✓
Violation of a Stay Away Agreement	✓					✓
Violation of a Stay Away Agreement with Physical Altercation	✓					✓
Weapons Age <6yrs	✓					✓
Serious Offenses: *(see definitions)* Common Serious offenses include:	✓					✓
•Aggressive, disruptive behavior *(assault Class C misdemeanor)*	✓					✓
• Assault *(no bodily harm)* with threat of imminent bodily injury	✓					✓
• Assault by offensive or provocative physical contact	✓					✓
• Continued/repeated PEIMS reportable violations	✓					✓
• Extortion/Coercion/Blackmail	✓					✓
• Falsification of records/school related documents	✓					✓
• Inappropriate physical contact with criminal referral	✓					✓
• Knife blade <5.5 inches	✓					✓
•Making/ Assisting with making a false alarm or report non-emergency response deployed	✓					✓
• Possesses/conspiring to possess explosives/explosive devices	✓					✓
•Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.	✓					✓
• Possession/Distribution of pornographic materials	✓					✓

*Supplemental action options include: Assigned School Duties, Confiscation, Contact w/ Parent, Restorative Conference/Chat, Counseling by Staff, Detention, Grade Reduction up to and including a grade of zero for Cheating, Parent Conference, Restorative Circle, Restricted of Bus Privileges, Withdrawal of Privileges, Student Conference.

*School Based Strategies include: Behavior contract, Change Seat, Cooling-off Time, Counseling/ mediation, Referral to office/court, Verbal Correction.

Discipline Offenses by Level 3-5

Level 1 Offenses (3-5)

These are usually first time or rare occurrences of the offense; however, repeated instances of these offenses could result in a harsher consequence such as ISS/OSS. It is recommended that campuses consult with a MTSS team member to determine appropriate interventions that could deter persistent student misconduct.

Most Common Offense Codes with Available Actions		**Potential Disciplinary Actions**				
	DAEP and Expulsion are not an option. Multiple actions may be assigned for an offense.					
These offenses are more appropriately handled with *School Based Strategies such as:* • Behavior contract • Change Seat • Cooling-off Time • Counseling/ mediation • Referral to office/court • Verbal Correction	**Additional action options:** Assigned School Duties, Confiscation, Contact w/ Parent, , Counseling by Staff, Detention, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference, Student Safety Plan	**ISS**	**OSS**	**DAEP**	**DEP**	**JJAEP**
Bus Misconduct	✓					
Disruptive Behavior	✓					
Dress Code	✓					
Exhibit Inappropriate Familiarity *(e.g. kissing/touching)*	✓					
Horseplay	✓					
Failure to wear or present Student ID	✓					
Leaving the classroom without permission	✓					
Minor Acceptable User Policy (AUP) Violation *(e.g. playing games)*	✓					
Safety Rule Violation	✓					
Skipping a Class	✓					
Tardies	✓					
Truancy Warning Letter Student Affairs Only	✓					
Use of Personal Communication Device (Third offense)	✓					

Level 2 Offenses (3-5)

Most Common Offense Codes with Available Actions						
	Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.					
	OSS Recommended for severe or repeated offenses *Multiple actions may be assigned.*					
	ISS	**OSS**	****DAEP**	**DEP**	**JJAEP**	***Supplemental* options and School Based Strategies** (May be used *in addition* to other actions; not alone)
Bullying *(documented)*	✓	✓	Discretionary			✓
Bus Misconduct Serious	✓	✓	Discretionary			✓
Cheating	✓	✓				✓
Coercion/Extortion	✓	✓	Discretionary			✓
Computer/Technology Misuse	✓	✓	Discretionary			✓
Continued/Repeat Non-PEIMS reportable violations	✓	✓				✓
Cyberbullying *(documented)*	✓	✓	Discretionary			✓
Dating Violence	✓	✓	Discretionary			✓
Derogatory Statement	✓	✓				✓
Disrupting Educational Environment	✓	✓				✓
Failure to Comply with Assigned Discipline	✓	✓	Discretionary			✓
False Document	✓	✓				✓
Gambling	✓	✓				✓
Harassment *(documented)*	✓	✓				✓
Inappropriate Physical Contact	✓	✓				✓
Insubordination	✓	✓				✓
Look Alike Weapon	✓	✓				✓
Leaving School	✓	✓				✓
Non DAEP Threat	✓	✓				✓
Obscene Gesture	✓	✓				✓
Permanent Teacher Removal – TEC 37.002	✓	✓				✓
Pornographic Materials	✓	✓				✓
Possess/Sell Look Alike Drug	✓	✓				✓
Possess/Use Matches or Lighter	✓	✓				✓
Profanity	✓	✓				✓
PUID Over Counter Medicine	✓	✓				✓
Fighting or Mutual Combat	✓	✓	Discretionary			✓
Theft/Stealing *(non-felony)*	✓	✓	Discretionary			✓
Repeated or severe insubordination	✓	✓	Discretionary			✓
Repeated Use of Personal Communication Device (Fourth Offense)	✓					✓
Repeatedly leaving school grounds without permission	✓	✓	Discretionary			✓
Robbery (non-felony)	✓	✓	Discretionary			✓
Serious Use of Personal Communication Device (Fifth Offense and Beyond)		✓				✓

Level 2 Offenses Continued (3-5)

	ISS	OSS	DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used *in addition* to other actions; not alone)
Unauthorized use/intentional misuse of computer soft/hardware	✓	✓	Discretionary			✓
Sexual Harassment (documented)	✓	✓	Discretionary			✓
Sexual Misconduct (documented)	✓	✓	Discretionary			✓
Vandalism	✓	✓	Discretionary			✓
Violation of a Stay Away Agreement	✓	✓				✓
Violation of a Stay Away Agreement with Physical Altercation	✓	✓	Discretionary			✓
Serious Offenses: *(see definitions)* Common Serious offenses include:	✓	✓	Discretionary			✓
•Aggressive, disruptive behavior *(assault Class C misdemeanor)*	✓	✓	Discretionary			✓
• Assault *(no bodily harm)* with threat of imminent bodily injury	✓	✓	Discretionary			✓
• Assault by offensive or provocative physical contact	✓	✓	Discretionary			✓
• Continued/repeated PEIMS reportable violations	✓	✓	Discretionary			✓
• Extortion/Coercion/Blackmail	✓	✓	Discretionary			✓
• Falsification of records/school related documents	✓	✓	Discretionary			✓
• Inappropriate physical contact with criminal referral	✓	✓	Discretionary			✓
• Knife blade <5.5 inches	✓	✓	Discretionary			✓
•Making/ Assisting with making a false alarm or report; non-emergency response deployed	✓	✓	Discretionary			✓
•Possesses/conspiring to possess explosives/explosive devices not rising to a Level 3 and 4 prohibited weapon offense, i.e., firecrackers, poppers	✓	✓	Discretionary			✓
•Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.	✓	✓	Discretionary			✓
• Possession/Distribution of pornographic materials	✓	✓	Discretionary			✓
Vaping with THC*	✓	✓	Mandatory			✓
Vaping with no THC* First Offense and Second Offense	✓					✓
Vaping with no THC* Third Offense and Beyond	✓	✓	Discretionary			✓

****Repeated Level II Offenses that substantially disrupt the educational environment and/or safety of the campus, may result in a discretionary DAEP placement – even if blacked out above.**

*Supplemental action options include: Assigned School Duties, Confiscation, Contact w/ Parent, Counseling by Staff, Detention, Grade Reduction up to and including a grade of zero for Cheating, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference.

*School Based Strategies include: Behavior contract, Change Seat, Cooling-off Time, Counseling/ mediation, Referral to office/court, Verbal Correction.

Level 3 and 4 Offenses (3-5)

Most Common Offense Codes with Available Actions	**Potential Disciplinary Actions**					
	Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.					
	Mandatory ISS, OSS, and up to DAEP or Expulsion as indicated					
	ISS	**OSS**	**DAEP**	**DEP**	**JJAEP**	***Supplemental* options and School Based Strategies** (May be used *in addition* to other actions; not alone)
Abuse of Volatile Chemical	✓	✓	Mandatory	Discretionary	Discretionary	✓
Aggravated Assault against Non-School District Employee	✓	✓			Mandatory	✓
Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Aggravated Kidnapping	✓	✓			Mandatory	✓
Aggravated Robbery	✓	✓			Mandatory	✓
Arson	✓	✓		Discretionary	Mandatory	✓
Assault against School District Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓
Assault against Someone other than School District Employee	✓	✓	Mandatory	Discretionary		✓
Breach of Computer Security	✓	✓		Discretionary	Discretionary	✓
Brought Firearm to School	✓	✓			Mandatory	✓
Conduct Containing Elements of An Offense Relating to Prohibited Weapons	✓	✓			Mandatory	✓
Conduct punishable as a Felony	✓	✓	Mandatory			✓
Conduct/Off Campus/Not School Related Sponsored for Felony offenses in Title 5	✓	✓	Mandatory	Discretionary	Discretionary	✓
Conduct Off Campus/Not School Related Sponsored for Felony offenses not in Title 5	✓	✓	Discretionary	Discretionary	Discretionary	✓
Continuous Sexual Abuse of Young Child or Children	✓	✓			Mandatory	✓
Criminal Mischief – Felony Violation	✓	✓		Discretionary	Discretionary	✓
Criminally Negligent Homicide	✓	✓			Mandatory	✓
Disruptive Activities (On campus)	✓	✓	Discretionary			✓
Disruption of Classes	✓	✓	Discretionary			✓
Emergency Placement/Expulsion	✓	✓	Discretionary	Discretionary	Discretionary	✓
Engages in Deadly Conduct	✓	✓	Discretionary	Discretionary	Discretionary	✓
False Alarm/False Report	✓	✓	Mandatory	Discretionary	Discretionary	✓
Felony Alcohol Violation	✓	✓			Mandatory	✓
Felony Controlled Substance Violation	✓	✓			Mandatory	✓
Harassment against an employee of the school district under Penal Code 42.07,	✓	✓	Mandatory			✓
Indecency with a Child	✓	✓			Mandatory	✓
Manslaughter	✓	✓			Mandatory	✓
Murder, Capital Murder, Criminal Attempt to Commit Murder or Capital Murder	✓	✓			Mandatory	✓
PSUU Cigarette or Tobacco product as defined in the Health and Safety Code	✓	✓				✓
PSUU Alcohol	✓	✓	Mandatory	Discretionary	Discretionary	✓
PSUU Marijuana or Controlled Substance or Dangerous Drug	✓	✓	Mandatory	Discretionary	Discretionary	✓
Public Lewdness or Indecent Exposure	✓	✓	Mandatory	Discretionary	Discretionary	✓
Retaliation Against School Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓

Level 3 and 4 Offenses Continued (3-5)

	ISS	OSS	DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used *in addition* to other actions; not alone)
Serious Bullying- TEC 37.0052	✓	✓	Discretionary	Discretionary	Discretionary	✓
Serious Misbehavior while expelled to/placed in a DAEP	✓	✓	Mandatory	Discretionary	Discretionary	✓
Sexual Assault or Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Sexual Assault or Aggravated Sexual Assault against Someone other than School District	✓	✓			Mandatory	✓
Student Required to Register as a Sex Offender – Not Under Court Supervision	✓	✓	Discretionary			
Student Required to Register as a Sex Offender – Under Court Supervision	✓	✓	Mandatory	Discretionary	Discretionary	✓
Terroristic Threat	✓	✓	Mandatory	Discretionary	Discretionary	✓
Unlawful Carry of a Location Restricted Knife	✓	✓		Mandatory		✓

* Students may be eligible for the First Offense R.I.S.E program. Campus Administrators will notify students of eligibility.

Discipline Offenses by Level (Secondary)

Level 1 Offenses (Secondary)

These are usually first time or rare occurrences of the offense, however, repeated instances of these offenses could result in a harsher consequence such as ISS/OSS. It is recommended that campuses consult with a MTSS team member to determine appropriate interventions that could deter persistent student misconduct.

Most Common Offense Codes with Available Actions		**Potential Disciplinary Actions**				
	DAEP and Expulsion are not an option. *Multiple actions may be assigned for an offense.*					
These offenses are more appropriately handled with *School Based Strategies such as:* • Behavior contract • Change Seat • Cooling-off Time • Counseling/ mediation • Referral to office/court • Verbal Correction	**Additional action options:** Assigned School Duties, Confiscation, Contact w/ Parent, , Counseling by Staff, Detention, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference	**ISS**	**OSS**	**DAEP**	**DEP**	**JJAEP**
Bus Misconduct	✓					
Disruptive Behavior	✓					
Dress Code	✓					
Exhibit Inappropriate Familiarity *(e.g. kissing/touching)*	✓					
Failure to wear or present Student ID	✓					
Horseplay	✓					
Minor Acceptable User Policy (AUP) Violation *(e.g. playing games)*	✓					
Safety Rule Violation	✓					
Sale of non-district sponsored items	✓					
Skipping a Class	✓					
Tardies	✓					
Truancy Warning Letter Student Affairs Only	✓					
Use of Personal Communication Device (Third Offense)	✓					

Level 2 Offenses (Secondary)

Most Common Offense Codes with Available Actions	**Potential Disciplinary Actions**					
	Outline denotes presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.					
	ISS/OSS *OSS Recommended for severe or repeated offenses* *DAEP is discretionary.* *Expulsions are not an option.* *Multiple actions may be assigned.*					
	ISS	**OSS**	****DAEP**	**DEP**	**JJAEP**	***Supplemental* options and School Based Strategies** (May be used *in addition* to other actions; not alone)
Bullying *(documented)*	✓	✓	Discretionary			✓
Bus Misconduct Serious	✓	✓	Discretionary			✓
Cheating	✓	✓				✓
Coercion/Extortion	✓	✓	Discretionary			✓
Computer/Technology Misuse	✓	✓	Discretionary			✓
Continued/Repeat Non-PEIMS reportable violations	✓	✓				✓
Cyberbullying *(documented)*	✓	✓	Discretionary			✓
Dating Violence	✓	✓	Discretionary			✓
Derogatory Statement	✓	✓				✓
Disrupting Educational Environment	✓	✓				✓
Failure to Comply with Assigned Discipline	✓	✓	Discretionary			✓
False Document	✓	✓				✓
Gambling	✓	✓				✓
Harassment *(documented)*	✓	✓				✓
Inappropriate Physical Contact	✓	✓				✓
Insubordination	✓	✓				✓
Leaving School	✓	✓				✓
Look Alike Weapon	✓	✓				✓
Non DAEP Threat	✓	✓				✓
Obscene Gesture	✓	✓				✓
Permanent Teacher Removal – TEC 37.002	✓	✓				✓
Pornographic Materials	✓	✓				✓
Possess/Sell Look Alike Drug	✓	✓				✓
Possess/Use Matches or Lighter	✓	✓				✓
Profanity	✓	✓				✓
PUID Over Counter Medicine	✓	✓				✓
Fighting or Mutual Combat	✓	✓	Discretionary			✓
Theft/Stealing *(non-felony)*	✓	✓	Discretionary			✓
Repeated or severe insubordination	✓	✓	Discretionary			✓
Repeated Use of Personal Communication Device (Fourth Offense)	✓					✓
Repeatedly leaving school grounds without permission	✓	✓	Discretionary			✓
Robbery (non-felony)	✓	✓	Discretionary			✓
Serious Use of Personal Communication Device (Fifth Offense and Beyond)		✓				✓

Level 2 Offenses Continued (Secondary)

	ISS	OSS	DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used *in addition* to other actions; not alone)
Unauthorized use/intentional misuse of computer soft/hardware	✓	✓	Discretionary			✓
Sexual Harassment (documented)	✓	✓	Discretionary			✓
Sexual Misconduct (documented)	✓	✓	Discretionary			✓
Vandalism	✓	✓	Discretionary			✓
Violation of a Stay Away Agreement	✓	✓				✓
Violation of a Stay Away Agreement with Physical Altercation	✓	✓	Discretionary			✓
Serious Offenses: *(see definitions)* Common Serious offenses include:	✓	✓	Discretionary			✓
•Aggressive, disruptive behavior *(assault Class C misdemeanor)*	✓	✓	Discretionary			✓
•Assault *(no bodily harm)* with threat of imminent bodily injury	✓	✓	Discretionary			✓
•Assault by offensive or provocative physical contact	✓	✓	Discretionary			✓
• Continued/repeated PEIMS reportable violations	✓	✓	Discretionary			✓
• Extortion/Coercion/Blackmail	✓	✓	Discretionary			✓
• Falsification of records/school related documents	✓	✓	Discretionary			✓
•Inappropriate physical contact with criminal referral	✓	✓	Discretionary			✓
• Knife blade <5.5 inches	✓	✓	Discretionary			✓
•Making/ Assisting with making a false alarm or report non- emergency response deployed	✓	✓	Discretionary			✓
•Possesses/conspiring to possess explosives/explosive devices not rising to a Level 3 and 4 prohibited weapon offense, i.e., firecrackers, poppers	✓	✓	Discretionary			✓
•Possession or use of a stun gun/device, pepper spray, BB/air gun, etc.	✓	✓	Discretionary			✓
• Possession/Distribution of pornographic materials	✓	✓	Discretionary			✓
Vaping with THC*	✓	✓	Mandatory			✓
Vaping with no THC* First Offense and Second Offense	✓					✓
Vaping with no THC* Third Offense and Beyond	✓	✓	Discretionary			✓

****Repeated Level II Offenses that substantially disrupt the educational environment and/or safety of the campus, may result in a discretionary DAEP placement – even if blacked out above.**

*Supplemental action options include: Assigned School Duties, Confiscation, Contact w/ Parent, , Counseling by Staff, Detention, Grade Reduction up to and including a grade of zero for Cheating, Parent Conference, , Restricted Bus Privileges, Withdrawal of Privileges, Student Conference.

*School Based Strategies include: Behavior contract, Change Seat, Cooling-off Time, Counseling/ mediation, Referral to office/court, Verbal Correction.

Level 3 and 4 Offenses (Secondary)

Most Common Offense Codes with Available Actions	**Potential Disciplinary Actions**					
	Outline denotes minimum presumed disciplinary consequence, prior to consideration of any applicable mitigating factors or extenuating circumstances.					
	Mandatory ISS, OSS, and up to DAEP or Expulsion as indicated					
	ISS	**OSS**	**DAEP**	**DEP**	**JJAEP**	***Supplemental* options and School Based Strategies** (May be used *in addition* to other actions; not alone)
Abuse of Volatile Chemical	✓	✓	Mandatory	Discretionary	Discretionary	✓
Aggravated Assault against Non-School District Employee	✓	✓			Mandatory	✓
Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Aggravated Kidnapping	✓	✓			Mandatory	✓
Aggravated Robbery	✓	✓			Mandatory	✓
Arson	✓	✓			Mandatory	✓
Assault against School District Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓
Assault against Someone other than School District Employee	✓	✓	Mandatory	Discretionary		✓
Breach of Computer Security	✓	✓		Discretionary	Discretionary	✓
Brought Firearm to School	✓	✓			Mandatory	✓
Conduct Containing Elements of An Offense Relating to Prohibited Weapons	✓	✓			Mandatory	✓
Conduct punishable as a Felony	✓	✓	Mandatory	Discretionary		✓
Conduct/Off Campus/Not School Related Sponsored for Felony offenses in Title 5	✓	✓	Mandatory	Discretionary	Discretionary	✓
Conduct Off Campus/Not School Related Sponsored for Felony offenses not in Title 5	✓	✓	Discretionary			✓
Continuous Sexual Abuse of Young Child or Children	✓	✓			Mandatory	✓
Criminal Mischief – Felony Violation	✓	✓		Discretionary	Discretionary	✓
Criminally Negligent Homicide	✓	✓			Mandatory	✓
Disruptive Activities (On campus)	✓	✓	Discretionary			✓
Disruption of Classes (On school property or public property within 500 feet of school property)	✓	✓	Discretionary			
Emergency Placement/Expulsion	✓	✓	Discretionary	Discretionary	Discretionary	✓
Engages in Deadly Conduct	✓	✓	Mandatory	Discretionary	Discretionary	✓
False Alarm/False Report	✓	✓	Mandatory	Discretionary	Discretionary	✓
Felony Alcohol Violation	✓	✓			Mandatory	✓
Felony Controlled Substance Violation	✓	✓			Mandatory	✓
Harassment against an employee of the school district under Penal Code 42.07,	✓	✓	Mandatory			✓
Indecency with a Child	✓	✓			Mandatory	✓
Manslaughter	✓	✓			Mandatory	✓
Murder, Capital Murder, Criminal Attempt to Commit Murder or Capital Murder	✓	✓			Mandatory	✓
PSUU Cigarette or Tobacco product as defined in the Health and Safety Code	✓	✓				✓
PSUU Alcohol	✓	✓	Mandatory	Discretionary	Discretionary	✓
PSUU Marijuana or Controlled Substance or Dangerous Drug	✓	✓	Mandatory	Discretionary	Discretionary	✓
Public Lewdness or Indecent Exposure	✓	✓	Mandatory	Discretionary	Discretionary	✓
Retaliation Against School Employee	✓	✓	Mandatory	Discretionary	Discretionary	✓
Serious Bullying- TEC 37.0052	✓	✓	Discretionary	Discretionary	Discretionary	✓

Level 3 and 4 Offenses Continued (Secondary)

	ISS	OSS	DAEP	DEP	JJAEP	*Supplemental options and School Based Strategies (May be used *in addition* to other actions; not alone)
Serious Misbehavior while expelled to/placed in a DAEP	✓	✓	Mandatory	Discretionary	Discretionary	✓
Sexual Assault or Aggravated Assault against School District Employee	✓	✓			Mandatory	✓
Sexual Assault or Aggravated Sexual Assault against Someone other than School District	✓	✓			Mandatory	✓
Student Required to Register as a Sex Offender – Not Under Court Supervision	✓	✓	Discretionary			
Student Required to Register as a Sex Offender – Under Court Supervision	✓	✓	Mandatory	Discretionary	Discretionary	✓
Terroristic Threat	✓	✓	Mandatory	Discretionary	Discretionary	✓
Unlawful Carry of a Location Restricted Knife	✓	✓			Mandatory	✓

Students may be eligible for the First Offense R.I.S.E program. Campus Administrators will notify students of eligibility.

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 **In-School Suspension**, **Out-of-School Suspension** on page 53, **DAEP Placement** on page 54, **Placement and/or Expulsion for Certain Offenses** on page 61**,** and **Expulsion** on page 63, 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 51.

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; and/or
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Fighting/Mutual Combat

A core belief of Fort Bend ISD is that student success is best achieved in a supportive climate and a safe environment. Fighting and acts of physical aggression will not be tolerated. Students are prohibited from fighting and/or engaging in physical altercations. Students that choose to participate in these behaviors are a disruption to the learning environment.

- Students engaging in mutual combat shall be assigned a consequence up to and including a DAEP placement.
- Students who instigate, contribute, or perpetuate fights through direct involvement or indirect involvement (such as posting on social media, recording, or sharing recordings) may receive consequences.
- Parents and guardians are encouraged to actively monitor student's social media accounts to ensure appropriate peer to peer engagement.
- Parents and students are encouraged to communicate with campus administrators regarding any potential conflict between students.

FBISD is committed to providing a safe learning/working environment for all students and staff.

Misconduct Involving Others

Misconduct identified in the list of prohibited behaviors below will result in the assignment of one or more discipline techniques if the behavior is committed at school, in online learning platforms such as Schoology, Edgenuity, or distance learning, a school-sponsored or school related activity, during school-related travel, while traveling on district-owned or operated transportation, or when the district has disciplinary authority as described in this Code.

Students shall not:

- Use profanity or vulgar language or make obscene gestures;
- 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 definitions for all four terms.) See policy FFI (Legal);
- 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 any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [see Definitions]

- 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 definitions);
- Participate in hazing (See definitions);
- 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;
- Engage in conduct that can cause bodily injury (See definitions);
- Engage in horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm or threatens the safety of others;
- Force an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail;
- Subject a student or district employee, official, or volunteer to physical harm, confinement or restraint;
- Participate in name-calling, ethnic or racial slurs, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence;
- Add any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or district employee, official, or volunteer;
- Engage in harassment (See definitions) toward another student or a district employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender (including, but not limited to, sexual identity/orientation), or age;
- Engage in sexual harassment (See definitions), sexual abuse, or conduct that constitutes dating violence. See policy FFH (Legal);
- Engage in inappropriate verbal (oral or written), physical, or sexual contact toward another student or a district employee, official, or volunteer, regardless of whether it is consensual;
- Engage in inappropriate or indecent exposure of private body parts or touching one's own private body parts in a sexual manner;
- Consensually hug, touch, or conduct other displays of affection that interfere with, detract from, or disrupt the school environment;
- Engage in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship;
- Engage in oral or written threats to cause harm or bodily injury (See definitions) to another student, a district employee, official, or volunteer, or school property, including threats made using the internet or other technology resources at school. Students may be disciplined for threats made outside of school, including websites or internet postings, if the threat causes a material or substantial disruption at school;
- Make a hit list (See definitions);
- Wrongfully obtain and use another person's identifying information or personal data

without permission in order to mislead, defraud, or deceive;

- Retaliate against a student for reporting either a violation of this Code or bullying, or participating in an investigation of a violation of this Code or bullying;
- Retaliate against any school employee; or
- Intentionally, knowingly, or recklessly causing bodily injury to another person.

Possess, Sell, Use or Under the Influence of Prohibited Items

Students shall not possess, use, sell, or be under the influence of the following prohibited items:

- Matches or a lighter;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Fireworks or any other pyrotechnic device;
- Smoke or stink bombs;
- Laser pointers (unauthorized use);
- Chemical dispensing device (including mace or pepper spray) sold commercially for personal protection;
- A hand instrument designed to cut or stab another by being thrown;
- Poisons, caustic acids, or other materials that may be toxic to the human body;
- BB gun, air gun, stun gun, taser or similar type item;
- Ammunition, shells, bullets, or gunpowder;
- Material that is sexually-oriented, pornographic, obscene, or reveals a person's private body parts;
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety;
- Knuckles;
- Articles not generally considered to be weapons when the CBC or administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another;
- A razor, box cutter, a pocket knife, 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;
- A firearm silencer or suppressor; or
- A pocket knife with a blade of any length or any other small knife measuring <5.5 inches from hilt of blade to tip of the blade.

Possess, Sell, Use or Distribute Prohibited Weapons

Students shall not possess, use, sell, or be under the influence of the following prohibited weapons:

- Chemical dispensing device (mace or pepper spray) not purposed for personal protection;
- Explosive weapon;

- Improvised explosive device;
- Machine gun;
- Short-barrel firearm;
- Armor-piercing ammunition;
- Zip gun;
- Tire deflation device;
- A firearm (See definitions) A location-restricted knife (See definitions);
- Club; or
- For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 51. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possess, Sell, Use, or Under the Influence of Illegal, Prescription, and Over-the-Counter Drugs

- Students shall not possess, use, sell, or be under the influence of the following: illegal, prescription and over-the-counter drugs, or alcohol, or an illegal drug (see DAEP Placement/Expulsion for mandatory and permissive consequences under state law);
- Electronic cigarettes, cartridges, pods and/or any vapor pens/devices with THC, marijuana including those labeled as CBD with any amount of THC;
- Seeds or pieces of marijuana;
- Paraphernalia related to any prohibited substance (See definitions of "paraphernalia");
- Look-alike drugs or attempt to pass items off as drugs or contraband;
- Prescription drug on school property or at a school- related event other than as provided by district policy;
- Have or take prescription drugs or over-the-counter drugs at school. Specifically, be under the influence of prescription or over-the- counter drugs that causes impairment of the physical or mental faculties. (See definitions, "under the influence");
- Engage in conduct that contains the elements of an offense relating to an abusable volatile chemical such as glue, aerosol paint, etc.; or
- Possessing, selling, using, or being under the influence of designer drugs, synthetic marijuana, synthetic cannabinoids (e.g. "K2" and "Spice"), stimulants (e.g. "bath salts"), or analogs of any controlled substance, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed for another purpose, and is labeled "not for human consumption."
- Tire deflation device;
- A firearm (See definitions) A location-restricted knife (See definitions);
- Club; or
- For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 61. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Safety / Disruption

Students shall not:

- Possess, use, threaten to use or exhibit a firearm;

- Discharge a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated
- External Defibrillator or door safety locks, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency;
- Make or participate in false statements or hoaxes regarding school safety;
- Engage in misbehavior, actions, or demonstrations that materially and substantially disrupts the educational process or the orderly operation of a classroom or school or that give school officials reasonable belief to believe that such conduct will incite violence;
- Throw objects that can cause bodily injury or property damage;
- Make false accusations or provide false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer;
- Engage in verbal or written exchanges that threaten the safety or well-being of another student, a school employee, or school property;
- Contribute to the disruptive environment by recording and/or posting fights or other disruptive scenes;
- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety; or
- Engage in verbal (oral or written) exchanges that threatens the safety of another student, a school employee, or school property.

Restroom and School Facilities

Students are expected to maintain orderly conduct in all common areas within the school. Students are expected to deter from engaging in any activity inside of FBISD restroom facilities that cause damage, destruction, or unsafe conditions.

Students shall not:

- Utilize the restroom for any actions other than those for which the restroom is intentionally designed;
- Record, photograph, or video any actions conducted in the restroom;
- Vandalize the restroom by defacing, marring, or breaking equipment within the restroom;
- Utilize restroom facilities during instructional time without permission from the classroom teacher.

Property Offenses

Students shall not:

- Steal from others, including the district;
- Commit or assisting in a robbery, theft, or burglary that is not punishable as a felony;
- Damage, destroy, or vandalize property owned by others or the district. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 61);
- Attempt to start or start a fire on or in any property owned, used, or controlled by a student, the district, or district employees, officials, or volunteers that does not rise to the level of arson or criminal mischief;
- Enter, without authorization, District facilities that are not open for operations;
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means; or

- 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 61.)

Disregard for District and Campus Rules

Students shall not:

- Be insubordinate or otherwise fail to comply with lawful directives given by school personnel;
- Attempt to or successfully evade, avoid, or delay questioning by a school official;
- Fail to provide proper identification including the wearing of a District-provided identification badge;
- Attempt to violate or assisting, encouraging, promoting, or attempting to assist another student in violating this Code;
- Fail to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others;
- Be tardy to class or arriving late to school (unexcused);
- Skip school or class without the district's or parent/guardian's permission;
- Leave class, the campus, or school events without permission;
- Entice or prevent another student from attending school, class, or a school activity the student is required to attend;
- Violate rules for conduct on school owned or operated transportation;
- Violate rules for operating or parking a motor vehicle on school property;
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, or unauthorized collaboration with another person in preparing an assignment;
- Fail to comply with guidelines applicable to student speakers who are speaking at school sponsored or school-related events;
- Violate other campus or classroom rules for behavior or District policies;
- Refuse to accept discipline techniques assigned by a teacher, CBC or administrator; or
- Conduct unauthorized communication between students during an examination.

Miscellaneous

Students shall not:

- Violate dress code standards;
- Use any method to cheat, provide answers or promote academic dishonesty;
- Use profanity, vulgar language, or obscene gestures;
- Falsify, alter forge or destroy school records, passes, other school related documents or documents presented to school officials;
- Gamble or bet money or other things of value;
- Engage in inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing;
- Run in the hallways or other areas which may impact the learning environment;
- Repeatedly sleep in class;

- Fail to follow directions and safety requirements in designated areas as designated by campus staff; or
- Repeatedly violate other communicated campus or classroom standards of conduct including those in online learning platforms.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Student Dress Code

The district believes the student dress code shall promote the attributes of the Profile of a Graduate. Therefore, students are expected to dress in a way that promotes respect for self and others, a safe learning environment, and honors the diversity of the learning community.

Students and parent/guardians may determine the student's personal dress and grooming standards, provided they comply with the general guidelines set forth in this Code and Board policy FNCA (Local). Generally, students shall be dressed and groomed in a manner that is clean and neat, does not cause distraction from learning, and that does not disrupt the learning environment. The district prohibits pictures, emblems, or writings on clothing that advertise or depict tobacco products, alcoholic beverages, drugs, or any other prohibited substance.

Students must comply with the following dress and grooming standards, including in online learning platforms.

Shirts, Blouses, Sweatshirts, Sweaters, Vests

- Shirts, blouses, sweatshirts, sweaters, vests that expose undergarments and/or midriff are prohibited;
- Shirts, blouses, sweatshirts, sweaters, vests must not depict or reference alcohol, drugs, tobacco, weapons, nudity, gang affiliation, death, violence, vulgar or obscene language or images, and/or insults to race, religion, gender, or ethnicity, or other emblems or writing that may be expected to cause a material or substantial disruption of, or interference with, normal school operations.

Dresses, Jumpers, Skirts, Shorts, Skorts, Pants, and Jeans

- Dresses, jumpers, skirts, and skorts may be worn at a length that is slightly above mid-thigh;
- Shorts, jeans, and all pants shall be worn at the hip or higher and must cover undergarments;
- Shorts may be worn at a length that is approximately above mid-thigh; and
- Athletic wear, which may include yoga pants, stretch leggings, biker shorts, and fitness tights, are permissible as long as they do not reveal undergarments, do not have sections of see- through material, or are worn with a shirt or hoodie, that covers the posterior, and are not disruptive to the school environment.

Shoes

- Shoes shall be worn, and if designed to be tied shall be properly tied;
- Elementary students shall not wear flip-flops, or shoes with no back/heel strap;
- Unsafe footwear is not permitted (i.e., house shoes, slippers); and

- Appropriate shoes must be worn during PE/athletics classes, as well as during lab activities in science, CTE, etc. Foam clogs, flip flops, or shoes with no back/heel strap should not be worn during these activities.

Hair

- All hair, including facial hair, shall be neat, clean, and well groomed, and worn in a style that is not distractive.
- Mustaches, beards, or goatees shall be neat, clean, and well groomed, and worn in a style that does not display derogatory remarks, symbols, or statements that disrupts the learning environment. Hair markings must not depict or reference alcohol, drugs, tobacco, weapons, nudity, gang affiliation, violence, vulgar or obscene language, or images that substantially disrupt or interfere with normal school operations. Drawings, icons, and/or other markings cut into the hair, including eyebrows, and not associated with required religious markings or hairstyles are not permitted.

Miscellaneous

- Proper undergarments shall be worn at all times;
- Revealing clothing of any type may not be worn;
- No clothing that has been ripped, torn, or cut in a way as to reveal undergarments, midriff, chest, or posterior;
- Clothing including face coverings with profanity, obscene patches, references to alcohol, drugs, weapons or tobacco, or anything that may be construed as violent, vulgar or obscene language or images, and/or insults to race, religion, gender, or ethnicity, or other emblems or writing that may be expected to cause a material or substantial disruption of, or interference with, normal school operations.
- Any attire, tattoo, icons, or markings on body, e.g. bandanas, shoelaces, chains, t-shirts, etc., that is distractive, causes a disturbance, or identifies a student as part of an unauthorized group, gang, or society are not permitted that includes but is not limited to virtual background choices,
- No wearing of athletic/ski masks or coverings of the face with cloth or other breathable materials during school hours.
- No pajama wear of any type except on campus designated days;
- Body piercings that are distractive or that pose a safety concern are not permitted;
- No hats, caps, doo-rags, wave caps, bonnets, bandanas or hoods worn indoors, except on campus designated days or during designated times permitted by the campus; and
- No sunglasses may be worn inside the building unless there is a medical note on file.

FBISD

DRESS FOR SUCCESS

FORT BEND ISD DISCIPLINE MANAGEMENT PLAN AND STUDENT CODE OF CONDUCT

Clothing must cover areas from one armpit to the other armpit, down to the midthigh.

Tops must have shoulder straps and be long enough to adequately cover the waistline and not expose the midriff.



Bullying

Bullying

Bullying, Policy FFI (Legal), is 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 satisfies the applicability requirements below and 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; or
- Infringes on the rights of the victim at school; and
- Includes cyberbullying.

The bullying provisions in the Education Code apply to:

- Bullying that occurs on or is delivered to a school property or to the site of a school-sponsored or school-related activity on or off school property;
- 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;

Chapter 37 provides for DAEP placement or expulsion for a student who engages in bullying that:

- Encourages a student to die by suicide;
- Incites violence against a student through group bullying; or
- Releases or threatens to release intimate visual material of a minor or of an adult student without the student's consent.

Cyberbullying

"Cyberbullying" as defined in David's Law is bullying arising from a pattern of acts or one significant act that is done through the use of 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, an Internet website, or any other Internet-based communication tool. Some of the methods of cyberbullying include pretending to be someone else online to deceive others, spreading lies and rumors about victims, using deception to obtain personal information from others, and posting images of victims without their consent. Cyberbullying may include the use of artificial intelligence to create false photos or representations of other individuals.

The bullying provisions in the Education Code (including changes made by David's Law) apply to:

- 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.

Reporting Allegations of Bullying and Cyberbullying

Any student who believes that they are a victim of bullying, cyberbullying or retaliation or believes that another student is being bullied should immediately report the alleged acts to a teacher, counselor, campus administrator, or other district employee. Additionally, any parent who believes that their student is being bullied, cyberbullied or retaliated against should report alleged acts to their student's teacher, counselor, or campus administrator. Anyone who observes, overhears, suspects, or receives notice of bullying, cyberbullying, or retaliation shall immediately notify the principal or designee. Reports of bullying may be done by phone, in person, or by email. Additionally, students and parents can report allegations of bullying using *Let's Connect*. *Let's Connect* gives students and parents the choice to report bullying anonymously.

Campus Action

Notice to Parents

In accordance with Board policy FFI(LOCAL), the principal or designee shall make reasonable attempts to notify the parent or guardian of the targeted student and the alleged aggressor as soon as possible, but in no event more than three (3) days after the incident is reported. The principal or designee shall notify the parent or guardian of the alleged aggressor within five (5) business days after the date the incident is reported.

Responding to Allegations of Bullying and Cyberbullying

In accordance with Board policy FFI(LOCAL), upon receiving a bullying allegation, the campus will provide the parent of the alleged targeted student *and* the alleged aggressor student with a Notice of Student Parent Rights and decide the immediate actions that should be taken to ensure student safety (e.g., separating the students, disciplining the student(s), contacting CPS, and notifying Special Education, if the student receives Special Education services).

If an allegation of bullying is reported anonymously the campus will contact the alleged targeted student and their parents and inform them that an allegation has been reported. The campus administrator will start a preliminary investigation and if the allegation is believed to have potential merit, the campus will follow the procedures for responding to bullying allegations.

Investigating Allegations of Bullying and Cyberbullying

As part of the campus administrator's investigation into the reported allegations, they will obtain details from each person who was involved or saw the incident. This will include speaking with the students, parents, and any witnesses. The campus will make a final determination of whether bullying has occurred. The investigation results will be shared with both the alleged targeted student and parent and the alleged aggressor student and parent. The campus investigative process will be completed within five days and written notice of the determination will be provided to the alleged targeted student and parent and the alleged aggressor student and parent.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within five 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.

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.

Improper Conduct

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.

District Action

If the results of an investigation indicate that bullying occurred, the district shall promptly respond by taking appropriate disciplinary or corrective action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Student Safety Plans and Disciplinary Consequences

During a bullying investigation, the campus administrator can implement a student safety plan. The student safety plan may remain in place at the conclusion of the bullying investigation if bullying has been determined or at the campus administrator's discretion. A student safety plan describes actions that are non-disciplinary, non-punitive actions designed to protect the safety of all students involved.

A student safety plan can include, but is not limited to:

- Conflict resolution conducted by campus staff;
- Counselor check-in;
- Class or schedule changes; or
- Stay away agreement.

Disciplinary consequences can include, but are not limited to:

- Behavior contract;
- Classroom based responses;
- Detention;
- Conflict resolution;
- Check In with School Counselor;
- FBA/Behavior Planning;
- Mentoring Program;
- Referral to Mental Health Services;
- Referral to SST (Tiered Support Team Interventions);
- Referral to Behavioral Health Team;
- Restitution;
- Restorative Practices;
- Withdrawal of privileges;
- In-school suspension;
- Out of school suspension; or
- Depending on the severity, placement at the Disciplinary Alternative Education Program (DAEP).

Counseling

The principal or designee shall notify the targeted student, aggressor, and any students who witnessed the bullying of available counseling options.

School-Wide Corrective Actions

Corrective action may include but is not limited to:

- 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 student 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.

Consideration for Students Receiving Special Education Services

Campus administrators will consult with Special Education Services personnel and the ARD committee before implementing disciplinary consequences for a student receiving special education services that has engaged in bullying.

Campus administrators must convene the ARD committee before a change in placement or transfer may be approved under Education Code 37.004. Additional options for the student may be discussed with Special Education Services personnel.

Confidentiality

The district shall respect the privacy of the person submitting the report, targeted student, persons against whom a report is filed, aggressor, and witnesses to the greatest extent possible. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appealing a Bullying Determination

A student or parent who is dissatisfied with the outcome of the bullying investigation may appeal through FNG (LOCAL).

False Reporting

A student who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a campus or District investigation regarding bullying, cyberbullying, or retaliation shall be subject to appropriate disciplinary action according to the Student Code of Conduct. A student who forwards, repeats or retweets telephone, computer, camera, electronic mail, instant messaging, text messaging, social media application, Internet website or any other Internet-based communication that is false or infringes upon the rights of the targeted student may be disciplined according to the Student Code of Conduct.

Removal from the Educational Setting

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

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator 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 to maintain effective discipline in the classroom.

Formal Teacher Removal

A teacher may initiate a formal removal from class under Chapter 37 if:

- A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn,
- A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another students in the classroom.
- A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.
- A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

Procedure for Removal

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.
At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

After the conference, the campus behavior coordinator or other appropriate administrator will notify the student and parent(s)/guardian of the consequences of the SCC violation.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom;
- In-school suspension;
- Out-of-school suspension;
- DAEP.

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A teacher or administrator must remove a student from class if the student engages in behavior that under the education code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

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 written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the written consent unless the placement review committee determines that the teacher's class is the is the best or only alternative, and not later than the third class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student is given the opportunity to appeal to the school's placement review committee. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

In-School Suspension

Misconduct

Disciplinary action resulting in ISS placement will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude or disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, and the effect of the misconduct on the school environment. Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.
In deciding whether to order In-school suspension, the campus behavior coordinator shall take into consideration:

- Self-defense (See definitions);
- 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.

Process

Before being suspended a student shall have an informal conference with the campus behavior coordinator 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 campus behavior coordinator or appropriate administrator shall determine the number of days of a student's suspension days and will notify the parent/guardian though written notice and parent phone call. The student's teachers will be notified by the campus administrator so that coursework may be provided to ISS.

Length of Assignment to ISS

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate. During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue

to have an opportunity to progress in the general curriculum.

[**See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.**]

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

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

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

Out-of-School Suspension

Misconduct

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

The district shall not use out-of-school suspension for students below grade 3 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 threatens the immediate health and safety of other students in the classroom.
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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.

Alternative Assignment (below Grade 3)

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

Process

State law allows a student to be assigned to out-of-school suspension for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year. Before being suspended a student shall have an informal conference with the campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator shall take into consideration:

- Self-defense (See definitions);
- 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 co-curricular activities.

Length of Suspension

State law allows a student to be assigned to out-of-school suspension for no more than three (3) days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year. The principal or principal's designee shall set the length of the suspension from school. When a student is sus- pended, the student is expected to be under the supervision of the parent, guardian or other re- sponsible adult.

Coursework During In-School or Out-of-School 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 out-of-school suspension 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.

Sanctions

A student who has been assigned to OSS may not participate in nor attend school-sponsored or school-related activities or extracurricular activities during the period of assignment.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

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

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

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

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

- Self-defense (See definitions);
- 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.

Before a student may be approved for DAEP, the student is afforded appropriate due process discipline conference as required by the U.S. Constitution and which the student's parent/guardian is invited, in writing, to attend. Under TEC §37.009(f), the minimum procedural requirements necessary to satisfy due process depend upon the circumstances and the interests of the parties involved.

The notice should contain a statement of the specific offense that would justify a placement in the alternative education program. At the discipline conference, the student is entitled to:

- Additional representation by an adult, other than the student's parent/guardian, who can provide guidance to the student and parent and/or
- An opportunity to testify and present evidence.

Parental involvement is crucial and is integrated throughout the district's disciplinary processes. Due to the numerous mandatory points of involvement with parents concerning student discipline placements outside their regular classrooms, the district has not established a specific policy for parental involvement in these disciplinary placements, as required by Education Code 37.0014.

Additional proceedings may be conducted and additional discipline may be imposed if the student engages in additional misconduct while the student is in DAEP or is already expelled.

Interim Placement

Until a decision on the recommendation for DAEP has been provided by the Department of Student Affairs, the student may be placed in out-of-school suspension for no more than 3 days and in-school suspension pending the decision. Students placed in in-school suspension on any DAEP related offense may not participate in nor attend school sponsored or school- related activities or extracurricular activities during the period of assignment.

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to die by suicide;
- Inciting violence against a student through group bullying;
- Releasing or threatening to release intimate visual material of a minor or 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 definitions);
- Involvement in criminal street gang activity (See definitions);
- Any criminal mischief, including a felony;
- Assault (no bodily injury) with threat of imminent bodily injury;
- Assault by offensive or provocative physical contact.
- Possesses or uses an e-cigarette, as defined by Section 161.081, Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.
- Disruptive Activities – committing an offense alone or in concert with others, intentionally engaging in disruptive activity on the campus. TEC, §37.123, defines disruptive activities as:
    - obstructing or restraining the passage of persons in an exit, entrance, or hallway of a building without the authorization of the administration of the school.
    - seizing control of a building or portion of a building to interfere with an administrative, educational, research, or other authorized activity;
    - preventing or attempting to prevent by force or violence or the threat of force or violence a lawful assembly authorized by the school administration so that a person attempting to participate in the assembly is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur;

- disrupting by force or violence or the threat of force or violence a lawful assembly in progress; or
- obstructing or restraining the passage of a person at an exit or entrance to the campus or property or preventing or attempting to prevent by force or violence or by threats of force or violence the ingress or egress of a person to or from the property or campus without the authorization of the administration of the school.

- Disruption of Classes - While on school property or on public property within 500 feet of school property, alone or in concert with others, intentionally disrupts the conduct of classes or other school activities. TEC, §37.124, defines disrupting the conduct of classes or other school activities as:
  - emitting noise of an intensity that prevents or hinders classroom instruction;
  - enticing or attempting to entice a student away from a class or other school activity that the student is required to attend;
  - preventing or attempting to prevent a student from attending a class or other school activity that the student is required to attend; and
  - entering a classroom without the consent of either the principal or the teacher and, through either acts of misconduct or the use of loud or profane language, disrupting class activities.

TEC §37.124 defines Public Property as a street, highway, alley, public park, or sidewalk.

TEC §37.124 defines School Property as a public school campus or school grounds on which a public school is located and any grounds or buildings used by a school for an assembly or other school-sponsored activity.

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 definitions) that the student engaged in conduct punishable as a felony, that occurs off school property and not at a school- sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. Aggravated robbery or felonies listed as offenses in Title 5 (see Definitions) of the Penal Code are punishable as mandatory expulsions.

The campus behavior coordinator **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 definitions);

- 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 definitions) under Penal Code 22.01(a) (1);

- Except as provided by Education Code 37.007 (a)(3), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or 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 definitions 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, vaping with THC.

- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School- related felony alcohol offenses are addressed in **Expulsion** on page 63.);

- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals;

- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure (See definitions);

- Engages in conduct that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.

- Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.

- Engages in expellable conduct and is between six and nine years of age;

- Commits a federal firearms violation and is younger than six years of age;

- Engages in conduct that contains the elements of the offense of retaliation under Penal code 36.06 against any school employee or volunteer on or off school property.

- The student receives deferred prosecution (See definitions); or a court or jury finds that the student has engaged in delinquent conduct [see Definitions], or the superintendent or designee has a reasonable belief [see Glossary] under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code:

- A felony offense under Title 5;

- The offense of deadly conduct under Section 22.05;

- The felony offense of aggravated robbery under Section 29.03'

- The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or

- The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section.

- Sells, gives, or delivers to another person or possesses or uses an e-cigarette, as defined by Section 161.081, Health and Safety Code.

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, and 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 returned to a DAEP for the remainder of the period.

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; or
- 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 campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator 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 campus behavior coordinator 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.

Until a conference can be held, the campus behavior coordinator or other appropriate administrator may place a student in:

- Another appropriate classroom;
- In-School Suspension; and/or
- Out-of-School Suspension for a maximum of three (3) days.

Consideration of Mitigating Factors

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

- Self-defense (See definitions),
- 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.

Placement Order

After the conference, if the student is placed in a DAEP, the campus behavior coordinator 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, the placement order shall give notice of the inconsistency.

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 campus behavior coordinator 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 campus behavior coordinator or the board's designee must determine that:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
- The student has engaged in serious or persistent misbehavior (See definitions) that violates the district's Code.

Exceeds 60 Days

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

Appeals

Appeals initiated by a student or parent/guardian regarding the process used for a DAEP placement or an expulsion decision, such as issues related to the disciplinary conference or proper notice being provided, should be addressed in accordance with policy FNG (Local) and policy FOC (Legal), restating sections of the TEC, Chapter 37 and the Penal Code. A copy of this policy maybe obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On-Line.

Appeals shall begin at Level One with the Department of Student Affairs. The policy may be obtained from the DSA or the District's website. Disciplinary consequences shall not be delayed or deferred pending the outcome of an appeal. Further, the decision cannot be appealed beyond the Board. If during the term of DAEP placement, the student engages in additional misconduct, additional disciplinary conferences may be conducted and additional days to current assignment may be imposed with the approval of the Executive Director of Student Affairs or designee.

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. FFH (Legal) and (LOCAL).

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 will be withdrawn from the alternative school and re-enrolled at the home campus. The student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified by the Superintendent or designee.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator 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.

Resilience, Intervention, Support, and Empowerment Program (R.I.S.E)

DAEP shall provide students with a substance or alcohol related offense the opportunity to participate in and complete the district's substance abuse education program to qualify for a reduction in the term of placement. R.I.S.E is a curriculum-based, social and resilience skill program designed to teach leadership, health self-image, and substance avoidance. This twenty- day program is incorporated into but may not constitute the full total of the student's DAEP assignment.

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 campus behavior coordinator may enter an additional disciplinary order as a

result of those proceedings with the approval of the Executive Director of Student Affairs or designee.

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:

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

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

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

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

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

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator 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 campus behavior coordinator 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 review, 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:

- Threatens the safety of other students or teachers;
- Will be detrimental to the educational process; or
- 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.

Consideration of a virtual education : Before a student is expelled the district gives consideration to the appropriateness and feasibility of an alternative to expulsion. Consideration does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e).

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 campus behavior coordinator shall take into consideration:

- Self-defense (See definitions);
- 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.

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 54)

Any Location
A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide;
- Inciting violence against a student through group bullying;
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent;
- Criminal mischief, if punishable as a felony;
  - 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 definitions);
- 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, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See definitions 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, if the conduct is not punishable as a felony;
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals;
- Engaging in deadly conduct (See definitions).

Within 300 Feet of School

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

Property of Another District

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

While in a DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on or off school property:

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault;
- Arson (See definitions);
- Murder, capital murder, or criminal attempt to commit murder or capital murder;
- Indecency with a child;
- Aggravated kidnapping;
- Manslaughter;
- Criminally negligent homicide;
- Aggravated robbery;
- Continuous sexual abuse of a young child or disabled individual;
- Felony drug- or alcohol-related offense;
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law (See definitions);
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law (See definitions); or
- Possession of a firearm, as defined by federal law (See definitions).

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 definitions)

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 definitions) *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 (LEGAL);
  - A location-restricted knife, as defined by state law; (See definitions)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law; (See definitions)
- 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 definitions)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder;
  - Indecency with a child;
  - Kidnapping or aggravated kidnapping;

- Burglary, robbery or aggravated robbery;
- Manslaughter;
- Criminally negligent homicide;
- Continuous sexual abuse of a young child or disabled individual;
- Engaging in conduct that contains elements of assault against a school employee or volunteer.

Under Age Ten

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

Process

Before a student may be expelled, the Superintendent or designee shall provide the student a hearing at which the student is afforded appropriate due process as required by the U.S. Constitution and which the student's parent/guardian is invited, in writing, to attend. Under TEC §37.009(f), the minimum procedural requirements necessary to satisfy due process depend upon the circumstances and the interests of the parties involved. Federal due process requires notice and some opportunity for hearing. The notice should contain a statement of the specific charges and grounds that, if proven, would justify expulsion. In some cases, the student should be given the names of the witnesses against him or her, and an oral or written report on the facts to which each witness testifies. After trying to inform the student and parent/guardian of the hearing, the district may hold the hearing regardless of whether the student or the student's parent/guardian attends.

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

- Another appropriate classroom;
- In-school suspension;
- Out-of-school suspension; or
- DAEP.

Hearing

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

- Representation by the student's parent or another adult who can provide guidance to the student;
- An opportunity to respond to the allegation and to present evidence including video footage and witnesses in the student's defense; and
- 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 Department of Student Affairs the authority to conduct hearings and expel students.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

- Self-defense (See definitions);
- 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.

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 *Department of Student Affairs* shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code. A copy of the expulsion order will be included with any records sent toa school where the student seeks to enroll. The enrolling school District has discretion to enforce the expulsion order.

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

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements. The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

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

- The student is a threat to the safety of other students or to district employees; or
- 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.

District Expulsion Program (DEP)

The District Expulsion Program is a self-contained, separate disciplinary placement from the DAEP that maintains the expelled student on the FBISD alternative campus rather than placed off site at the JJAEP. This expulsion option is available for consideration by the expulsion hearing officer when a student has an extenuating circumstance that makes placement at the JJAEP inappropriate.

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 campus behavior coordinator 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 campus behavior coordinator may request additional disciplinary action.

Expulsion while in DAEP

A student may be recommended for an expulsion for engaging in documented serious misbehavior that violated this Code, despite documented behavioral interventions while placed in a DAEP. 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. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by §1.07, Tex. Penal Code; or
- Conduct that constitutes the offense of public lewdness, indecent exposure, criminal mischief, personal hazing or harassment.

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 decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

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:

- The out-of-state district provides the district with a copy of the expulsion order; and
- 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:

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

Emergency Expulsion Procedures

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

DAEP Placement of Expelled Students

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

Transition Services

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

Academic Impact

Students will not receive academic credit for work missed during the period of expulsion unless the student is enrolled in a Juvenile Justice Alternative Education Program (JJAEP), District Expulsion Program (DEP), or other District-approved program or as required by the IDEA or Section 504.

Expulsion Appeal Process

Questions from parents/guardians regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline techniques should be addressed in accordance with policy FNG (Local). The policy may be obtained from the Board Policy Manual on the FBISD website. The district shall not delay a disciplinary consequence while a student or parent/guardian pursues a grievance.

The expulsion hearing officer's decision may be appealed to the Board. In the event of an appeal, at the next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the CBC or administrator, and (3) confirm or reverse the decision of the CBC or administrator.

After the due process hearing, the expelled student may request that the Board review the expulsion decision. The student or parent/guardian 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/guardian written notice of the date, time, and location 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/guardian requests in writing that the matter be held in an open meeting. The Board may also hear a statement from the student or parent/guardian and from the Board's designee.

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

If the Board confirms the decision of the hearing officer, the student and the student's parent/guardian have the right to appeal to the Commissioner of Education. The student may not be returned to the regular classroom while the appeal is pending.

Texas Education Data Standards (TEDS) Appendix E

The Texas Education Data Standards (TEDS) Appendix E provides guidance to local school districts in Texas related to discipline management. TEDS Appendix E produces information to ensure consistency in discipline management in Texas. The TEDS Appendix E is broken into three major components that can be further explored using the following links:

- Providing helpful FAQs to understand common topics: Click here for FAQ's
- Provides state specific discipline codes and definitions to preserve continuity of actions that are assigned to discipline in PEIMS. Click here for definitions and codes
- Provides a chart for districts to utilize when determining offenses that are mandatory and discretionary DAEP placements or expulsions to the JJAEP. Click here for state offense and action charts

Removal From the Bus

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

Removal from the School Bus Examples of Infractions Regarding Buses			
Level I	**Level II**	**Level III**	**Level IV**
• Failure to remain seated while the bus or vehicle is moving • Out of assigned seat • Loud voice • Not seated "on pockets" • Gum • Food • Getting on/off at the wrong stop • Entering and exiting transportation in a disorderly manner or at a non- designated stop • Failure to keep aisles clear of books, bags, instruments, feet, or other obstructions • Failure to follow the driver's lawful directions at all times • Extending any body part, clothing, or other article outside of the transportation • Making loud or distracting noises	• Arguing/disrespectful toward the bus driver • Profanity • Inappropriate physical contact • Failure to keep hands, feet, other body parts, or objects to yourself • Verbal altercation with another student • Persistent Level I offenses • Obstructing the driver's view	• Profanity directed at the bus driver • Physical altercation: slapping, kicking, hitting, pushing • Throwing objects on the bus or out of the windows or doors • Throwing items at or near the bus driver • Vandalism to the bus • Any action that necessitates a delay in completing the route • Threats toward a student • Possession of a knife • Bullying • Mark, deface, destruct, or tamper with seats, windows, emergency doors, or other equipment • Failure to fasten seat belts when available on any vehicle • Failure to wait for the driver's signal upon leaving the bus or vehicle and before crossing in front of the bus or vehicle • Persistent Level II offenses	• Possess, Sell, Use, Under the Influence (PSUU) of drugs, alcohol or tobacco • Assault of a student • Assault of the bus driver • Threats toward the bus driver • Possession of an illegal knife • Persistent Level III offenses

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 campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

Misconduct on buses, in District vehicles, or at bus stops, will be disciplined in accordance with this Code. Bus riding privileges may be suspended or revoked. Bus misconduct (Level I), Bus misconduct serious (Level II-IV).

Consequences		
	Elementary Grades (Pre-K to 5)	**Secondary Grades (6 to 12)**
Level I	Driver documents and conferences with student	Driver documents and conferences with student
First Referral Consequences		
	Elementary Grades (Pre-K to 5)	**Secondary Grades (6 to 12)**
Level II: First Offense	Discipline referral by Transportation to school administration and parent/guardian contact by the school	Discipline referral by Transportation to school administration and parent/guardian contact by the school
Level II: Additional Offenses	1 Day Bus Suspension	3 Day Bus Suspension
Level III	3 Day Bus Suspension	5 Day Bus Suspension
Level IV	5 Day Bus Suspension	10 Day Bus Suspension
Second and Third Referral Consequences **Severe and repeated infractions may result in immediate and permanent bus removal**		
	Elementary Grades (Pre-K to 5)	**Secondary Grades (6 to 12)**
Level II	3 Day Bus Suspension	5 Day Bus Suspension
Level III	5 Day Bus Suspension	10 Day Bus Suspension
Level IV	10 Day Bus Suspension	15 Day Bus Suspension

Personal Communications and Electronic Devices

Technology/Internet

Students shall not:

- Use a personal communications device, including a cell phone, glasses, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. (See definitions)
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.
- Send, possess, or post electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, or illegal, including cyberbullying (See definitions), either on or off school property, if the conduct materially and substantially disrupts the educational process or the orderly operation of a classroom or school or infringes on the rights of another student at school;
- Violate policies, rules, or agreements signed by the student or the student's parent/ guardian regarding the use of technology resources;
- Use any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher, CBC or administrator;
- Make, participate in the making of, transmit to another via an electronic device (air dropping), post or re-post to the internet a digital, video, or audio recording or image of an actual or simulated act that involves a crime or conduct prohibited by this Code;
- Use any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded;
- Use any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing (aka sexting);
- Use the name, persona, or image of a student, District employee, or volunteer to create a web page or post one or more messages on a website without the other person’s consent for purposes of harassing, intimidating, embarrassing, or threatening another;
- Use email, websites, or electronic devices to engage in or encourage illegal conduct, violations of this Code, or to threaten school safety or infringes on the rights of another student at the school;
- Attempting to or successfully accessing or circumventing passwords or other security-related information of the district, officials, volunteers, employees, or other students by any means;
- Attempt to or successfully alter, destroy interrupt, intercept, or disable District technology equipment, District data, the data of other users of the district’s computer system, or other networks connected to the district’s system, including uploading or creating computer viruses, worms, or other harmful material;

- Copy, download, reproduce, distribute, retransmit, redisplay, or modify items from the district's website;

- Send disruptive, irrelevant or inappropriate messages or images on the internet to a large number of recipients including, but not limited to online learning platforms, social media sites and personal messaging platforms

- 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 right of another student at school; or

- Engage in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials.

Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way, (2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian.

Personal Communications and Electronic Devices

House Bill 1481 is a state law passed by the Texas Legislature that requires school districts to prohibit students from using personal wireless communication devices during instructional time. Students using mobile devices must follow the guidelines stated in this document while using the Fort Bend ISD network or on school property during the school day.

Definitions

- "Personal Communication devices" means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, glasses, or any other electronic device capable of telecommunication or digital communication. Elementary students in Pre-K, K, and 1st grade shall not possess a personal communication device on school property during the school day.
- "School property" shall include the public school campuses or school grounds or buildings used by the District schools for assemblies or other school-related activities, and "public property" includes any street, highway, alley, public park, or sidewalk.
- "School day" means the time of day beginning with the first bell of the day and ending with the last bell of the day.
- "Use" is defined as a device in possession of a student that is turned on and capable of receiving or sending a communication signal.
- "Possession" is defined as being on the person of the student, directly held, in pockets, in a backpack, or otherwise accessible and under the control of the student directly.
- "Confiscation" is defined as the device being taken up by an adult and turned into administration per procedures. Failure to relinquish a personal communication device when asked to do so will result in escalated disciplinary consequences for insubordination.

Prohibited Possession

A student in prekindergarten-grade 1 is prohibited from possessing or using a personal communication device on school property during the school day.

Prohibited Use

Students in grades 2-12 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 devices off and in their backpacks or lockers. Accessing any personal communication device anywhere on campus during the school day is strictly prohibited

The following guidelines will be required of students who choose to bring these devices to school:

- Students are not to use the devices to receive or place personal calls or send/read personal messages during instructional hours;
- The use of Personal Communication devices in locker rooms and restroom areas at any time while at school or at a school-related or school-sponsored event is strictly prohibited

- Personal Communication devices are not to be used during disciplinary placements including detention and ISS;

- Personal Communication devices used for sexting, contributing to the disruption of the educational environment by filming, posting or sharing fight videos, or transmitting pornographic material will be assessed for discipline as appropriate and up to and including a criminal referral;

- A student shall obtain prior approval, as directed in the student handbook, before using personal communication devices 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. A student shall submit medical documentation from a physician for medical use. [See CQ]

- Any student who uses a personal communication device to engage in academic dishonesty or transmission of communication engaging in or promoting bullying, threats, or inappropriate images, etc. shall receive disciplinary action as outlined in the Student Code of Conduct. Guidelines regarding other personal electronic devices shall be addressed in the student handbook.

- Violation of the personal communication device guidelines during the administration of any state or major course assessment may result in an invalid assessment and/or will be regarded as cheating. The student's test will be invalidated with appropriate disciplinary action assessed. If a student brings a personal communication device to school, it is the student's responsibility to keep the item secure. The school will not be responsible for personal communication devices that are damaged, lost or stolen; however, as with other personal property brought to school, administrators will conduct investigations as time permits in an effort to recover lost/stolen items or to determine the person(s) responsible for damages, and will assess discipline as appropriate;

- Ensuring that school officials, law enforcement officers and other emergency agencies will have adequate means of communication during an emergency is of utmost importance to the safety of all students. Therefore, students are asked to turn off personal communication devices and to not make phone calls or send/receive text messages during an emergency situation that occurs at school until the crisis stage is over unless they are instructed to do so by a staff member or an emergency responder. Students will participate in emergency drills to prepare for these situations. (Parents are asked to refrain from making calls to the school since there are only a few phone lines into the school, and these phone lines are strategic in communicating with emergency responders. In addition, parents are asked to refrain from calling personal communication devices or sending text messages to keep the airwave

frequencies open for emergency responders. As soon as feasible, school personnel will allow students to make phone calls to parents.

Noncompliance

A student who violates the personal communication device policy guidelines will be assigned a disciplinary consequence.

Exceptions

The district may authorize the use of a personal communication device for the following reasons:

- To implement an individualized education program (IEP) or for a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C Section 794) or a similar program or plan;
- With documented need based on a directive from a qualified physician; or
- To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

Unclaimed Telecommunication Devices

If a telecommunication device is not reclaimed by the parent/ guardian within 90 days of the date of notification or the end of the school year (whichever is later), the district shall dispose of the device after providing notice required by law.

Personal Communication and Electronic Devices

Telecommunication devices are those that emit an audible signal, vibrate, display a message, or otherwise summon or deliver a communication to the possessor.

Use in Classrooms:

- Elementary students in Pre-K, K, and 1st grade shall not possess a personal telecommunication device during the instructional day, while riding to/from school on District transportation, during tutorials or detention, or while participating in a school-sponsored extracurricular activity on or off school property.
- Students in grades 2-12 may possess personal telecommunication devices: however, cell phone devices, smart watches, and sound transmission devices such as earbuds, headphones, and speakers must remain off and usage is prohibited during instructional hours (to include extended day, tutorials, etc.)

Use in Locker Room and Restroom:

The use of telecommunication devices in locker rooms and restroom areas at any time while at school or at a school-related or school-sponsored event is strictly prohibited.

Photo/Video/Audio:

Under no circumstances should telecommunication devices be used to take photos/videos/audio in any school facility other than for instructional purposes under the direction of a teacher or at an event open to the public.

Emergency Situations:

In emergency situations, students are to follow the guidance of school personnel regarding the use of telecommunication devices.

Non-compliance:

- The student who violates the telecommunication device guidelines will be assessed a disciplinary consequence according to the Student Code of Conduct.

Students and parents are encouraged to become familiar with FBISD policy FNCE(LEGAL) and (LOCAL), the Student Code of Conduct section related to telecommunication devices, and guidelines for times specifically authorized by a campus.



Title IX Investigations

For reports alleging sexual harassment, sexual assault, stalking, dating violence, the campus administrator receiving the report will notify the parent/guardian of the complainant when a report is received and provide the student and parent a copy of the Parent/Student Rights Form and the Incident Reporting Form. This should occur generally *on the same day as the report* when possible. If any unwanted, physical touch of intimate body parts of a minor is involved, the employee must notify Child Protective Services and law enforcement within the same business day. The employee receiving an allegation/outcry from a student must notify the campus administrator promptly and within the same business day to begin a prompt investigation of the allegations. The campus administrator will ensure that Child Protective Services and Fort Bend ISD Police Department has been notified of any unwanted and inappropriate physical touch of a Fort Bend ISD student at school or at a school-related activity. The Title IX Coordinator will also be notified by the investigating campus administrator.
The parent/guardian of the alleged aggressor will also be notified of the allegations and will receive a copy of Parent/Student Rights form as well. For campus investigations that do not involve physical touch, campus administrators will begin their investigations and take statements from the complainant, respondent, and any available witnesses, as well as review available evidence, such as available video surveillance. If the campus investigation determines that the alleged aggressor may represent a threat to the safety of the alleged victim or others, or necessitates removal from an activity or program, the campus may conduct a campus student threat assessment. For investigations that involve physical touch, campus investigations may be delayed until law enforcement investigations and interviews are completed, at which point, campus investigations may promptly resume.
Upon receipt of allegations and during the investigation, a safety plan and supportive measures will be offered immediately to both parties. This may include but are not limited to: a schedule change, increased adult monitoring, offer for counseling, and a stay away agreement.

Within 3-5 business days (for uncomplicated sexual harassment investigations), campus administrators will communicate findings to the parent/guardians in a letter to notify of findings with continued supportive measures, safety plan, and stay away agreement. If a determination of a Code of Conduct violation has occurred in accordance with this Code, the respondent's parent/guardian will be notified, and this action will be documented in the Skyward discipline record. For complicated investigations that involve law enforcement and Child Advocacy Center interviews that delay campus investigations, campus administrators should complete their investigations within 3-5 business days after receipt of results from CAC interview and clearance to interview the complainant. The complainant may request a campus transfer or may request that the respondent be transferred to another campus in situations where sexual harassment is substantiated. Transportation will not be provided in these instances.

Both the complainant and the respondent retain the right to file a formal Title IX complaint during this process. Please contact the District Title IX Coordinator, Kelli Upshaw (281) 281-7232 or Kelli.Upshaw@fortbendisd.gov with any concerns or questions.

Sexual Harassment Policy DIA and FFH(LOCAL)
Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

- Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, or hostile educational environment;

- Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

- Otherwise adversely affects the student's educational opportunities.

Examples of sexual harassment of a student may include, but are not limited to, sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication. Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment
Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

- Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, or hostile educational environment;

- Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

- Otherwise adversely affects the student's educational opportunities. Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include, but are not limited to, derogatory jokes, name-calling, slurs, or rumors; cyber harassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence Policy FFH (LOCAL)
Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense. For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

- Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, or hostile educational environment;

- Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

- Otherwise adversely affects the student's educational opportunities.

Examples of dating violence against a student may include, but are not limited to, physical or sexual assaults; name-calling; putdowns; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include, but are not limited to, destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family,

stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.
Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other district employee, or the appropriate District official listed in this policy.

Threat Assessment

Threat Assessment and Safe and Supportive School Team

The Texas Education Code 37.115(a)(1) requires campus behavioral threat assessment teams, tracking of actions taken relative to students who make threats, and notification of parents if threats are made. The Texas Education Code mandates a Safe and Supportive Schools Program Team.

All Fort Bend ISD campuses have trained threat assessment teams called CSTAT; Campus Student Threat Assessment Team [see Education Code 37.220] . Members include a campus administrator, school counselor, and student resource officer. The team may also include a campus staff member who is familiar with and has a rapport with student(s) involved. Threat assessment is an investigative process. Parents of the victim and alleged aggressor are contacted during the investigation. Once the team determines if the threat is transient (not serious) or substantive (serious, very serious) the team must consider interventions and resources needed to ensure support for all students involved.

A threat assessment investigation may also include a safety assessment conducted by the District Student Threat Assessment Team also known as DSTAT. In accordance with TEC 37.115, policy FFB(LEGAL), and FFB(LOCAL) the District has created a District Threat Assessment Team (DSTAT) to provide guidance and assessment to campuses when dealing with substantive (serious and very serious) student threats. DSTAT will also track all threats to ensure appropriate support is provided to students and campuses and shall take appropriate action in accordance with this Code to ensure a safe and coordinated response to all student threats. The goal is to prevent campus violence, establish a safe campus experience, and provide needed additional support for the success of all students.

These actions may include:

- Development of a safety plan;
- Safety check-ins;
- Additional monitoring during transition periods; and/or
- Referral to DAEP.

Each campus shall have a Campus Student Threat assessment Team (CSTAT), coordinated by the CBC or principal that investigates threats, creates safety plans, and develops behavior interventions to reduce the risk of violence. Each Campus Student Threat Assessment Team should be comprised of, at a minimum, the CBC or principal, counselor, and School Resource Officer (SRO). Other members may include special education staff, the Campus Compliance Coordinator, investigating assistant principal, nurse, or others with knowledge of the student and behaviors. CSTAT teams are supported by the DSTAT for training, assessing student plans, and monitoring.

Threat is defined as: a concerning communication or behavior that indicates that an individual poses a danger to the safety of school staff or students through acts of violence or other behavior that would cause harm to self or others. The threat may be communicated behaviorally, orally, visually,

in writing, electronically, or through any other means, and is considered a threat regardless of whether it is observed by or communicated directly to the target of the threat or observed by or communicated to a third party, and regardless of whether the target of the threat is aware of the threat.

All threats will be taken seriously and will be investigated by campus administrators or law enforcement personnel, as appropriate. There are various types of threats which include, but are not limited to, the use of threatening language or gestures, assault by threat, and terroristic threat. Disciplinary consequences and/or police action will be assessed based on the outcome of each investigation. A student commits an offense of terroristic threat if he/she threatens to commit any offense involving violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; classroom; or place of assembly; or
- Cause impairment or interruption of school communications, power supply, or school-related transportation.

Threat Assessment Investigations

A campus may determine a need to conduct a threat inquiry or assessment as a tool for responding to threatening situations in which there is a concern about a particular student who has come to the attention of school administrators by engaging in communications or behaviors of concern. If, in the process of the inquiry, these concerns meet the criteria of "harmful, threatening, or violent behaviors," established by TEC 37.115, then a threat assessment will be conducted. In instances where this threat assessment becomes a formal Campus Student Threat Assessment Process, the principal or CBC will follow the following procedures:

If the campus administrator determines that an immediate threat is present, Fort Bend ISD Police Department and District leadership will be notified immediately. The District Student Threat Assessment Team will also be notified. Parents of any alleged victims and aggressors will be notified as soon as the alleged threat is secured in situations where immediate threat of school violence is determined. In other situations, the Campus Student Threat Assessment Team will review the threat and investigate further.

The campus administrator will convene the Campus Student Threat Assessment Team (CSTAT) initially to review the initial report and assign roles and responsibilities to obtain details regarding the allegation and student's history. The person reporting will be provided the Incident Reporting Form.

The campus administrator will meet with the student alleged to have made a threat to take the student's verbal and written statement and to determine if there is merit to the allegations and determine if there is a need to proceed, based on presenting information. Statements will be taken from the alleged victim and witnesses regarding the allegations. If the investigation indicates that no threat is present, the CSTAT may reconvene to determine that additional inquiry is unnecessary. If the alleged victim is in fear, a safety plan and stay away agreement will be developed to protect the alleged victim.

However, if the CSTAT continues to investigate and finds evidence that there may be a threat to school safety, the counselor may interview the student. The campus administrator will provide copies of Student/Parent Rights to both the aggressor and victim and their parent/guardian and notify them of the threat investigation.

The CSTAT will convene to determine threat level and provide a copy of their determination to the District Student Threat Assessment Team for review within ***one business day if a substantive threat and two business days if a transient threat***.

Transient threats are those that can be identified as temporary expressions of anger or frustration (or perhaps inappropriate attempts at humor) that dissipate quickly when the student reflects on the meaning of what he or she has said. Substantive threats are those that include an intent to harm someone beyond the immediate incident or creates a significant amount of fear or disruption in the school setting.

If the CSTAT determines that a transient threat was made, the students and parents/guardians of the alleged victim and aggressor will be advised of the outcome of the threat assessment. The alleged aggressor and parents/guardians will be notified if disciplinary action will be taken, and due process in accordance with this Code will be followed.

If the CSTAT determines that a substantive threat was made, the students and parents/guardians of the alleged victim and aggressor will be advised of the outcome of the threat assessment. The alleged aggressor will have an additional safety assessment promptly by a member of the District Threat Assessment Team (DSTAT) to determine what safety measures and interventions are needed to protect school safety and the alleged victim. This is not a mental health assessment, but is conducted to determine appropriate interventions, including a safety plan to protect the alleged victim, referrals to resources, development of behavioral strategies, and the development of a district-wide support plan to assist the student in deterring violence as an option to redress wrongs. A member of the District Threat Assessment Team may provide support for the student during an alternative school placement or long term, depending on the student's needs.

Alleged victims may request a campus transfer for substantive threats for themselves or the person threatening them through their principal or Campus Behavior Coordinator.

REPORT OF A THREAT



CAMPUS/DISTRICT NOTIFICATION

- Secure the targeted student.
- Notify campus administrators and school resource officer of the threat; secure the subject of concern.
- If a weapon is involved, contact Fort Bend ISD Police, Department of School Leadership and the District Threat Assessment Team (DTAT).



SCREENING

- Use the FBISD Sentinel Pre-Screener to determine if there is a need to proceed to Sentinel.
- If there is no need to proceed to Sentinel, the campus will follow the regular investigation protocol.



PARENT NOTIFICATION

- Contact the parent/guardian of the subject of concern and targeted student(s) to inform them of the alleged threat.



SCHOOL-BASED THREAT ASSESSMENT TEAM (SBTAT)

- Investigate incident: conduct interviews, obtain statements, and receive parent input. Document all information in Sentinel.
- Contact SPED/504/McKinney-Vento staff as appropriate.
- Contact Title IX Coordinator if the threat is sexual in nature.
- Law enforcement will conduct a parallel investigation.



FINAL DETERMINATION

- Review the evidence, consult with DTAT to determine the threat classification/risk level, and implement campus-based interventions as needed (e.g. safety plan, stay-away agreements, etc.).
- Notify parents of findings.
- The DTAT will review the threat assessment information to determine if there is a need for additional interventions at the district level.

FBISD 2026-27 Instructional Calendar

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August

July 30th -July 31st..... District Professional Learning Days/ No Students
3rd .....Teacher Work Day/No Students
4th-7th .....Professional Learning Day/No Students
10th.....Teacher Planning Day/No Students
11th..... First Day of Classes 1st Semester

September

7th .....Student/Teacher Holiday/Labor Day
24th..... Early Release-Elementary
25th.....Professional Learning Day/No Students

October

9th .....Teacher Planning Day/No Students
12th-16th.....Student/Teacher Holiday

November

23rd-27th.....Student/Teacher Holiday

December

17th.....Early Release – MS/HS
18th.....Early Release/All Students
21st-31st ..... Student/Teacher Holiday/Winter Break

January

1st..... Student/Teacher Holiday/New Year's Day
4th .....Professional Learning Day/No Students
5th .....Teacher Planning Day/No Students
6th .....First Day of Classes 2nd Semester
18th.....Student/Teacher Holiday/Martin Luther King Jr. Day

February

11th..... Early Release-Elementary
12th.....Professional Learning Day/No Students
15th..... Student/Teacher Holiday/ Inclement Weather Make-Up Day

March

5th .....Teacher Planning Day/No Students
8th-12th.....Student/Teacher Holiday
26th.....Student/Teacher Holiday

April

30th..... Student/Teacher Holiday/ Inclement Weather Make-Up Day

May

26th..... Early Release MS/HS
27th.....Early Release – All Students/Last Day for Students
28th.....Teacher Work Day/No Students
31st .....District Office and Campuses Closed/Memorial Day

July

5th-9th .....District Office and Campuses Closed

Key

- Teacher Work Day
- Professional Learning
- Teacher Planning
- First Day of Semester
- District Professional Learning Day
- Holiday
- [ ] Beginning/End of Nine Weeks
- { } Exams
- Early Release ES
- Early Release MS/HS
- Early Release ES/MS/HS
- Indement Weather Make-up Day

This Calendar Reflects the Following:	ES	MS	HS
Total Days of Instruction	172	172	172
Total Teacher Contract Days	187	187	187
Operational Minutes Per Full Day	440	440	440
Operational Minutes Per Early Release Days	240	270	245
Total Operational Minutes Pre-Waiver	74,880	75,000	74,900
Waiver Minutes for Professional Learning	2,100	2,100	2,100
Total Operational Min. w/Approved Waivers	76,980	77,100	77,000
Bank of Operational Minutes	1,380	1,500	1,400

HB 2442 requires a minimum of 75,600 operational minutes with any applicable waivers and at least a minimum bank of 840 operational minutes. The bank of operational minutes can be used in the event of bad weather and other issues of health and safety. FBISD reserves the right to revise the calendar, pending Board approval, to meet the minimum required operational minutes each year.

August 2026

S	M	T	W	T	F	S
	27	28	29	30	31	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 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	[8]	9	10
11	12	13	14	15	16	17
18	[19]	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	{15}	{16}	{17}	{[18]}	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

S	M	T	W	T	F	S
					1	2
3	4	5	[6]	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

S	M	T	W	T	F	S
	1	2	3	[4]	5	6
7	8	9	10	11	12	13
14	[15]	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	{24}	{25}	{26}	{[27]}	28	29
30	31					

June 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1st Semester Grading Period		81 Days
1st Nine Weeks	8/11- 10/8	41
2nd Nine Weeks	10/19 - 12/18	40

2nd Semester Grading Period		91 Days
3rd Nine Weeks	1/6 - 3/4	39
4th Nine Weeks	3/15 - 5/27	52

Cultural and religious observances of families in FBISD can be accessed on the Diversity Calendar at www.fortbendisd.com/diversity.

Board Approved 1/29/2026

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2025-26 Campus List

2025-26 Campus List

FBISD
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2025-26 Campus List

FBISD
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FBISD exists to inspire and equip ALL students to pursue futures beyond what they can imagine.

A Fort Bend ISD Graduate has a rigorous academic foundation, strong character, and is…



equipped with skills for life.

Fort Bend ISD graduates exhibit grit and determination in all aspects of life; respect self and others; engage in healthy life choices; are literate and articulate; proficient with technology; and meaningfully and practically apply knowledge in productive ways.



a servant leader.

Fort Bend ISD graduates demonstrate confidence while maintaining a humble and kind demeanor; prioritizing the needs of others while accepting responsibility for themselves and are accountable for their own actions; are optimistic; and strive to bring out the best in others.



an effective communicator.

Fort Bend ISD graduates communicate clearly both orally and in writing; respectfully and actively listen to others; appropriately engage in courageous conversations; and appropriately adapt their communication style to the audience.



a critical thinker.

Fort Bend ISD graduates are visionary and solutions-oriented problem solvers; are inquisitive and innovative; and have the courage to actively challenge conventional methods in order to improve themselves and the world around them.



a compassionate citizen.

Fort Bend ISD graduates are empathetic to their fellow citizens, exhibiting care and concern for others; are inclusive and embrace differences; are culturally aware; actively engage in improving our diverse community; exercise their right to vote; and are dependable, respectful, trustworthy, and self-disciplined.



a collaborative team member.

Fort Bend ISD graduates work effectively with others to achieve group goals; take actions that respect the needs and contributions of others; yield their own objectives to the goals of the team; and positively facilitate and contribute to teamwork.



a life-long learner.

Fort Bend ISD graduates approach life with wonder and curiosity; seek opportunities to be creative; possess a thirst for knowledge and the ability to adapt to change; and are academically prepared to pursue and attain futures beyond what they can imagine!

2026 – 2027 Student Code of Conduct Recommendations

Page	Section	Recommended Action From 2026-2027	Action / Rationale To 2026-2027	Stakeholder Group
Page 4	Quick Reference Guide	Add	**Action:** Add entry Formal Teacher Removal to the Quick reference Guide **Rationale:** Clarity with the location of information.	DDAC
Page 8	Definitions	Add	**Action: Add definitions** Disruptive Activities Disruption of Classes **Rationale:** Alignment with the HB6	DSA
Page 9	Definition	Add	**Action:** Add definition Extortion/coercion/blackmail - making an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, or force. **Rationale:** Clarity and alignment with the offense listed in the charts.	CBC
Page 11	Definitions	Change	**Action:** Change to Non DAEP Threat **Current -** A transient threat or threat not meeting the level to cause fear as determined by a campus or district threat assessment. **Change to** - A transient threat **which is a** threat not meeting the level to cause fear as determined by a campus or district threat assessment. **Rationale**: Clarity with the definition.	DDAC
Page 15	Definitions	Add	**Action:** Change to Personal Communication Device **Current:** Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication. **Change to:** Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, **glasses**, or any other electronic device capable of telecommunication or digital communication. **Rationale:** Alignment with HB 1481	CBC
Page 27	Discipline Offenses by Level	Add	**Action:** Add link Link to Commonly Used Acronyms added to Discipline Offenses by **Rationale:** Clarity with the location of information.	DDAC

Page 39	Discipline Chart	Add	Disruptive Activities – Elementary (3-5), Secondary, Level 3 and 4 Offense) Disruption of Classes – Elementary (3-5), Secondary, Level 3 and 4 Offense	DSA
Page 47	Dress Code	Add	**Action:** Add the word "hoodie." **Current:** Athletic wear, which may include yoga pants, stretch leggings, biker shorts, and fitness tights, are permissible as long as they do not reveal undergarments, do not have sections of see-through material, or are worn with a shirt that covers the posterior, and are not disruptive to the school environment. **Change to:** Athletic wear, which may include yoga pants, stretch leggings, biker shorts, and fitness tights, are permissible as long as they do not reveal undergarments, do not have sections of see- through material, or are worn with a shirt or **hoodie**, that covers the posterior, and are not disruptive to the school environment. **Rationale:** Attire update	CBC
Page 50	Bullying	Change/Relocate	**Action:** Additional clarifying information added and bullying items relocated. **Current:** Cyberbullying as defined in David's Law is bullying arising from a pattern of acts or one significant act that is done through the use of 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, an Internet website, or any other Internet-based communication tool. Because of David's Law, "cyberbullying" is now more specifically included in the definition of "bullying" in the Education Code. The bullying provisions in the Education Code (including pre-existing law and changes made by David's Law) apply to: • Bullying that occurs on or is delivered to a school property or to the site of a school- sponsored or school-related activity on or off school property; • 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; • 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. **Change to:**	DSA

			Cyberbullying" as defined in David's Law as bullying arising from a pattern of acts or one significant act that is done through the use of 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, an Internet website, or any other Internet-based communication tool. **Some of the methods of cyberbullying include pretending to be someone else online to deceive others, spreading lies and rumors about victims, using deception to obtain personal information from others, and posting images of victims without their consent. Cyberbullying may include the use of artificial intelligence to create false photos or representations of other individuals.** The bullying provisions in the Education Code apply to: • **Bullying that occurs on or is delivered to a school property or to the site of a school-sponsored or school-related activity on or off school property;** • **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;** The bullying provisions in the Education Code (including changes made by David's Law) apply to: • 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. **Rationale:** Clarity (separating bullying and cyberbullying).	
Page 58	Discretionary Placement	Add	**Disruptive Activities** – A student alone or in concert with others, intentionally engages in disruptive activity on the campus or property of any private or public school. **Addition:** TEC, §37.123, defines disruptive activities as: (1) obstructing or restraining the passage of persons in an exit, entrance, or hallway of a building without the authorization of the administration of the school. (2) seizing control of a building or portion of a building to interfere with an administrative, educational, research, or other authorized activity; (3) preventing or attempting to prevent by force or violence or the threat of force or violence a lawful assembly authorized by the school administration so that a person attempting to participate in the assembly is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur; (4) disrupting by force or violence or the threat of force or violence a lawful assembly in progress; or	DSA

			(5) obstructing or restraining the passage of a person at an exit or entrance to the campus or property or preventing or attempting to prevent by force or violence or by threats of force or violence the ingress or egress of a person to or from the property or campus without the authorization of the administration of the school. **Rationale:** Alignment with HB6	
Page 59	Discretionary Placement	Add	**Disruption of Classes** - While on school property or on public property within 500 feet of school property, alone or in concert with others, intentionally disrupts the conduct of classes or other school activities. **Addition:** TEC, §37.124, defines disrupting the conduct of classes or other school activities as: (1) emitting noise of an intensity that prevents or hinders classroom instruction; (2) enticing or attempting to entice a student away from a class or other school activity that the student is required to attend; (3) preventing or attempting to prevent a student from attending a class or other school activity that the student is required to attend; and (4) entering a classroom without the consent of either the principal or the teacher and, through either acts of misconduct or the use of loud or profane language, disrupting class activities. TEC §37.124 defines Public Property as a street, highway, alley, public park, or sidewalk. TEC §37.124 defines School Property as a public school campus or school grounds on which a public school is located and any grounds or buildings used by a school for an assembly or other school-sponsored activity. **Rationale:** Alignment with HB6	DSA
Page 75	Removal From Bus	Add	**Current:** Misconduct on buses, in District vehicles, or at bus stops, will be disciplined in accordance with this Code. Bus riding privileges may be suspended or revoked. **Change to:** Misconduct on buses, in District vehicles, or at bus stops, will be disciplined in accordance with this Code. Bus riding privileges may be suspended or revoked. **Bus misconduct (Level I), Bus misconduct serious (Level II-IV).** **Rationale**: Clarity with removal from the bus information	DDAC
Page 77	Personal Communications and Electronic Devices	Add	**Action:** Add “glasses” to Students shall not… **Current:** Use a personal communications device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. (See definitions) **Change to:** Use a personal communications device, including a cell phone, **glasses**, or other electronic device on	CBC

			school property during the school day and shall store the device in accordance with the method of storage established by the district. (See definitions) **Rationale:** Alignment with HB 1481	
Page 78	Personal Communications Electronic Devices	Change	**Action:** Add "glasses" to Personal Communications and Electronic Devices - Definitions **Current:** "Personal Communication devices" are those that emit an audible signal, vibrate, display a message, or otherwise summon or deliver a communication to the possessor such as cell phones, smartwatch, wireless headphones, and ear buds. FNCE (LEGAL) and (LOCAL) Elementary students in Pre-K, K, and 1st grade shall not possess a personal communication device on school property during the school day. **Change to**: Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, **glasses**, or any other electronic device capable of telecommunication or digital communication. Elementary students in Pre-K, K, and 1st grade shall not possess a personal communication device on school property during the school day. **Rationale:** Alignment with HB 1481	CBC
Page 87	Report of a Threat	Changes	**Current:** Secure the victim **Change**: Secure the targeted student **Rationale**: Match terminology in Sentinel **Current:** Secure the aggressor **Change:** Secure the subject of concern **Rationale:** Match terminology in Sentinel **Current:** DSTAT **Change:** District Threat Assessment Team (DTAT) **Rationale:** Match terminology in Sentinel **Current:** If a threat assessment is not needed, the campus will follow the regular investigation protocol. **Change:** If there is no need to proceed to Sentinel, the campus will follow the regular investigation protocol **Rationale:** Change in process **Current:** CSTAT Process **Change:** School-Based Threat Assessment Team (SBTAT) **Rationale:** Match terminology in Sentinel **Current:** Investigate incident; conduct interviews, obtain statements, and receive parent input. **Change:** Investigate incident; conduct interviews, obtain statements, and receive parent input. Document all information in Sentinel. **Rationale:** Change in process	DSA

			Current: Review the evidence, determine the threat level and establish needed interventions (e.g. safety plan and stay-away agreements). **Change:** Review the evidence, consult with DTAT to determine the threat classification/risk level, and implement campus-based interventions as needed (e.g. safety plan, stay **Rationale:** Change in process **Current**: Campus threat assessment documents are sent to DSTAT for further review. DSTAT determines if there is a need for additional interventions. **Change:** The DTAT will review the threat assessment information to determine if there is a need for additional interventions at the district level. **Rationale:** Change in process	

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Interlocal Agreement Expose Excellence Youth Program	
Board Policy: FED (Legal) and FEA (Local)	**District Priority:** Priority 2
Department: Deputy Superintendent Teaching & Learning	
Are there related documents to be signed by the Board? Choose Item	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of a renewal Interlocal Agreement between Fort Bend ISD, Fort Bend County and Fort Bend County Juvenile Board for the 2026-27 school year regarding the Expose Excellence Youth Program.

Summary/Background

FBISD has collaborated with Fort Bend County ("County") and the Fort Bend County Juvenile Board ("Juvenile Board") to address prevention and intervention youth services through the Expose Excellence Youth Program ("Program"). The goal of the County program is to apply pro-active services, strategies, and meaningful interventions to assist at-risk students with skills to thrive in FBISD. Program services will be primarily provided at the Fort Bend County Juvenile Justice Alternative Education Program (JJAEP), or any County owned or leased location.

As provided in the agreement, the County shall assign case worker to students that are referred to the Program. These caseworkers will work as liaisons to coordinate and provide follow up with students to provide wrap around services, and will work with the student attendance specialists, school administrators, counselors, social workers, and community resources to address the social factors behind youth determinants of academic and behavioral success. Additionally, the caseworkers will provide quarterly reports to apprise FBISD of program impact on students serviced and supports needed. In return, The County agrees to provide the Expose Excellence Youth Program to FBISD youth at no cost. Our goal is to continue to deter misconduct and improve the overall academic, physical, and social emotional health of students in our community while fostering student ownership of learning and behavior.

This agreement would begin the date of execution by the last party and end July 31, 2031, unless terminated earlier by the parties.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:
Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

Lisa Langston
Executive Director of Student Affairs

Expose Excellence Youth Program

FBISD has collaborated with Fort Bend County and the Fort Bend County Juvenile Board since 2022 in an effort to address prevention and intervention youth services through the Expose Excellence Youth Program. The goal of the County program is to apply pro-active services, strategies, and meaningful interventions in order to assist at-risk students with skills to thrive in FBISD and to prevent future involvement in the justice system.

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Services offered include:

The Expose Excellence Youth Program (EEYP) provides mentorship and case management services designed to provide mentees and their families with wraparound services. EEYP has partnerships with other Fort Bend County agencies and community partners.

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Students Served

The County will collaborate with FBISD to recruit students into the Program utilizing a referral process. The decision to refer a student to the Program rests solely in the professional discretion of FBISD, and FBISD is under no obligation to refer any student or a minimum number of students.

28

Active Campuses

Program services will be primarily implemented at any Fort Bend County owned or leased location as determined by the Juvenile Probation Chief. In the event a Program activity will occur on a FBISD campus, the County agrees to comply with all campus visitor protocols.

10-17

Ages of Students Served

A few of the qualifying characteristics are youth with siblings actively involved in the juvenile justice system, economically disadvantaged, in danger of being classified as truant, victims of domestic violence, with parents in prison, and academically low performing.

Potential Implications

The renewal of this agreement will ensure continued efforts In meeting the needs of FBISD at-risk students.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR PREVENTION AND INTERVENTION YOUTH SERVICES BETWEEN FORT BEND COUNTY JUVENILE BOARD AND FORT BEND INDEPENDENT SCHOOL DISTRICT

This Agreement for Prevention and Intervention Services is made by and between the **Fort Bend County Juvenile Board** ("County") and **Fort Bend Independent School District,** ("FBISD") all governmental entities under the Interlocal Cooperation Act.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services which may include governmental functions in which the contracting parties are mutually interested;

WHEREAS, the County and FBISD are mutually interested in the public goals of prevention and intervention services for students considered at risk of entering the juvenile justice system; and intervention services for juveniles engaged in misconduct before cases are filed, excluding traffic offenses; and

WHEREAS, the County finds that the Services covered by this Interlocal Agreement qualify for funding through County and State funds.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. Scope of Services:

The County will supply community activity officers to provide the Expose Excellence Youth Program ("Program") to FBISD youth at no cost.

Program Background:

Subject to County's discretion as to capacity, the Program will serve approximately 75- 150 at-risk students ages 10-17 who are enrolled in an FBISD campus. The Program will include the following services:

A. Job Skills and Career Training;
B. Business and Entrepreneur Workshops;
C. Recreational Activities;
D. Life Skills Training;
E. Field Trips;
F. Self-Expression Activities (Spoken Word, Poetry, and Visual Arts);
G. Tutoring Services;

H. Driver's Education;
I. Financial Aid Advocacy and Support;
J. Academic Support and Advocacy;
K. Transportation;
L. Exposure to Fine Arts;
M. Case Management;
N. Campus Visits;
0. Attendance Interventions;
P. Dropout Prevention Coaching and Mentoring;
Q. Strategies to Develop Independent Study Skills;
R. Mental Health and Substance Abuse Services;
S. Mentoring and Wrap Around Services for Parents; and
T. Other mutually agreed upon activities consistent with this Agreement.

Both Parties agree to keep communication open and ongoing to review strategies for improvement and ensure program objectives are met. One meeting per semester will be held with FBISD and the County to discuss program data and status.

Program Recruitment:

The County will collaborate with FBISD to recruit students into the Program utilizing a referral process, with an emphasis on referrals from home campuses to the County, by and through the Juvenile Probation Chief. The decision to refer a student to the Program rests solely in the professional discretion of FBISD, and FBISD is under no obligation to refer any student or a minimum number of students.

County will create a consent form to be executed by a parent/guardian prior to student participation in the program. The Parties may, but are not required to, collaborate on this feature of the program.

Program services will be primarily implemented at any Fort Bend County owned or leased location as determined by the Juvenile Probation Chief. In the event a Program activity will occur on a FBISD campus, the County agrees to comply with all campus visitor protocols, FBISD Criminal Background History check procedures, and receive advanced written confirmation from the campus Principal or designee (email notification is acceptable) confirming approval of the activity and availability of the facility and campus personnel.

FBISD will not provide student transportation related to this program. Any such student transportation shall be provided or arranged by the County.

Program Data and Evaluation:

The County shall track and monitor Program participation and outcomes using the County's own criteria. The County agrees to provide monthly student data to include number of current students in the program, year-to-date numbers, and program summary.

II. Scheduling and the manner in which services are provided shall be determined by the Juvenile Probation Department, with reasonable consideration given to programing requests from FBISD.

III. It is expressly understood and agreed to by the Parties that:

A. The community activity officers shall be subject to the management and supervision of the Juvenile Probation Chief in the same manner as all other juvenile probation department employees, even though they may perform activities on a FBISD property. Such control and supervision includes, but is not limited to: hiring, supervision, discipline, and termination of the community activity officers; and

B. The community activity officers will not be required to perform any FBISD administrative duties; and

C. The provision of any required educational services remains the sole responsibility of FBISD personnel.

V. Duration of Agreement

Unless mutually initiated, canceled, or terminated earlier with thirty (30) days written notice, the term of this Inter local Agreement will be from **August 1, 2026,** through **July 31, 2027** or unless sooner as provided by this MOU. MOU will renew automatically for a new, one-year term on August 1st, of each successive year for five (5) years.

VI. Compensation

The Parties agree that the benefit to their mutual constituents and surrounding areas is fair compensation for Services performed under the contract and that any funds required of a party for their own performance will be from current revenues available to the Party. The services provided by the County are at no cost to FBISD.

VII. Confidentiality

FBISD and the County agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. The County understands that the Family Educational Rights and Privacy Act (FERP A), 20 U.S.C. § 1232g, governs the privacy and security of educational records and personally identifiable information of Students and agrees to abide by FERP A rules and regulations, as applicable.

Specifically, any document provided by FBISD to the County is considered subject to FERPA,and the County should consider any such document confidential.

VIII. Relationship of Parties

The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operatingunder this Agreement, shall be considered an agent or employee of the other and neither shallbe entitled to participate in any pension or other benefits that the other provides itsemployees.

IX. Notice to Parties

A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.

B. Notice to County shall be sent to:

Fort Bend County Juvenile Board
ATTN: Chief Juvenile Probation Officer
122 Golfview Drive
Richmond, Texas 77469

C. Notice to FBISD:

Fort Bend Independent School District
ATTN: Superintendent
16431 Lexington Blvd.
Sugar Land, Texas 77479

D. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

X. Insurance

A. FBISD shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage, and limits of coverage. FBISD shall obtain such insurance written on an Occurrence form from such licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance. The Parties acknowledge FBISD is self-funded in accordance with the laws of the State of Texas.
2. FBISD agrees to maintain General Liability Coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 in aggregate.
3. Business Automobile Liability coverage applying to the negligent operation of owned, non-owned and hired automobiles by FBISD drivers with limits not less than $100,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

B. If required coverage is written on a claims-made basis, FBISD warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

C. FBISD shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

D. FBISD shall notify Fort Bend County promptly in writing of any changes to the certificates or the policies.

E. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the FBISD.

XI. Indemnification

To the extent allowed by law, FBISD agrees to promptly defend, indemnify and hold the County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising outof or incident to, concerning or resulting from the negligent or willful act or omissions of the FBISD, its agents, officers, and or employees in the performance of this Agreement.

To the extent allowed by law, the County agrees to promptly defend, indemnify and hold FBISD harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising outof or incident to, concerning or resulting from the negligent or willful act or omissions of the County, its agents, officers, and or employees in the performance of this Agreement.

XII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

XIII. Miscellaneous Provisions

A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by all parties.

B. This Agreement shall be governed by and constructed in accordance with the laws ofthe State of Texas.

C. No assignment of this Agreement or of any right accrued hereunder shall be made, inwhole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.

D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.

E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.

F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterpartst o be effective on the _____day of _____.

FORT BEND COUNTY JUVENILE BOARD:

_____

Matthew "Kyle" Dobbs
Chief Juvenile Probation Officer

Date: 4/27/26

FORT BEND INDEPENDENT SCHOOL DISTRICT:

_____

Dr. Marc Smith
Superintendent of Schools

Date: _____

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Memorandum of Understanding (MOU) JJAEP	
Board Policy: FED (Legal) and FEA (Local)	**District Priority:** Priority 2
Department: Deputy Superintendent Teaching & Learning	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval of the Memorandum of Understanding (MOU) for the Juvenile Justice Alternative Education Program (JJAEP) services among Fort Bend County Juvenile Probation Board, Fort Bend ISD (FBISD), Stafford MSD (SMSD), and Alief ISD (AISD).

Summary/Background

Chapter 37 of the Texas Education Code requires that a Juvenile Justice Alternative Education Program be in operation in Fort Bend County. FBISD is the largest District within Fort Bend County and is therefore the designated education provider. Students enrolled in the JJAEP are assigned through court order or District placement in the program.

FBISD delivers all educational services in JJAEP as outlined in policy FODA (LEGAL). The Fort Bend County Juvenile Justice Department originally financed the building located at 400 Coen Rd. Rosharon, Texas, and oversees all maintenance and operations. The JJAEP provides program personnel, which consists of a Director, Supervisor, Assistant Supervisor, and ten staff members.

FBISD is responsible for providing appropriate educational staff to serve the students enrolled in the program. During the 2025-2026 school year, FBISD provided five teachers, one aide, and shared a principal and counselor with the M.R. Wood Center for Learning. The total budgeted cost to the district for 2025-2026 was $542,945, which included the staff members, supplies, and other operating expenditures. Projected budget for 2026-2027, which includes salaries, benefits, supplies, and other operating expenditures, is $555,173.

Stafford Municipal School District and Alief ISD are participating school districts and may reserve up to two seats at the JJAEP at a cost of $25,000 ($12,500 each). Additional seats may

be made available to the participating districts on a space-available basis, upon their request to FBISD and the Juvenile Probation Department. In the event that the districts do not utilize the facility during the school year, FBISD is required to refund 80 percent of the district's deposit.

During the 2025-2026 school year, a total of 29 students were enrolled at the JJAEP with four additional students receiving an expulsion to JJAEP but never attended due to graduation or incarceration as of 4/16/26. Of the 29 enrolled students, none were assigned from Stafford MSD or Alief ISD. All 29 students enrolled in the JJAEP were from Fort Bend ISD.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent of Teaching and Learning

Lisa Langston
Executive Director of Student Affairs

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

MEMORANDUM OF UNDERSTANDING

FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THIS MOU is made and entered into by and between the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", FORT BEND INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "FBISD", STAFFORD MUNCIPAL SCHOOL DISTRICT, hereinafter referred to as "SMSD", and ALIEF INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "AISD".

WHEREAS, Chapter 37 of the Texas Education Code requires that a Juvenile Justice Alternative Education Program, ("JJAEP") be in operation in Fort Bend County, and such a JJAEP has been established; and WHEREAS, the parties hereto desire to continue the JJAEP currently in existence.

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties hereto agree as follows:

SECTION I

DEFINITIONS

For the purpose of this MOU, the following terms shall mean:

1.1 *BOARD Personnel* – Probation Officers, Youth Specialists, Site Supervisors, Campus Supervisors, Director, Chief Juvenile Probation Officer.

1.2 *Classroom* – A designated room at the JJAEP.

1.3 Co*urt ordered students* – Students who have not been expelled from school but reside within Fort Bend County and have been ordered to attend the JJAEP.

1.4 *Eligible Students* – Students who have been expelled from school by FBISD or a Member School District pursuant to the terms of Chapter 37 of the Texas Education Code.

1.5 *FBISD Personnel* – Teachers, Teacher's Aide, and a Counselor.

1.6 *Home School* – The school district and campus where students would ordinarily attend school if not placed in the JJAEP.

1.7 *JJAEP* – The Fort Bend County Juvenile Justice Alternative Education Program.

1.8 *Member School District(s)* – SMSD and AISD.

1.9 *Parent/Guardian Consent* – Any consent required by federal or state law, or an administrative agency to facilitate the purposes of the MOU.

1.10 *Educational Services* –instruction and/or assistance at the JJAEP in curriculum that includes, at a minimum, reading, language arts, mathematics, living skills, science, and counseling.

1.11 *Teacher* – A FBISD classroom teacher who is certified by the State of Texas and assigned to provide Educational Services at the JJAEP.

1.12 *Teacher's Aide* – A FBISD classroom teacher's aide who is assigned to assist teachers at the JJAEP.

SECTION II

PURPOSE

2.1 The purpose of the MOU is to make educational services available to eligible students and court ordered Students who reside in Fort Bend County.

SECTION III

TERM

3.1 The term of this MOU shall commence on August 1st, 2026 and terminate on July 31, 2027 or unless sooner terminated as provided in this MOU.

3.2 This MOU may be terminated at any time during its term, for any reason, by either the BOARD or FBISD, upon thirty (30) days written notice. A Member School District may withdraw from the MOU by giving fifteen (15) days written notice to the BOARD and FBISD.

3.3 MOU will renew automatically for a new, one-year term on August 1st, of each successive year for the next eight (8) years.

SECTION IV

RIGHTS AND DUTIES OF FBISD

4.1 FBISD will provide expulsion forms to the JJAEP, prior to student enrollment. This will include the following information:

- Student profile with current grade level

- Special education determination with listed services and current ARD, EIP/BIP
- Type of expulsion
- Offense with code
- Start date of expulsion
- Number of days of expulsion
- Police report will be filed with the probation department and district attorney's office

4.2 FBISD shall be responsible for providing educational services to students placed at the JJAEP.

4.3 FBISD will provide five (5) teachers and one (1) Teacher's Aide. Professional counseling services will be provided as the need arises.

4.4 FBISD personnel will coordinate with students' home schools to provide for the administration of state-mandated standardized assessments to students assigned to the JJAEP.

4.5 FBISD personnel will cooperate with BOARD personnel to address behavior and discipline matters and reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.

4.6 FBISD personnel will communicate with the student's Home School to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.

4.7 FBISD personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided to each while the student is enrolled at the JJAEP.

4.8 It is understood and agreed by all parties that FBISD will provide Special Education and related services to students who are eligible for services under the Individuals with Disabilities Education Act, and/or Section 504 of the Rehabilitation Act. However, this MOU in no way places on FBISD the entire duty to provide Special Education students who do not reside in FBISD with a comprehensive free appropriate public education. The student's district of residence remains responsible for the provision of a free appropriate public education to any of its students who are placed at the JJAEP.

4.9 FBISD will provide transportation from a location in FBISD to the JJAEP. Students shall be responsible for transportation to and from the FBISD location or may arrange for private transportation.

4.10 Prior to providing educational services to a student who is eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) or limited English proficient (LEP) classifications FBISD personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process, and parent consent.

4.11 It is understood and agreed by all parties that FBISD will provide to all eligible JJAEP students "The Free or Reduced Breakfast and Lunch Program".

SECTION V

RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICT(S)

5.1 A Member School District may reserve up to two seats at the JJAEP for the school year upon payment of up to $25,000 to FBISD ($12,500 per seat). Such payments shall be made no later than October 1st of the school year to reserve a seat for that school year. Additional seats may be made available to a Member School District, on a space-available basis, upon request to FBISD and the Chief Juvenile Probation Officer. Except for court ordered students, cost to the Member School District for such additional placements shall be pro-rated for the amount of time the student spends in the JJAEP. A refund of 80% for any unused seats will be provided by June 30th following the end of the school year. It is expressly understood that a Member School District is not required to provide funding for a Court-ordered student, as defined above in Section 1.3, pursuant to the Texas Education Code Section 37.012

5.2 Member School Districts shall, upon placement of an eligible student in the JJAEP, provide JJAEP staff with academic records and any available assessment records so that the appropriate educational services are provided while the student is enrolled in the JJAEP.

5.3 Member School District staff will communicate with the student's Home School and JJAEP staff to clarify any questions that arise with regard to the provision of educational services and administration of state mandated standardized assessments.

5.4 A Member School District shall be responsible for arranging transportation services for students it expels to the JJAEP.

SECTION VI
RESPONSIBILITIES OF THE BOARD

6.1 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this MOU, in a timely fashion.

6.2 The BOARD will ensure that the JJAEP will operate in conjunction with the FBISD academic calendar.

6.3 The BOARD will provide responsible BOARD personnel in the following order:

A. Chief Juvenile Probation Officer;

B. Assistant Chief Juvenile Probation Officer;

6.4 The BOARD will provide personnel to support students in following order:

A. On-site probation officer

B. On-site counselor

C. Youth specialists

D. Reading coach / Transition cooridinator

6.5 The Chief Juvenile Probation Officer will secure necessary parent/guardian consent, provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to children who are limited English proficient (LEP) or special education students, and assist FBISD to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

6.6 No later than December 1st of the applicable school year, the BOARD will provide FBISD and the Member School District(s) a copy of its student code of conduct for the school district's review and approval.

6.7 The Chief Juvenile Probation Officer will provide and maintain appropriate instructional space for students and FBISD personnel and will ensure that, at a minimum, one (1) Youth Specialist is always present in each classroom.

6.8 The Chief Juvenile Probation Officer will provide staff members to provide support to FBISD personnel should event crisis intervention is required at the JJAEP.

6.9 To the extent possible, the Chief Juvenile Probation Officer will develop daily schedules/activities so that interruptions to students' education are kept at a minimum.

6.10 Academics and classroom discipline will be the responsibility of the teacher in accordance with FBISD classroom rules and regulations. The BOARD staff, at the request of the teacher, will remove those students not complying with classroom rules.

6.11 The BOARD shall require students who are age 17 at the time of expulsion to agree to the terms of placement in a contractual agreement prepared by the JJAEP.

6.12 The County will obtain all required criminal history record information regarding any County employees providing services under this agreement and remain subscribed to the DPS criminal history clearinghouse for such employees for the duration of this agreement. If County receives information that a county employee providing services under this agreement subsequently has a disqualifying criminal history, County will immediately remove the employee from contract duties and notify the district by email to Servicers@FortBendISD.com.

SECTION VII
DATA PRIVACY

7.1 The use of disclosure by any party of information concerning a student in violation of state or federal law is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.

7.2 FBISD, the Member School District(s), and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VIII
ASSIGNMENTS

8.1 This MOU is not assignable by any party.

SECTION IX

INDEPENDENT CONTRACTOR

9.1 It is agreed by the parties that at all times and for all purposes hereunder that FBISD and FBISD employees are independent contractors and not employees of the BOARD. No statement contained in this MOU shall be construed so as to find FBISD or any member of its staff to be an employee of the BOARD, and FBISD shall be entitled to none of the rights, privileges, or benefits of a BOARD employee, except as otherwise may be stated herein.

9.2 It is agreed by the parties, that at all times and for all purposes hereunder, the BOARD and BOARD employees are not employees of FBISD. No statement contained in this MOU shall be construed so as to find the BOARD to be employees of FBISD, and the BOARD shall be entitled to none of the rights, privileges, or benefits of FBISD employees except as otherwise may be stated herein.

9.3 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting FBISD (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. FBISD is to be and shall remain an independent contractor with respect to all services performed under this MOU.

SECTION X

SEVERABILITY

10.1 The provisions of this MOU are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this MOU is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this MOU forthwith upon the delivery of written notice of termination to the other party.

SECTION XI

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

11.1 It is understood and agreed that the entire MOU of the parties is contained herein, and that this MOU supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous MOUs presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of

the provisions of this MOU shall be valid only when expressed in writing and duly signed by the parties.

SECTION XII

SERVICES NOT PROVIDED FOR

12.1 Only services specifically provided for by this MOU will be allowed by BOARD. Any change to the work or materials to be provided by FBISD will be considered a modification of the MOU and must be approved in writing by the BOARD.

SECTION XIII

SHARING OF INFORMATION

13.1 As authorized by the Texas Family Code Chapter 58, the BOARD shall share juvenile criminal history record information regarding students to FBISD and the Member School District(s) upon written request from the appropriate Superintendent or Principal. Similarly, the school districts shall provide the BOARD with educational information necessary to provide services to students at the JJAEP.

13.2 FBISD and the Member School District(s) shall, upon a student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public school district when a student transfers, including but not limited to:

1) The student's name, date of birth, and grade level;
2) Enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in those courses);
3) Notice of expulsion, where relevant;
4) Special Education or Section 504 records if any;
5) Transcript;
6) The student's Texas Assessment of Knowledge and Skills (TAKS) summary sheets, if applicable;
7) The student's State of Texas Assessment of Academic Readiness (STAAR) summary, if applicable;
8) The student's previous years attendance record;

9) The student's current attendance records, immunization records, and emergency contact information.

13.3 The Chief Juvenile Probation Officer shall provide the school districts, upon written request of the superintendent, with information including, but not limited to:

1) The court order placing a student in the JJAEP;
2) Probation Officer's name;
3) Offense for which the student is being placed in JJAEP and the location of offense;
4) Length of time the student is to be assigned to JJAEP;
5) Any disposition of charges against the student;
6) The court order releasing the student from JJAEP; and
7) Any notice of withdrawal from JJAEP

13.4 Notwithstanding any provision herein to the contrary, all Parties that are considered juvenile service providers under applicable law, including the Family Educational Rights and Privacy Act (FERPA) regulations § 99.31(a)(5) and § 99.38; Section 37.084, Texas Education Code 37.084(a) and Texas Family Code, Sect. 58.0051, do hereby agree and make the following certifications regarding the exchange of confidential information from education records pursuant to the MOU:

(1) The designee of a juvenile service provider, who is acting within the scope of his or her employment, shall make the request for confidential information from a student's education record prior to the student's adjudication; and the information requested must relate to the juvenile system's ability to serve the student whose records are requested;

(2) Confidential information from a student's education record shall be used only for the purposes of verifying the identity of a student involved in the juvenile system and to provide delinquency prevention or treatment services to the student prior to adjudication; and

(3) The confidentiality of a student's educational record shall be maintained and shall not be disclosed to a third party, except a juvenile service provider that is part of the juvenile justice system and only for the purposes herein, without the prior written consent of the parent of the student or the eligible student.

13.5 Any juvenile criminal history information about a juvenile provided pursuant to the terms of the MOU shall be released only to appropriate school personnel and not to any third party.

For purposes of this Section, "appropriate school personnel" is defined to include superintendents, principals, school psychologists, social workers, and counselors.

13.6 Juvenile criminal history information shall be kept strictly confidential and in a secured area separate from other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

SECTION XIV

COMPLIANCE WITH LAWS AND REGULATIONS

14.1 In providing all services pursuant to this MOU, FBISD, Member School District(s), and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of the MOU and shall entitle FBISD and the BOARD to terminate this MOU immediately upon delivery of written notice of termination.

SECTION XV

SUSPENSION OF STUDENTS

15.1 JJAEP Students that are assigned to the JJAEP campus under the status of Expulsion Orders only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:

- Having a positive drug test
- Failure to follow the campus rules, i.e., Student Code of Conduct

This applies to only those students that are ordered to attend the JJAEP campus who are under no other orders other than the Expulsion Orders. Those students that violate the JJAEP campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be removed/suspended from the JJAEP campus for a period not to exceed three consecutive days and only at the direction of the site principal.

SECTION XVI

NOTICE

16.1 Notices, correspondence, and all other communications pursuant to this MOU shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Toni Wallace
Juvenile Board Chair
301 Jackson Street
Richmond, TX 77469

Notice to FBISD shall be delivered to:

Fort Bend Independent School District
Department of Student Affairs
16431 Lexington Blvd.
Sugar Land, TX 77479

Notice to SMSD shall be delivered to:

Stafford Municipal School District
Business Office
1625 Staffordshire Road
Stafford, TX 77477

Notice to AISD shall be delivered to:

Alief Independent School District
Deputy Superintendent of Instruction
4250 Cook Road
Houston, TX 77072

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: _____

Honorable Toni Wallace, Juvenile Board Chair

Date:

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: _____

Dr. Marc Smith, Superintendent of Schools

Date:

ALIEF INDEPENDENT SCHOOL DISTRICT

By: _____

Dr. Anthony Mays, Superintendent of Schools

Date:

STAFFORD MUNICIPAL SCHOOL DISTRICT

By: _____

Dr. Adam Stephens, Superintendent of Schools

Date:

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Moving Services and Supplies (Increase)	
Board Policy: CH, CV, or DBD (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations Are there related documents to be signed by the Board? NO ☒ Administration has reviewed the final submission for this agenda item. ☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval to increase the existing contract awarded under 25-048ZB Moving Services and Supplies by $2,000,000, for a total not-to-exceed amount of $3,570,420 to continue providing moving services including related supplies through June 2030.

Summary/Background

On May 5, 2025, the Board approved initial expenditures not to exceed $1,945,932 through 2030. The Design & Construction and Business & Finance Departments are requesting approval to increase the existing moving services contract 25-048ZB Moving Services and Supplies to support ongoing districtwide initiatives.

The District utilizes contracted moving services to support furniture, and equipment moves associated with new construction and campus renovations related to Bond projects, as well as districtwide consolidation and relocation initiatives. The ongoing school closures, boundary redistricting relocations, and anticipated future boundary changes or school closures have significantly increased the demand for these services beyond original projections.

Administration recommends an increase of $2,000,000 to the existing moving services contract to:

- Support districtwide school consolidations and campus relocations
- Address rezoning-related moves impacting multiple campuses
- Ensure continuity of ongoing Bond projects
- Maintain sufficient contract capacity through 2030

The requested increase reflects historical usage trends and projected needs associated with Bond projects and facility transition activities. Without this increase, the District may experience delays in critical relocations, potentially impacting campus readiness, student

transitions, and overall operational efficiency. Approval of this increase will ensure the District can successfully execute planned consolidations, relocations, and rezoning efforts while continuing to meet ongoing operational needs without interruption.

Background

Expenditures in 2024-25 were $137,456. Expenditures year to date are $160,715. The contract balance remaining under the current Board authorization is $1,785,216. Expenditures are not expected to exceed 3,570,420 through June 2030. The increase of $2,000,000 is included in the budget.

Requested by:	Dr. Thomas Lawing, Chief Operations Officer Kelly Schlacks, Executive Director Finance
Vendor:	A-Rocket Moving and Storage *** All Points of Texas*** Roadrunner Moving and Storage*** Pioneer Contract Services*** Rentacrate Enterprises, LLC*** Berger Transfer & Storage***
Budget Sources:	General Fund Bond Funds
Amount:	Not to Exceed $3,945,932.00

Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of “no bid” responses received:	N/A
Length of commitment:	Through June 2030
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

*** *Previously awarded a contract of the same scope with the District*

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Dr. Thomas Lawing
Chief Operations Officer

Kelly Schlacks
Executive Director Finance

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Remediation, Restoration, and Disaster Recovery Services	
Board Policy: CH, CV, or DBD (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval for the purchase of remediation, restoration, and disaster recovery services from multiple vendors under a cooperative contract with Choice Partners Purchasing Cooperative in an amount not-to-exceed $1,750,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreements through July 2031.

Summary/Background

On June 26, 2023, the Board approved 23-071TA Remediation, Restoration, and Disaster Recovery Services to support the District's ongoing remediation and restoration needs. This contract will expire in July 2026 and be replaced by 26-063AR Remediation, Restoration, and Disaster Recovery Services.

The Facilities Department is responsible for coordinating facility restoration services. The recommended vendors will provide comprehensive remediation, restoration, and emergency disaster recovery services designed to address a wide range of property damage scenarios. These services include, but are not limited to, the assessment, containment, cleanup, and removal of hazardous or potentially harmful materials in accordance with applicable safety and environmental regulations.

Vendors will respond to emergency situations and implement measures to stabilize affected areas, mitigate further damage, and restore facilities, infrastructure, and property to safe and functional conditions. Services will include recovery and restoration efforts resulting from incidents such as fire, water intrusion, flooding, wind or storm damage, smoke and soot contamination, environmental contamination, corrosion, mold growth, and structural damage.

The vendors may also provide specialized services such as debris removal, drying and dehumidification, air quality remediation, odor control, sanitation and disinfection, and the safe handling and disposal of hazardous substances. Their services will be delivered in a timely and coordinated manner to minimize operational disruption, protect public health and safety, and facilitate the efficient recovery and restoration of affected properties and assets.

This contract 26-063AR Remediation, Restoration, and Disaster Recovery Services seeks approval under relevant statutes, including Chapter 44, § 44.031(a) of the Texas Education Code and Chapter 791, Interlocal Cooperation Act, along with Board Policies CH (LEGAL) and CH (LOCAL) for purchasing goods and services. The Board of Trustees must approve proposal awards worth $50,000 or more.

Renewal options are available through July 2031. Should the contracts not be renewed for the full term, staff will utilize an alternate cooperative contract or return to the Board to request authorization to utilize an alternate procurement method.

The term of this contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on August 1, 2026, and will run through July 31, 2029. With the two (2) option years, the contract can be extended until July 2031.

Background

Expenditures in 2024-25 were $396.939. Expenditures vary yearly due to natural disasters and school remediation projects. Expenditures are not expected to exceed $1,750,000 through July 2031. Funding is included in the budget.

Requested by:	Kathleen Brown, Deputy Superintendent of Operations Dr. Thomas Lawing, Chief Operating Officer Kelly Schlacks, Executive Director Finance
Vendor:	BMS Holdings III Corp, dba BMS Cat, LLC*** Alamo Environmental, Inc., Dba Alamo1 ABC Restoration, Inc.
Budget Sources:	General Fund Bond Funds
Amount:	Not to exceed $ 1,750,000

Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of “no bid” responses received:	N/A
Length of commitment:	Through July 2031
Last solicitation date:	N/A
Supporting documents:	N/A

Disclosure under Board Policy CH, CV, or DBD (Local):	None

*** *Previously awarded a contract of the same scope with the District*

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Dr. Thomas Lawing
Chief Operating Officer

Kelly Schlacks
Executive Director Finance

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Information Technology Service Management (ITSM) Tool (Increase)	
Board Policy: CH, CV, or DBD (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval to increase the existing contract awarded under 23-049DE Information Technology Service Management (ITSM) Tool by $510,000, for a total not-to-exceed amount of $1,094,155, to continue providing the Information Technology Service Management (ITSM) tool through December 2028.

Summary/Background

On January 22, 2024, the Board approved RFP 23-049DE Information Technology Service Management (ITSM) Tool through December 2028 with the initial expenditures not to exceed $584,155. The Information Technology Department is requesting an increase to this contract to meet the additional customization and automation needs of the District through December 2028.

The IFS Assyst platform facilitates the tasks and workflows associated with the management and delivery of quality Information Technology services. The solution (Assyst) has improved support for all District stakeholders with a modern, efficient, and easy-to-use system for requesting and tracking service requests. Additionally, the Assyst platform has allowed for the development of inventory solutions that support the EquippED 1:1 student laptop program.

Using custom modules developed by the vendor, Assyst has been extended to provide insurance tracking, fine/fee management, warranty/repair tracking, loaner laptop tracking, photo documentation of damage, and parent communications. Assyst has also been customized to provide new workflow automations, including building access requests. Because Assyst can be fully customized, HR selected it as the replacement for the Talent Connect (tickets) portion of K12 Insight contributing to annual savings of more than $200,000.

Additionally, the Communications and Payroll Departments have adopted Assyst as their platform for support requests, and the Business and Finance Department is currently being onboarded into the platform.

Assyst continues to automate routine tasks, incident management, and change processes, reducing the manual workload on IT, HR, and Communications staff. This automation has not only increased productivity but also minimized the chances of human error, leading to improved service quality and customer satisfaction. Assyst also includes advanced AI to allow end users to more easily find quick resolutions to their issues. Since January 2025, over 161,000 cases have been tracked in Assyst.

Background

Expenditures in 2024-25 were $271,813. Expenditures year to date are $172,230. The contract balance remaining under the current Board authorization is $46,341. Expenditures are not expected to exceed $1,094,155 through December 2028. The increase of $510,000 is included in the budget.

Requested by:	Long Pham, Chief Information Officer Kelly Schlacks, Executive Director Finance
Vendor:	IFS North America ***
Budget Sources:	General Fund Bond Funds
Amount:	Not to Exceed $1,094,155
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	N/A
Number of vendors downloaded the solicitation:	N/A
Number of responses received:	N/A
Number of “no bid” responses received:	N/A
Length of commitment:	Through December 2028
Last solicitation date:	N/A
Supporting documents:	N/A
Disclosure under Board Policy CH, CV, or DBD (Local):	None

*** *Previously awarded a contract of the same scope with the District*

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Long Pham
Chief Information Officer

Kelly Schlacks
Executive Director Finance

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Date: June 8, 2026**
Agenda Item Title: Review: Construction Services Agreement for Aquatic Practice Facility (BP007)	
Board Policy: CV (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval of a Construction Services Agreement with Satterfield & Pontikes Construction, Inc. for Aquatic Practice Facility (BP007), for a not-to-exceed amount of $25,756,000 and authorization for the Superintendent to negotiate and execute or terminate the agreement.

Summary/Background

The 2023 Bond Program includes Aquatic Practice Facility (BP007).

On June 26, 2023, the Board of Trustees (BOT) approved all project budgets for the 2023 Bond Program. The BOT also approved Kirksey Architecture as the architect of record to design and prepare construction documents for Aquatic Practice Facility (BP007).

On December 1, 2025, the BOT approved a revised total project budget of $33,900,000.

The Competitive Sealed Proposal (CSP) solicitation, CSP 26-053KB, requested bids for the Aquatic Practice Facility. There were ten (10) valid submissions in response to the CSP.

Design & Construction staff, in collaboration with the Director of Purchasing and Materials Management acting in an oversight capacity, evaluated the proposals using an evaluation team composed of FBISD staff members from Design & Construction, Procurement, Finance, and the architect.

The final Bid amounts of the contractors is as follows:

Firm Name	CSP Score	Base Bid Amount + Base Bid Adjustment
Satterfield & Pontikes Construction, Inc.	87.04	$22,300,000
ICI Construction, Inc.	86.30	$21,100,000
Millennium Project Solutions, Inc.	83.79	$21,439,000
GTT General Contractors, Inc.	80.95	$20,650,000
Gamma Construction Co.	76.20	$22,978,000
DivisionOne Construction, LLC	73.68	$22,395,000
Sterling Structures, Inc.	71.74	$25,100,000
C.A. Walker Construction	71.38	$24,200,000
Tegrity Contractors, Inc.	69.43	$22,069,777
Ellisor Constructors, Inc.	69.13	$22,588,500

The bid amount received for this package was within the approved construction budget. Through negotiations with the general contractor and project team, staff is recommending acceptance of needed additive and deductive alternates, and contingencies for a not-to-exceed amount of $25,756,000.

These alternates include adding the weight room, additional 10’ of pool decking, and a secondary scoreboard.

The detailed project budget for the Aquatic Practice Facility (BP007) is provided in the attached Revised Exhibit 1.

CSP Contract	Package Number	Description	Revised Project Budget
CSP 26-053KB	BP007	Aquatic Practice Facility	$33,900,000

The negotiated contract amount will be funded with the 2023 Bond Program Funds as detailed in the table above.

Upon Board approval, staff will execute the contract for the Aquatic Practice Facility (BP007), and the work will begin in Summer 2026.

Board of Trustees Priorities Alignment
This agenda item aligns with **Priority 3**, which focuses on financial responsibility and effective management of district resources. The proposed Construction Services Agreement for the Aquatic Practice Facility is funded through the voter-approved 2023 Bond Program, demonstrating prudent fiscal oversight. The use of a Competitive Sealed Proposal process and cross-departmental evaluation reflects transparency and accountability in procurement.

Additionally, negotiated contract terms and inclusion of key facility enhancements ensure that the district maximizes value while meeting program objectives.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Dr. Thomas Lawing
Chief Operations Officer

Revised Project Summary

BP31 – Aquatics Practice Facility

EXHIBIT - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
AQUATICS PRACTICE FACILITY				$9,771,483.00						$9,771,483.00
TOTAL:				**$9,771,483.00**						**$9,771,483.00**

Revised Project Summary

Package 062 – Aquatics Practice Facility

EXHIBIT - 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
AQUATICS PRACTICE FACILITY				$1,228,517.00						$1,228,517.00
TOTAL:				**$1,228,517.00**						**$1,228,517.00**

Revised Project Summary

BP007 – Aquatics Practice Facility

Exhibit – 1

Description	A A/E Design Fees & Reimbursables	B Design Contingency	C Other Professional Services	D Construction	E Construction Contingency	F FF&E	G Site Development	H Admin & Other Project Costs	I Project Contingency	TOTAL
AQUATICS PRACTICE FACILITY	$2,049,803.00		$446,541.00	$14,756,000.00	$4,799,000.00	$534,000.00	$313,656.00	$1,000.00		$22,900,000.00
TOTAL:	**$2,049,803.00**		**$446,541.00**	**$14,756,000.00**	**$4,799,000.00**	**$534,000.00**	**$313,656.00**	**$1,000.00**		**$22,900,000.00**
TOTAL 2014 BOND + 2018 BOND + 2023 BOND	**$2,049,803.00**		**$446,541.00**	**$25,756,000.00**	**$4,799,000.00**	**$534,000.00**	**$313,656.00**	**$1,000.00**		**$33,900,000.00**

Evaluation Summary
CSP 26-053KB BP007 Aquatic Practice Facility

Vendor	Purchase Price (40 pts. max)	Offeror's Experience and Reputation, Past Experience with FBISD and other school districts (19 pts. max)	Quality of the offeror's goods and services, Quality of contractor's response in the proposal, Project Plan and Schedule (21 pts. max)	Offeror's safety record (5 pts max)	Offeror's proposed personnel (5 pts max)	Offeror's financial capability (5 pts max)	SBEP commitment (5pts max)	Proposer's Total Score (100 pts. max)
Satterfield & Pontikes Construction	37.04	15.60	18.65	3.55	4.00	4.20	4.00	87.04
ICI Construction, Inc.	39.15	14.27	18.80	2.50	3.85	4.23	3.50	86.30
Millennium Project Solutions, Inc.	38.53	14.24	17.30	1.70	3.65	3.87	4.50	83.79
GTT General Contractors, Inc.	40.00	12.35	17.90	2.35	3.55	2.30	2.50	80.95
Gamma Construction	35.95	14.07	14.85	2.95	3.00	2.38	3.00	76.20
DivisionOne Construction	36.88	9.40	15.35	3.00	2.90	2.65	3.50	73.68
Sterling Structures, Inc.	32.91	9.38	14.40	3.88	3.10	3.82	4.25	71.74
C.A. Walker Construction	34.13	11.18	14.85	2.95	3.25	2.40	2.63	71.38
Tegrity Contractors, Inc.	37.43	8.13	13.65	1.03	2.70	2.49	4.00	69.43
Ellisor Constructors, Inc.	36.57	11.18	14.35	1.40	3.25	2.38	0.00	69.13

CSP 26-053KB BP007 Aquatic Practice Facility

	Evaluation Criteria (Government Code 2269)	Point System
1	**The price; Section 2269.055.a (1)** Total Proposed Pricing - Provides thoroughly developed, competitive pricing using the tables in Pricing Delivery information section of the CSP	40 points
2	**Offeror's experience and reputation; Section 2269.055.a (2)** Provides evidence of your experience in planning, staging and delivery of recent projects of similar scope and scale (14 pts)	19 points
	Past experience with FBISD and other school districts Provides a summary of nature of work, on time delivery and quality of work contracted with FBISD and/or other school districts and FBISD's assessment of the presented summary. (5 pts)	
3	**Quality of the offeror's goods or services; Section 2269.055.a (3)** Contractor's products should be new and be of the highest quality with an option to substitute for a company branded item of equivalent quality. (14pts)	21 points
	Quality of contractor's response in the proposal Effectively responds and processes all request for information and documentation included in this CSP (2pts)	
	Project Plan and schedule (5pts)	
4	**Utilization of historically underutilized businesses; Section 2269.055.a (4)**	N/A
5	**Offeror's safety record; Section 2269.055.a (5)** Provides a summary of Experience Modification Rate (EMR) for the last three years, as well as a summary of your company's safety policies and procedures	5 points
6	**Offeror's proposed personnel; Section 2269.055.a (6)** Proposed Personnel, personnel directly assigned to work on this project	5 points
7	**Offeror's financial capability appropriate to the size and scope of the project; Section 2269.055.a (7)** Provide proof of Insurance, financial stability and Letter of Surety from Bonding Company	5 points
8	**SBE Commitment; CV (Local) 2017.04**	5 points
	TOTAL	100

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Job Order Contracting (JOC) Services Authorization	
Board Policy: CVF(Legal)	**District Priority:** Priority 3
Department: Deputy Superintendent Operations	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval of the use of Job Order Contracting (JOC) as an authorized project delivery method for eligible non-Bond projects that are less than $500,000, for an aggregate amount not to exceed $10 million, and authorize the Superintendent to negotiate any job orders up to this cumulative amount through June 30, 2027.

Summary/Background

On June 26, 2023, the FBISD Board of Trustees (BOT) approved the 2023 Bond Program Master Project Budgets.

On August 21, 2023, the BOT approved a Job Order Contracting (JOC) pool of five contractors to provide construction services to the District for both Bond 2023 and non-2023 bond work.

Policy CVF (Legal) states, "Job order contracting is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite." *Gov't Code 2269.401* "The base term for a job order contract may not exceed two years. The district may renew the contract annually for not more than three additional years." *Gov't Code 2269.409*

Policy CVF (Legal) states "The board shall approve each job, task, or purchase order that exceeds $500,000. Gov't Code 2269.403."

Fort Bend Independent School District continues to manage a large and diverse portfolio of facility improvement, renovation, repair, and maintenance projects across existing campuses and support facilities. These projects often require expedited delivery, flexibility in scope, and

cost certainty while maintaining compliance with statutory procurement requirements. This project delivery approach does not replace competitive bidding or competitive sealed proposals for larger capital projects but serves as an additional, statutorily approved tool to better manage District resources.

Upon Board approval, job orders will be negotiated and awarded as projects arise, and the work will start expeditiously.

District Priority Alignment

This agenda item aligns with **District Priority 3** by supporting safe, modern, and well-maintained learning environments through targeted facility improvements. The use of Job Order Contracting provides the District with a flexible, efficient delivery mechanism that complements existing procurement methods. The benefits include accelerated project delivery schedules, reduced administrative lead time, improved responsiveness to urgent facility needs, and transparent and auditable pricing. Overall, the item advances the district's operational efficiency and infrastructure goals while directly benefiting students and staff.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Kathleen Brown
Deputy Superintendent of Operations

Dr. Thomas Lawing
Chief Operations Officer

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Fine Arts Consultants and Clinicians (Supplemental)	
Board Policy: CH, CV, or DBD (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Teaching & Learning	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval for the purchase of Fine Arts consultant and clinician services from multiple vendors and authorization for the Superintendent to negotiate and execute the agreements through January 2028.

Summary/Background

On January 23, 2023, the Board approved RFP 23-004KB, Fine Arts Consultants and Clinicians, in an amount not to exceed $2,500,000 through January 2028, with 83 vendors awarded to provide services. On June 23, 2025, the Board approved an increase of $1,000,000, bringing the total authorization to $3,500,000.

On January 6, 2026, Fort Bend ISD issued Supplemental RFP 23-004KB-07, Fine Arts Consultants and Clinicians, to add additional vendors to the list of previously approved vendors. Due to the specialized nature of fine arts consultant and clinician services, this supplemental solicitation ensures that the Fine Arts Department has an adequate and diverse pool of qualified vendors to meet their needs across the district. The originally approved term of commitment and authorized expenditure amount does not change.

The proposal requested vendors to provide services that include, but are not limited to, piano accompanists for choirs, elementary music programs, and musical theatre productions, as well as instrumental and vocal soloists.

Other services provided will include the following:

- Choreographing movements and equipment work for dance, color guard, and winter guard programs.
- Instrumental coaching for band and orchestra programs.
- Vocal coaching for choral music and elementary music.
- Providing consultant and clinician services for band, choir, orchestra, dance, and theatre.
- Supplying marching band program coordination, drill writing, music arranging, percussion arranging, and electronic sound design.
- Sewing and altering uniforms for bands, choirs, orchestras, color guards, dancers, and theatre costumes.
- Hiring marching band, color guard, and percussion technicians.
- Delivery of one-act play clinics.
- Designing in-house lighting and sound system configurations for theatrical productions.
- Hiring staff to host, work, and implement Fort Bend ISD summer art, theatre, music, and student leadership camps.

Throughout the school year, vendors will also provide a host of other products and services that support delivery of instruction, including concert, production, and competition preparation, as well as required Fine Arts professional learning.

An evaluation team from the Fine Arts and Business and Finance Department reviewed the vendor submissions. The vendors were selected by the evaluation team because they represent the best overall value for the District. The District applied the "Best Value" process in selecting the vendors to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition district policies.

Background

Expenditures for 2024-25 were $621,397. Expenditures are not expected to exceed $3,500,000 through January 2028. Funds for clinician/consultant services are included annually within the Fine Arts budget and allocated on a campus/program basis.

Requested by:	Dr. Andria Schur, Chief of Schools Kelly Schlacks, Executive Director, Finance
Vendor:	Aaron Stickley (Stickley Designs) Ana Tran Andrew Toth Annette Pappas Austin Tran Autumn Sinegal Bensen Kwan Bryan Harmsen (Visaudio Designs LLC) Cameron Smith

	Carl Galarroza Carmen Borregales David Angelo Devin Gilbreath Harold Sedano (Collective Marching Designs) Isabelle Jamois Jamar Morrison (JKM Visual Designs) Joseph Woodson Josh Powell (Fannin Musical Productions LLC) Karmetra Shy (The Shyne Project) Keith Dodson Lisa Burrell Mamie Morlacci-Cook Michael Mazerolle Michelle Smith Raeauna Slusher (Studio 109) Rebecca Lyford Sophie Ayer Steven Estudillo Thomas Bonasera Vince Oliver William Phi Zachary Weber Zachary Wuorinen
Budget Sources:	General Fund Activity Fund
Amount:	Not to Exceed $3,500,000

Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	718
Number of vendors downloaded the solicitation:	80
Number of responses received:	33
Number of “no bid” responses received:	1
Length of commitment:	Through January 2028
Last solicitation date:	June 23, 2025
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

*** *Previously awarded a contract of the same scope with the District*

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Andria Schur
Chief of Schools

Kelly Schlacks
Executive Director, Finance

RFP 23-004KB-07 Fine Arts Consultants and Clinicians (Supplemental)

	Evaluation Criteria	Point System
1	**Purchase price** • Offer a fair reasonable price for goods and services to be procured by Fort Bend ISD.	25 points
2	**Reputation of the Vendor and of the Vendor's goods or services** • References	5 points
3	**Quality of the Vendor's goods or services** Qualifications/Experience: • Bachelor, Master, or Doctoral degree specifically related to the artistic discipline; or Minimum five years' experience performing or working in the activity for which services are provided. • Certifications as appropriately related to the discipline of interest and the services rendered. • Industry expertise or experience in the related artistic discipline	25 points
4	**Extent to which the goods or services meet the district's needs** • Services or goods offered aligns with scope requirement • School District or Campuses serviced	20 points
5	**Vendor's past relationship with the district** For reference, the vendor shall list the following: • Past projects or contracts similar service vendor has had with the district. • Past projects or contracts similar service vendor has had with any K-12	5 points
6	**Long-term cost to the district to acquire the Vendor's goods or services**	10 points
7	**Vendor's Principal place of business is in the state of Texas or employs 500 people in this state.**	0 points
8	**Insurance Requirements.** Certificate of Insurance as requested in the solicitation: Hold Harmless	Pass/Fail
9	**Service Agreement:** • Extent to which the vendor agrees to our Standard Form of Agreement by **Signing the Agreement**, you assent to the Terms and Conditions of Fort Bend ISD.	10 points
10	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	TOTAL	**100 points**

Evaluation Summary
RFP 23-004KB-07 Fine Arts Consulants and Clinicians (Supplemental)

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Zachary Wuorinen	20.00	4.00	25.00	20.00	5.00	8.00	10.00	92.00	1
Harold Sedano (Collective Marching Designs)	20.00	4.98	23.33	18.33	4.67	8.00	10.00	89.31	2
David Angelo	16.67	5.00	25.00	20.00	5.00	6.67	10.00	88.34	3
Carl Galarroza	20.00	3.00	23.33	18.33	4.67	8.00	10.00	87.33	4
William Phi	16.67	4.00	25.00	20.00	5.00	6.67	10.00	87.34	5
Isabelle Jamois	16.67	3.93	25.00	20.00	5.00	6.67	10.00	87.27	6
Carmen Borregales	16.67	3.88	25.00	20.00	5.00	6.67	10.00	87.22	7
Annette Pappas	25.00	4.00	18.33	15.00	4.00	10.00	10.00	86.33	8
Devin Gilbreath	16.67	2.84	25.00	20.00	5.00	6.67	10.00	86.18	9
Cameron Smith	16.67	1.00	25.00	20.00	5.00	6.67	10.00	84.34	10
Autumn Sinegal	16.67	0.50	25.00	20.00	5.00	6.67	10.00	83.84	11
Vince Oliver	13.33	5.00	25.00	20.00	5.00	5.33	10.00	83.66	12
Joseph Woodson	15.38	2.00	25.00	20.00	5.00	6.15	10.00	83.53	13
Bryan Harmsen (Visaudio Designs LLC)	15.00	2.00	25.00	20.00	5.00	6.00	10.00	83.00	14
Aaron Stickley (Stickley Designs)	13.33	4.00	25.00	20.00	5.00	5.33	10.00	82.66	15
Keith Dodson	13.33	3.88	25.00	20.00	5.00	5.33	10.00	82.54	16
Ana Tran	13.33	3.00	25.00	20.00	5.00	5.33	10.00	81.66	17
Michael Mazerolle	14.29	1.00	25.00	20.00	5.00	5.71	10.00	81.00	18
Mamie Morlacci-Cook	13.33	2.00	25.00	20.00	5.00	5.33	10.00	80.66	19
Lisa Burrell	13.33	1.50	25.00	20.00	5.00	5.33	10.00	80.16	20
Bensen Kwan	12.50	2.00	25.00	20.00	5.00	5.00	10.00	79.50	21
Jamar Morrison (JKM Visual Designs)	15.00	2.00	23.33	18.33	4.67	6.00	10.00	79.33	22

Vendor	Purchase Price (25 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (20 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Agreement to Fort Bend ISD Terms and Conditions (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Raeauna Slusher (Studio 109)	13.33	0.50	25.00	20.00	5.00	5.33	10.00	79.16	23
Andrew Toth	12.00	2.00	25.00	20.00	5.00	4.80	10.00	78.80	24
Thomas Bonasera	10.00	4.00	25.00	20.00	5.00	4.00	10.00	78.00	25
Austin Tran	13.33	3.00	23.33	18.33	4.67	5.33	10.00	77.99	26
Rebecca Lyford	10.00	3.00	25.00	20.00	5.00	4.00	10.00	77.00	27
Zachary Weber	13.33	2.00	23.33	18.33	4.67	5.33	10.00	76.99	28
Sophie Ayer	8.00	4.90	25.00	20.00	5.00	3.20	10.00	76.10	29
Michelle Smith	8.00	3.90	25.00	20.00	5.00	3.20	10.00	75.10	30
Steven Estudillo	6.00	4.00	25.00	20.00	5.00	2.40	10.00	72.40	31
Karmetra Shy (The Shyne Project)	6.67	3.00	25.00	20.00	5.00	2.67	10.00	72.33	32
Josh Powell (Fannin Musical Productions LLC)	10.00	0.50	23.33	18.33	4.67	4.00	10.00	70.83	33

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	**Meeting Date: June 8, 2026**
Agenda Item Title: Review: Campus Fitness Programs	
Board Policy: CH, CV, or DBD (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Teaching & Learning	
Are there related documents to be signed by the Board? NO	
☒ Administration has reviewed the final submission for this agenda item.	
☒ Reviewed by Deputy Superintendent	☒ Reviewed by Chief of Staff

Recommendation

Consideration and approval for the purchase of campus fitness programs from Kick Drugs Out of America dba Kickstart Kids in an amount not to exceed $5,760,000 over a five-year period and authorization for the Superintendent to negotiate and execute the agreement through June 2031.

Summary/Background

On January 11, 2026, the District issued RFP 26-046KB to solicit proposals from qualified vendors to provide campus fitness programs. The proposals submitted were evaluated by staff from the Business and Finance and Behavioral Health & Wellness Department, a division within the Social Emotional Learning and Comprehensive Health Department.

The Behavioral Health & Wellness Department is seeking approval for expenditures for the Kickstart Kids middle school in-school martial arts program. The program promotes the development of life-skills, character, and physical fitness. Furthermore, the program helps students develop character and leadership skills and teaches skills that are necessary to resolve conflict productively, avoid participation in gangs, choose drug-free lifestyles, and to complete high school.

Kickstart Kids is based on martial arts practices and includes an extensive, three-year, values curriculum. It is an alternative to the standing Physical Education program at all Fort Bend ISD middle school campuses. Students have the option to participate during all three years of their middle school experience. All students will advance two belt ranks throughout the school year. The Kickstart Kids program is currently offered on all 15 Fort Bend ISD Middle School

campuses and next year will also be offered at Coleman Middle School. Providing Kickstart Kids in their new school would provide continuity of programming.

An evaluation team comprised of Fort Bend ISD staff from the Business and Finance, and the SEL & Comprehensive Health's Behavioral Health & Wellness departments evaluated the submissions. The District applied the "Best Value" process in selecting the vendor to be awarded in accordance with Chapter 44, §44.031 (b) of the Texas Education Code & CH (Local) CH (Legal) purchasing and acquisition District policies.

The term of the contract is for three (3) years with two (2) optional one-year extensions. The contract term will begin on June 15, 2026, and will run through June 14, 2029. With two (2) option years, the contract can be extended until June 2031.

Background

Expenditures for 2024-25 were $1,080,000. Expenditures are not expected to exceed $5,760,000 through June 2031. Funding is included in the budget.

Requested by:	Melissa Hubbard Assistant Superintendent of Teaching and Learning Kelly Schlacks, Executive Director, Finance
Vendor:	Kick Drugs Out of America dba Kickstart Kids***
Budget Sources:	General Fund
Amount:	Not to Exceed $5,760,000
Other Supporting Information	
Sole Source:	N/A
Number of vendors contacted by Purchasing:	50
Number of vendors downloaded the solicitation:	46
Number of responses received:	4
Number of "no bid" responses received:	0
Length of commitment:	Through June 2031
Last solicitation date:	June 14, 2021
Supporting documents:	Evaluation Summary and Criteria
Disclosure under Board Policy CH, CV, or DBD (Local):	None

*** *Previously awarded a contract of the same scope with the District*

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Melissa Hubbard
Assistant Superintendent of Teaching and Learning

Kelly Schlacks
Executive Director, Finance

	Evaluation Criteria	Point System
1	**Purchase price** • The proposer should offer a fair and competitive price. • Price will be evaluated relative to the goods and services offered to assess value to the District. • Price will be evaluated relative to the proposer's approach to ensure alignment with scope, quality, and successful performance.	25
2	**Reputation of the Vendor and of the Vendor's goods or services** Evaluated based on information obtained through reference check: • Feedback from reference contacts regarding responsiveness, timeliness, product quality, communication, customer service and overall satisfaction with the Vendor's performance. • Lack of reference response by the stated deadline may result in deduction in points.	5
3	**Quality of the Vendor's goods or services** • Service capabilities • Relevant experience and demonstrated competence • Experience with large school districts or comparable public entities • Key personnel qualifications • Customer service and responsiveness • Quality control and performance management • Safety and regulatory compliance • Responsiveness to this RFP	25
4	**Extent to which the goods or services meet the district's needs** • Vendors goods align to support the district instructional priority in the identified content area. • Understanding of the scope of work to be performed • Alignment to the identified priorities • Alignment to the Standards/TEKS • Ability to service our accounts with proper staff and prior experience with large scale projects. Vendor must show proof of such project/portfolio along with customer references and contact info.	25
5	**Vendor's past relationship with the district** For reference Vendors should list examples of past work experience: • Projects or contracts of similar services with the District. • Projects or contracts of similar services with K–12 districts of comparable or larger size. • Projects or contracts of similar services with businesses or universities of comparable size.	10
6	**Long-term cost to the district to acquire the Vendor's goods or services** • Other fees or additional costs	10
7	**Vendor's Principal place of business is in the state of Texas or employs 500 people in this state.**	0
8	**Service Agreement:** • Extent to which the vendor agrees to our Standard Form of Agreement by signing the **Vendor Acknowledgement Form,** vendor assent to the Terms and Conditions of Fort Bend ISD.	Pass/Fail
9	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	N/A
	TOTAL	**100 Points**

Evaluation Summary
RFP 26-046KB Campus Fitness Programs

Vendor	Purchase Price (30 pts. Max)	Reputation of Vendor and Vendor's Goods and Services (5 pts. Max)	Quality of Vendors Goods and Services (25 pts. Max)	Extent to which the Goods and Services Meet the Needs of the District (25 pts. Max)	Vendors Past Relationship with the District (5 pts. Max)	Long Term Cost to the District (10 pts. Max)	Proposer's Total Score (100 pts. Max)	Proposer's Ranking
Kick Drugs Out of America dba Kickstart Kids	5.01	3.84	22.40	22.20	10.00	0.78	64.23	1
Athletes Global Corporation	30.00	1.55	11.00	10.00	5.60	5.00	63.15	2
Basketball Essentials	17.40	0.50	5.80	5.80	2.40	2.90	34.80	3
Ace of Gains Fitness LLC	4.14	1.00	13.20	12.40	2.40	0.69	33.83	4

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	Meeting Date: June 8, 2026
Agenda Item Title: Review: TEA Phone Free Schools Grant Program	
Board Policy: CH (Local)	**District Priority:** Priority 3
Department: Deputy Superintendent Teaching & Learning Are there related documents to be signed by the Board? NO ☒ Administration has reviewed the final submission for this agenda item. ☒ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and approval for the purchase of lockable units to secure and lock students cell phones during the school day.

Summary/Background

The Department of School Leadership will enter into an agreement with an approved vendor to purchase cell phone locking pouches for secondary schools and lock boxes for elementary schools.

TEA 2025 – 2026 Phone Free Schools Grant is to support school systems in complying with HB 1481. "The funding for this grant is intended to help school systems purchase secure storage solutions and implement the infrastructure necessary to enforce the personal communication device ban." TEA

The grant amount is $588,908.00, but expenditures are not to exceed $563,037.

Recommended by:

Dr. Marc Smith
Superintendent of Schools

Submitted by:

Dr. Jaretha Jordan
Deputy Superintendent Teaching and Learning

Dr. Andria Schur
Chief of Schools

Texas Education Agency

Application ID: 003918028863

eGrants
TEXAS EDUCATION AGENCY

Organization: FORT BEND ISD
Campus/Site: N/A
Vendor ID: 1746025253

County District: 079907
ESC Region: 04
School Year: 2025-2026

SAS #: CELLAA26

Notice of Grant Award

Application Submit Date: 12/10/2025

Amendment Number: 00

NOGA ID/ Reimbursement ID	Name of Grant Program	FAR Fund Code	FAR Rev Code	CFDA #	Federal Aid Agency	TEA USE Only	Begin Date	End Date	Increase (Decrease)	Amount
26015401079907	2025-2026 PHONE FREE SCHOOLS GRANT PROGRAM	429	5829			01542601	9/22/2025	8/31/2026	$0.00	$588,908.00

Application and any amendment thereto identified above, Received Date/Document Control Number/Application ID **003918028863**, as revised or negotiated by the Texas Education Agency (TEA) hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the applications, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the subgrantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

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Offer Accepted by Grantee	Approval ID of the Commissioner of Education or Designee Texas Education Agency	Date
The digital signature of the applicant's authorized officer contained on the applicant's application referred to above, is hereby incorporated by reference and made a part of this grant/award contract	Cory Green	**12/18/2025**

Texas Education Agency
Supplement to Notice of Grant Award (NOGA)

1	**Subrecipient Name** FORT BEND ISD 16431 LEXINGTON BLVD SUGAR LAND, TX 77479	2	**Subrecipient Unique Entity Identifier** CDN: 079907

3 Subrecipient Information

Grant name:	2025-2026 PHONE FREE SCHOOLS GRANT PROGRAM
Subaward period of performance start and end date:	See NOGA certificate
Amount of federal funds obligated by this action:	Not applicable
Total amount of federal funds awarded:	Not applicable
Indirect cost rate:	4.595%
De minimis indirect cost rate:	Not applicable
Research and development grant:	Not applicable

4 Subrecipient Terms and Conditions

(1) New EDGAR including 2 C.F.R. Part 200 does not apply
(2) Grant program requirements
  (a) Incorporated by reference in General and Fiscal Guidelines
  (b) Incorporated by reference in Program Guidelines
  (c) Incorporated by reference in General Provisions and Assurances
  (d) Incorporated by reference in Program-Specific Provisions and Assurances (if applicable)
(3) Additional requirements
  Incorporated by reference in the To The Administrator Addressed correspondence sent to grantee as applicable
(4) Access to subrecipient records
  The subrecipient must permit TEA as the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for TEA to meet the requirements of this section.
(5) Closeout of subaward
  (a) Incorporated by reference in General and Fiscal Guidelines
  (b) Incorporated by reference in NOGA transmittal letter

5	**Name of Pass-Through Entity** Texas Education Agency	6	**Contact Information for TEA Awarding Official** See NOGA certificate

7 Federal Award Information

Federal awarding agency:	Not applicable
Federal award identification number:	Not applicable
CFDA number:	Not applicable
CFDA name:	Not applicable
Federal award date:	Not applicable
Total amount of federal award:	Not applicable

8 Federal Award Project Description
Not applicable

Schedule Status: Complete | Informal Discretionary Comp | Application ID:0039180288630001

eGrants
TEXAS EDUCATION AGENCY

SAS#: CELLAA26

Organization: FORT BEND ISD
Campus/Site: N/A
Vendor ID: 1746025253

County District: 079907
ESC Region: 04
School Year: 2025-2026

2025-2026 Phone Free Schools Grant Program

Program Budget
BS6001 - Program Budget Summary and Support

Statutory Authority: SB 1 Sec. 18.16. Contingency for House Bill 1481

Part 1: Available Funding

Available Funding	
Description	**Phone Free Schools Grant**
1. Fund/SSA Code	429
2. Planning Amount	
3. Final Amount	$588,908
4. Carryover	
5. Reallocation	
Total Funds Available	$588,908

Part 2: Budget Summary

A. Budgeted Costs		
Description	**Class/ Object Code**	**Phone Free Schools Grant**
1. Consolidated Administrative Funds		Yes No
2. Payroll Costs	6100	
3. Professional and Contracted Services	6200	
4. Supplies and Material	6300	$563,037
5. Other Operating Costs	6400	
6. Debt Services	6500	
7. Capital Outlay	6600	
8. Operating Transfers Out	8911	
Total Direct Costs		$563,037
9. Indirect Costs		$25,871
Total Budgeted Costs		$588,908
Total Funds Available Minus Total Costs		$0
10. Payments to Member Districts of SSA	6493	

Fort Bend Independent School District

Executive Summary

Agenda Review Workshop	Meeting Date: June 8, 2026
Agenda Item Title: Action: Consideration and Endorsement: Region IV, Position G TASB Director	
Board Policy:	**District Priority:** Priority 2
Department: Board of Trustees	
Are there related documents to be signed by the Board? YES	
☐ Administration has reviewed the final submission for this agenda item.	
☐ Reviewed by Deputy Superintendent ☒ Reviewed by Chief of Staff	

Recommendation

Consideration and endorsement of a candidate to represent Region IV, Position G as a Director on the Texas Association of School Boards (TASB) Board of Directors.

Summary/Background

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership. The candidate must have served at least 18 months, in the aggregate, on the local board by December 31, 2026.

The nomination is due by June 23, 2026.

ARTICLE VI. BOARD OF DIRECTORS

SECTION 1. ASSOCIATION REGIONS.

The Association Regions shall correspond to the ESC region boundaries.

SECTION 2. QUALIFICATIONS, NOMINATION, ENDORSEMENT, AND ELECTION OF DIRECTORS.

A. Each voting Director shall be a trustee currently serving on an Active Member school board, except as provided below:

(1) The President and the Immediate Past President, holding office in accordance with Article VII, Section 2A.

(2) The ESC *ex officio* Director, selected in accordance with Article VI, Section 4F.

B. A trustee seeking nomination for a Director position must have served at least 18 months, in the aggregate, on the trustee's school board as of December 31 of the TASB election year. No Active Member shall have more than one candidate running for a Director position before the Delegate Assembly, even if more than one Director position is subject to an expiring term or vacancy within the Active Member's Region. No person shall be a candidate for more than one Director position in an election before the Delegate Assembly.

C. For purposes of this section, an Active Member whose school district's average daily attendance (ADA) meets the requirements of Article VI, Section 4C(1), shall be treated as an Association Region and referred to in these Bylaws as a Large District. Except as provided in Article VI, Section 9, if a Large District Active Member has no trustee who satisfies the minimum school board service requirement or no trustee interested in serving on the Board, the Large District Director position will remain vacant until an eligible candidate is presented to TASB for nomination.

D. Nominations and endorsements shall be accepted in accordance with the following requirements, in chronological order within the time frames and deadlines set out in Board policy:

(1) Active Members in any Association Region in which there are expiring terms or vacancies in Director positions shall be notified by the date established through Board policy that the Active Member may nominate one of its trustees as a candidate for a Director position in which the term is expiring or a vacancy exists within the Active Member's Region.

(2) The Nominations Committee's chair, or designee, shall have received the following in writing in the Austin office of the Association by the deadline established through Board policy:

(a) The Active Member's nomination, in such form as required by the Association, which shall include a verification by the Active Member's board president or other board officer as to the date of board action.

(b) Candidate information required by the Association, which shall include (i) the

candidate's written confirmation of his or her intent to be nominated as a candidate and willingness to serve if elected, (ii) biographical information, and (iii) responses to the questionnaire(s) developed by the Association.

(3) A listing of all candidates running for Director positions shall be sent to the superintendent and board president of each Active Member in each Association Region in which there are any expiring terms or vacancies in Director positions by the date established through Board policy. The candidate listing also shall be posted on the Association's website. Candidates, Directors, Delegates, and Active Members shall be subject to any campaign protocols or regulations established through Board policy.

(4) Active Member endorsements of candidates shall be received in the Austin office of the Association by the deadline established through Board policy in order for such endorsements to be considered. An Active Member may endorse only one candidate for each open Director position within its Association Region. Only candidates who have complied with the requirements of Article VI, Section 2D(2), may be endorsed. Endorsements adopted by an Active Member before the Association sends the list of candidates pursuant to Article VI, Section 2D(3), or endorsements that are not on the endorsement form provided by the Association in a given year shall not be accepted. An Active Member's nomination of one of its trustees [Article VI, Section 2D(2)] shall be considered the Active Member's endorsement for that Director position.

(5) If a majority of the Active Members in an Association Region endorses the same candidate, that candidate shall be elected to the Director position and shall take office at the completion of the final official session of the annual convention during the year in which the Director was elected.

(6) If no candidate receives endorsements from a majority of the Active Members in the candidate's Association Region [Article VI, Section 2D(4)], the official annual Delegate Assembly list of nominees shall include the following:

(a) Candidates nominated by the Nominations Committee [Article VIII, Section 2H].

(b) Candidates receiving endorsements from at least 25 percent but less than a majority of the Active Members in an Association Region.

(7) Thereafter nominations may be made by the candidate's Delegate, provided the following conditions are met:

(a) The candidate's nomination was submitted in compliance with Article VI, Section 2D(2).

(b) The candidate interviewed with the Nominations Committee, unless the Committee waived the need for an interview based on criteria set out in Board policy.

(c) The candidate's intent and consent to run for the position by this alternate means is received in the Austin office of the Association five days prior to the annual Delegate Assembly.

E. Except for a Director position filled in accordance with Article VI, Section 2D(5), the official

annual Delegate Assembly list of nominees shall be prepared by the Nominations Committee as provided in these Bylaws [Article VIII, Section 2I]. The election shall comply with these Bylaws and any rules and procedures adopted for the Delegate Assembly at the start of the meeting. Such rules and procedures may allow uncontested nominees to be deemed elected without a vote.

F. If there is more than one nominee for a Director position, the nominee receiving the majority of the votes of the Delegates shall be elected. If no nominee receives a majority vote of the Delegates, a runoff election shall be conducted between the two nominees receiving the greater numbers of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

SECTION 3. DUTIES. The Board shall supervise, control, and direct affairs of the Association in accordance with the Articles of Incorporation, Bylaws, Cornerstone Principles, and Advocacy Agenda approved by the Delegate Assembly. The Board shall:

A. Actively promote the mission, purposes, and Cornerstone Principles of the Association.

B. Adopt the Association's budget and have discretion in the disbursement of the Association's funds.

C. Receive any devise, bequest, donation, or gift — either for real or personal property — and hold the same in absolute title or in trust; and invest, reinvest, and manage such property consistently with the mission and purposes of the Association.

D. Establish such Board policies as it deems appropriate in fulfilling its responsibilities under these Bylaws.

E. Appoint such agents as it may consider necessary.

SECTION 4. COMPOSITION.

A. The Association's governing body shall be composed of Directors from Large Districts or Association Regions. No Active Member shall have more than one individual serving on the Board.

B. All Directors shall represent their respective Association Regions, except the President, President-Elect, and Immediate Past President.

C. By virtue of student enrollment, individual Active Members or Association Regions may be eligible for a Director position as follows:

(1) (a) Not more than 14 Active Members shall be entitled to Large District Director positions. To qualify for a Large District Director position, the Active Member shall have had at least 1.25 percent of the total state ADA for two consecutive school years. If more than 14 Active Members qualify for Large District Director positions under this provision, the 14 Active Members with the largest ADA shall qualify.

(b) If the Active Member's ADA falls below 1.25 percent of the total state ADA for two consecutive school years or if an Active Member has qualified for a Large District Director

position and that Active Member is no longer one of the 14 school districts with the ADA required under Article VI, Section 4C(1)(a), the Active Member's entitlement to a Large District Director position shall end with the expiration of the current representative's term.

(2) (a) An Association Region shall be entitled to Regional Director positions for each 4.25 percent or fraction thereof of the total state ADA contained within the Association Region for two consecutive school years and after the ADA of each Active Member qualifying for a position by virtue of Article VI, Section 4 C(1), has been subtracted. Notwithstanding the foregoing, an Association Region shall be entitled to no more than three Regional Director positions.

(b) If an Association Region becomes entitled to multiple positions by this provision and then fails to sustain sufficient ADA for the entitlement over two consecutive school years, a Regional Director position shall be eliminated as follows:

i. If a vacancy exists in the Regional Director position, that position shall be eliminated.

ii. If there is more than one vacancy in the Regional Director positions, the vacant position with the first expiring term shall be eliminated.

iii. If there is no vacancy in the Regional Director positions, the existing position with the first expiring term within the Region shall be eliminated at the end of that term.

iv. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year, the position being held by the individual with the least tenure as a Regional Director shall be eliminated at the end of that term.

v. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year and being held by individuals with the same tenure, there shall be a drawing of lots to determine which Regional Director position shall be eliminated at the end of the term.

D. All calculations under this section shall be based on ADA data furnished by the Texas Education Agency available as of April 1 preceding the annual Delegate Assembly.

E. The Executive Director shall be a nonvoting *ex officio* Director and shall not be counted in the quorum of the Board.

F. The ESC boards shall be represented by one voting *ex officio* Director selected by a process and for a term prescribed by guidelines established by the ESC boards, but shall not be counted in the quorum of the Board.

SECTION 5. DURATION OF OFFICE.

A. Unless stated in these Bylaws otherwise, a Board year or annual period relating to a Director or the business of the Board commences at the official close of the annual convention and ends after the same event in the next year.

B. The term of office of each Director shall be three years and shall begin at the completion of the final official session of the annual convention during which the Director was elected by the annual Delegate Assembly.

C. Terms of Directors shall be staggered to allow, to the extent possible, for the election of one-third of the Directors each year. New Director positions shall be assigned to terms to retain this balance; however, if this is not possible, the assignment of terms shall be decided by drawing of lots.

D. Upon election to a three-year term, a Director may be reelected to no more than three additional terms. For purposes of determining a Director term limit, service time attaches to the individual and not the Association Region with which the Director is associated.

E. Upon election or succession to the office of President-Elect, the Director position previously held shall be declared vacant and a successor elected, except as provided in Article VI, Section 4A. Once elected President-Elect, the term limit that applies to a Director position shall no longer apply and shall not prevent the individual from completing the term of one year as President-Elect, one year as President, and one year as Immediate Past President.

SECTION 6. RESIGNATION AND REMOVAL.

A. A Director may resign by submitting a letter of resignation to the President. The resignation shall become effective upon receipt by the President.

B. A Director who is absent from three consecutive regularly scheduled Board meetings or from three consecutive regularly scheduled Standing Committee meetings may be removed from the Director position by a majority vote of all Directors. A Large District Director removed pursuant to this section shall be ineligible to serve for the remainder of the term to which the Director was elected.

C. Any Director may be removed by a two-thirds vote of the Board when, in the Board's judgment, the best interests of the Association would be served by removal.

SECTION 7. MEETINGS.

A. The Board shall hold at least four regular meetings that shall be spread throughout the year, with one taking place during the summer and the last meeting taking place during the week of the annual Delegate Assembly. The Executive Committee of the Board shall determine the dates and locations of the meetings for the upcoming Board year and report the meeting schedule to the Board before the Board year commences. The Board also shall be given 30 days' notice before each regular meeting by electronic means or by any other means accessible to the Directors.

B. Additional meetings of the Board may be called by the President or by the written request of a majority of the Board, provided that a written notice is sent to each Director at least 10 days before the meeting.

C. A meeting of the Board or a committee may be conducted in person or by alternate means, such as teleconference, videoconference, virtual, or any other means by which each participant can

communicate with all other participants.

SECTION 8. QUORUM AND VOTING.

A. A quorum shall consist of a majority of the Board.

B. Unless required otherwise by law, the Articles of Incorporation, or these Bylaws, a vote required or permitted to be taken shall be based on the "present and voting" parliamentary standard. No proxy voting shall be permitted.

C. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of the Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall have been signed or executed by the number of Directors or committee members as would be necessary to take that action at a meeting at which Directors or members of the committee were present and voted. The Board, by policy or resolution, may increase the number of votes required for an action taken by written consent. A written consent shall be signed or executed and dated by each Director or committee member, and consent may be provided in multiple counterparts. Directors or committee members may provide written consent by facsimile, email (from the email address of record), or any other form of written action from the Director or committee member.

SECTION 9. VACANCIES.

A. The Board may fill vacancies that occur in Director positions by electing an individual, by majority vote, to fill the vacancy until the next annual Delegate Assembly, in accordance with Board policy. At that time, a candidate shall be elected by the annual Delegate Assembly to fill the unexpired term in accordance with Article VI, Section 2.

B. Notwithstanding the foregoing and the eligibility requirements of Article VI, Section 2, if the powers and duties of a Large District's conventional school board have been suspended temporarily by the State of Texas, the Board may fill the Large District Director position with an individual from the Large District's temporary governing body on an interim basis, but such individual shall not be presented to the Delegate Assembly for election as otherwise provided in this section. Further, the term for such Large District Director position shall remain intact, even if the Board refills the position with the same person for a new term. In contrast, if a Regional (non-Large District) Director's conventional school board has been suspended in a similar manner by the State of Texas, the Regional Director's position on the Board is deemed vacated, and the Board may fill the position from the Association Region as set out in this section.

Texas Association of School Boards
Board of Directors Nominations—Frequently Asked Questions

1. Who elects the TASB Board of Directors?

The general governing body of TASB is the Delegate Assembly, which meets each fall on the Saturday of the TASA | TASB Convention. One of the responsibilities of the Assembly is to elect the TASB Board of Directors (TASB Board).

2. Who makes up the Delegate Assembly?

Each Active Member is eligible to designate a Delegate and Alternate from the local board to represent the board's interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is the Active Member's voting representative. Members of the TASB Board and the four Grassroots Representative Advisors on the TASB Legislative Committee also are voting representatives on the Assembly floor by virtue of their positions.

3. Who is an Active Member of TASB?

Active Members are local public school boards and education service center boards that have paid current annual dues.

4. What is the composition of the TASB Board?

The 43-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position. An education service center representative also is a member of the TASB Board, serving as a voting *ex officio* member.

5. What are the responsibilities of the TASB Board?

The TASB Board actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies.

6. How are TASB Board positions determined, and why do some TASB Regions have more than one representative?

Representation on the TASB Board is determined by state average daily attendance (ADA). Calculations to determine Board positions are completed each April with ADA data furnished by the Texas Education Agency. The TASB Board has two types of positions: large district and regional.

a. **Large District Members—**An Active Member with at least 1.25 percent of the total state ADA is entitled to a large district position on the TASB Board). No more than 14 Active Members shall be entitled to a large district Director position. Currently, 10 districts qualify as large district members: Austin ISD, Conroe ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Frisco ISD, Houston ISD, Katy ISD, and Northside ISD-Bexar County.

b. **Regional Members—**Each of the 20 TASB Regions have a regional member on the TASB Board. However, a TASB Region will gain another position for each 4.25 percent, or fraction thereof, of the total state ADA after subtracting the ADA of each large district member. An Association Region shall be entitled to no more than three Regional Director positions.

7. Does a TASB Director have to be a member of a local school board?

Yes, Directors of the TASB Board must be a member of a local school board that is an Active Member of TASB. Except in the case of the President and the Immediate Past President, a Director of the TASB Board who ceases to be a local school board member automatically vacates his or her position on the TASB Board. The TASB President must be a member of a local board at the time of succession to the office.

8. How do local boards know when to nominate an individual for a position on the TASB Board?

On or before April 23, each Active Member will be notified that a vacancy or expiring term exists for a position in the Active Member's TASB Region. This information also will be posted on the TASB website.

9. How does an Active Member nominate an individual?

Active Members have until June 23 to place the name of a local board member in nomination for a position. A nomination is accepted when the following completed nominations forms, provided by the Association, are received by TASB:

(1) Form A, Active Member's Nomination and Willingness to Serve form
The candidate must have served at least 18 months, in the aggregate, on the local board by December 31, 2026.
(2) Form B, Candidate's Biographical Sketch
(3) Form C, Candidate's Questionnaire

The nomination requires local board action, and Form A must be signed by the board president or other board officer and include the date of board action and the candidate.

Once these materials are received, the board president, candidate, and superintendent will receive an email acknowledging the candidacy.

10. Can an Active Member nominate more than one individual for a position?

No.

11. Can an individual be a candidate for more than one position?

No.

12. What is the endorsement period, and how does an Active Member endorse a nominated individual?

The endorsement period is open June 26–August 21 and is an opportunity for local boards in a region to support, or even elect, a candidate nominated to the TASB Board.

During the endorsement period, an Active Member may endorse the candidacy of a nominated individual from another board within their TASB Region. Active Members must use Form D, Endorsement Form, provided by the Association.

It is important to note that TASB Bylaws require local board action for endorsements. Also, the **Nominations Committee cannot accept endorsements acted on before June 26** or those not on the form provided by the Association (Form D, Endorsement Form). Completed endorsement forms must be received by TASB on or before August 21.

If a majority of Active Members in an Association Region endorse the same candidate, that candidate is elected to the TASB Board and will take office at the completion of the final official session of the TASA | TASB Convention. If more than 25 percent of Active Members in a Region endorses the same candidate, that candidate will be placed on the slate of nominees presented to the Delegate Assembly.

13. How can candidates contact Active Members in their TASB Regions for endorsements?

Upon request, TASB will provide a mailing list to candidates.

14. How are vacancies on the TASB Board filled throughout the year?

The TASB Board can fill vacancies that occur during the year. Each Active Member within the affected Region will be notified about the vacancy and the process for nominations. The Nominations Committee will interview all candidates and make a recommendation to the TASB Board. The TASB Board will elect an individual to fill the vacancy until the next Delegate Assembly.

15. What is the TASB Nominations Committee, and what is the committee's role in the Delegate Assembly election process?

The TASB Nominations Committee is composed of Directors on the TASB Board. Eleven committee members and nine alternates are elected by the Board annually. In the election of the committee, the Board considers school district size, geographic location, wealth per student.

The Nominations Committee meets prior to the Delegate Assembly to interview nominated individuals in Director races that have not been elected by endorsement by the Regions. The Committee prepares a slate of Director nominees by selecting a candidate for each open position.

If a Director candidate has received endorsements from a majority of the Active Members in the TASB Region, that individual is automatically elected to the position and will take office after the final Convention session in the year elected.

If no Director candidate has received a majority of the endorsements, the slate of nominees will include the committee's nominees and also will list any nominated individuals who have received endorsements from at least 25 percent, but less than a majority, of the Active Members within their TASB Region.

16. Who pays the nominated individual's expenses incurred in attending the interview with the Nominations Committee?

The candidate's local board typically pays. This is not a TASB expense.

17. Can someone still run for TASB Director if he or she is not chosen by the Nominations Committee and has not received endorsements from at least 25 percent of the Active Members?

Yes. Even if a candidate was not selected as a nominee by the Nominations Committee or did not receive at least 25 percent of the endorsements from their region, they may still run for a Director position on the TASB Board through the delegate nomination process.

A delegate nomination may be made by the candidate's Delegate, provided the following conditions are met: (a) the candidate's completed nomination materials had been submitted to TASB Headquarters by June 23, (b) the candidate interviewed with the Nominations Committee, and (c) the candidate's intent and consent to run for the position by this alternate means is received in TASB Headquarters at least five days before the annual Delegate Assembly.

18. When are Active Members notified of the official slate of Director and Officer nominees?

The nominations slate of nominees is sent to all Active Members as soon as feasible after the August 28-29, 2026, Director candidate interviews and prior to Delegate Assembly.

Officer nominees are selected by the TASB Board at the Summer Board Meeting.

19. What happens if a nominee is unable to serve?

The Nominations Committee, at the call of its chair, will select an alternate Director nominee; and the TASB Board, at the call of its President, will select an alternate Officer nominee. Active Members and their Delegates will be notified of the amended report of the Nominations Committee as soon as feasible, but no later than the opening of the Delegate Assembly.

20. Can candidates in contested races campaign for Delegate votes?

Yes, within certain limits, candidates in contested races can campaign for Delegate votes.

a. **Distribution of Materials—**A candidate can distribute a biographical document on a single sheet of paper no larger than 8-1/2 inches by 14 inches by placing the document on the tables in the caucus meeting rooms organized by the Board before the start of the meeting and/or the tables in the Delegate Assembly hall before the start of the Assembly. No buttons or other forms of campaign paraphernalia will be distributed or worn by individuals in these caucus meetings or in the Assembly hall.

b. **Solicitation of Votes—**No campaigning or solicitation for votes from Delegates will be allowed in the caucus meetings organized by the Board or in the Delegate Assembly hall.

c. **Campaigning at the Delegate Assembly itself—**Aside from distributing a one-page biographical flier, candidates are prohibited from soliciting votes from Delegates outside of the Assembly hall, at the entrance to the hall, or on the floor of the Assembly.

21. Will nominees be allowed to speak at the Delegate Assembly?

Yes, speeches are allowed in contested races, and each nominee is given three minutes, in accordance with the standing rules adopted by the Assembly. Contested nominees speak in alphabetical order for each position; however, the recommended nominee speaks last.

22. At the Delegate Assembly, do Delegates cast their vote for all positions or just those within their TASB Region?

All Delegates of the Assembly may cast a vote in each contested position.

23. How are votes cast, tallied, and reported?

Voting is done by electronic keypads. The Teller Committee supervises the voting and certifies the accuracy of the counts. The Teller Committee Chair reports the results to the Assembly.

24. How is the Teller Committee selected?

The TASB President appoints Delegates to serve on the Delegate Assembly Teller Committee. A Delegate from an Active Member that has a nominee on the slate is ineligible to serve on the Teller Committee.

25. How are the winners determined?

The nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority, a run-off election shall be conducted between the two nominees receiving the greater number of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

26. When do the terms of newly elected Directors and Officers begin?

The newly elected Directors and Officers (including those Directors elected by endorsement within their regions) begin serving their terms at the end of the final official session of the Convention.

27. When does the TASB Board meet?

The TASB Board meets four times a year (December, spring, summer, and Convention).

28. Who pays the Director's expenses to attend meetings?

In accordance with TASB Board policy, TASB will reimburse Directors for the following expenses:

1. Expenses incurred while attending the regular December, Spring, and Summer TASB Board Meetings.
2. Transportation expenses and three nights' lodging expenses incurred by Directors attending the regular Convention Board Meeting held in conjunction with the TASA | TASB Convention.
3. Expenses incurred while attending any other meetings of the TASB Board or standing committees.

29. Whom do I contact for more information?

Contact Lysa Hoelscher at 800-580-8272, extension 2976 or boardcommunications@tasb.org.

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

A. Active member's nomination and candidate's willingness to serve
B. Candidate biographical sketch
C. Candidate questionnaire

The completed materials must be received by TASB no later than Tuesday, June 23, 2026. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received or if you have questions, contact Lysa Hoelscher at **800.580.8272, extension 2976, or boardcommunications@tasb.org**.

We appreciate your participation in this nomination process.

TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB or is included.

1. What motivates you to serve on the TASB Board?

2. The TASB Board is comprised of different viewpoints and passions. What methods do you employ on your local board to foster a cooperative and effective relationship?

3. Service as a TASB Director is a very rewarding experience; however, it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide examples of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe at least three or four characteristics of a good board member.

7. TASB Directors use technology to communicate and view Board materials. Please explain your comfort level using technology.

8. Describe a critical or serious challenge that your board has faced and tell us about your contributions to the resolution.

9. Excluding public school finance, what do you think are top issues facing public education today? Elaborate on why you think they are critical issues.

10. Describe your involvement at TASB grassroots meetings and/or regional school board association meetings.

11. Additional information: What else would you like for the Committee to know about you?

(Signature of candidate)

_____
(Date)

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Form A, B, & C, must be received by TASB on or before June 23, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES____ NO____

BOARD POSITIONS HELD (including dates): _____

_____

OCCUPATION: _____

CURRENT EMPLOYER: _____ DATES: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): _____

_____

_____

ADDITIONAL COMMENTS: _____

_____

_____

_____

_____

_____

_____

Please attach a short bio and include a current picture in jpeg format.

ACTIVE MEMBER DIRECTOR NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

Our school district's board of trustees understands:

1. *The candidate must have served at least 18 months, in the aggregate, on the local board by December 31, 2026.*
2. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
3. *The local board's nomination shall also serve as its candidate endorsement for that TASB Director position.*
4. *A TASB Director's attendance at TASB Board meetings is important.*
5. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____.
(Date)

_____
Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME (of officer): _____

TITLE (of officer): _____

WILLINGNESS TO SERVE (to be completed by the candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region 4, Position G.

_____
Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Form A, B, & C, must be received by TASB on or before June 23, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org