

**The Board of Trustees
Aledo ISD
Agenda of Special Meeting**

A Special Meeting of the Board of Trustees of Aledo ISD will be held July 25, 2022, beginning at 6:00 PM in the Aledo ISD Administration Board Room, 1008 Bailey Ranch Rd, Aledo, TX 76008.

**Aledo Independent School District Vision
Growing Greatness through exceptional experiences that empower learners for life**

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.084, inclusive, of the Open Meetings Act.

I. Call To Order

Hoyt Harris, President

II. Determine a Quorum

III. Public Comment on Agenda Item

Hoyt Harris, President

IV. Communication Item

- A. Chapter 313 Property Value Limitation Agreements and Project Redeemer Application for Appraised Value Limitation 3

V. Executive Session

Hoyt Harris, President

- A. Texas Government Code 551.087- Discussion with Consultants concerning matters relating to economic development application for Project Redeemer

VI. Action Items

- A. Consider Adoption of Board Policy CCGB (Local)- Ad Valorem Taxes - Economic Development 4

Earl Husfeld, Chief Financial Officer

- B. Consider Acceptance of Application for Project Redeemer for an Appraised Value Limitation on Qualified Property and to Authorize the Superintendent to Submit to the Comptroller 21

Earl Husfeld, Chief Financial Officer

- C. Consider Approval of Large Project Application Fee for Application for Project Redeemer for an Appraised Value Limitation on Qualified Property 22

Earl Husfeld, Chief Financial Officer

D. Consider Approval of Retaining Consultants to Assist the District in Processing the Application Project Redeemer for Agreement for an Appraised Value Limitation on Qualified Property	23
Earl Husfeld, Chief Financial Officer	
E. Consider Approval of 2022-2023 Student Code of Conduct	28
Lynn McKinney, Deputy Superintendent	
F. Consider Approval of Purchase of Furniture for Aledo Middle School	76
Earl Husfeld, Chief Financial Officer; Tyler Boswell, Director of Construction and Facilities	
G. Consider Approval of Contingency Allowance Expenditure Authorization for 2019 Bond Project McAnally Middle School	82
Earl Husfeld, Chief Financial Officer; Tyler Boswell, Director of Construction and Facilities	
H. Discuss Aledo ISD Demographic Projections and Consider Approval of Purpose and Charge of 2022-2023 Aledo Growth Committee	96
Susan Bohn, Superintendent	
VII. Executive Session	
Hoyt Harris, President	
A. Section 551.074 - Personnel Matters- The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)	
1. Superintendent End of Year Evaluation	
VIII. Adjourn	
Hoyt Harris, President	



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Chapter 313 Property Value Limitation Agreements and Project Redeemer Application for Appraised Value Limitation

PRESENTER: Representatives from Moak Casey & Associates and Project Redeemer

BACKGROUND INFORMATION:

- Representatives from Moak Casey & Associates will present information to the Board of Trustees explaining the basics of Chapter 313 property value limitation agreements.
- Following this presentation, representatives of Project Redeemer will share information about their specific project and application with the Board of Trustees.

FISCAL INFORMATION:

None

ATTACHMENTS:

None

ADMINISTRATIVE RECOMMENDATION:

None – Informational Report



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Consider Adoption of Board Policy CCGB (LOCAL) – Ad Valorem Taxes – Economic Development

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- Board Policy CCGB (LOCAL) pertains to ad valorem taxes and economic development within Aledo ISD.
- These policy provisions outline the procedures the District will use for the filing, accepting, and reviewing of applications made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code and authorizes the Superintendent to review the application for completeness, submit the application to the Comptroller, grant extensions of the deadline for Board of Trustees action, and accept amended applications.
- Additionally, these policy provisions outline procedures the Board of Trustees will use for considering amendments to and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.
- Board Policy CCGB (LOCAL) is attached for your review and consideration.

FISCAL INFORMATION:

No financial impact for approval of this policy.

ATTACHMENTS:

Policy CCGB (LOCAL) – Ad Valorem Taxes – Economic Development

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees adopt Board Policy CCGB (LOCAL) as presented.

**Texas Economic
Development Act**

Purpose

These provisions outline the procedures the District shall use for the filing, accepting, and reviewing of applications made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code. In addition, these provisions shall outline procedures the Board shall use for considering amendments to and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

Definitions

As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Act” shall mean the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

“Agreement” shall mean a written contract between the District and the applicant which creates, implements, and governs the terms of a limitation on the appraised value for District maintenance and operations ad valorem property tax purposes on an entity’s qualified property, that complies with Chapter 313 of the Texas Tax Code, and which is consistent with Section 313.027 of the Texas Tax Code.

“Agreement holder” shall mean an entity that has executed an agreement with the District.

“Applicant” shall mean a business entity, including an “affiliated group” that is subject to taxation under Tax Code 171.001, that applies to the District for a limitation on the appraised value of qualified property in a reinvestment zone under the Act.

“Application” shall mean a completed Application for Appraised Value Limitation on Qualified Property on a form adopted by the Comptroller and containing all information required at 34 Administrative Code 9.1053 together with all supporting schedules and documentation, and shall include any application amendment or application supplement filed by the applicant.

“Application fee” shall mean the nonrefundable application fee to be paid to the District by an applicant, determined in accordance with this policy, to cover the District’s costs incurred in the processing and consideration of the application.

“Application amendment fee” shall mean the nonrefundable fee required of an applicant or agreement holder seeking to amend an

application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Texas Administrative Code 9.1055(d).

“Application review period” shall mean the period during which the Board is required to consider the application. The application review period shall begin on the day the application is filed with the District and shall expire on the 151st day after the application is filed with the District, unless the application review period is extended prior to the expiration of the application review period, in which case the application review period shall include any such extension. The Board delegates to the Superintendent authority to extend the time period for reviewing the application consistent with 34 Texas Administrative Code 9.1054(d).

“Application review start date” shall mean the later date of either the date on which the District issues its written notice that an applicant has submitted a completed application or the date on which the comptroller issues its written notice that an applicant has submitted a completed application.

“Appraisal District” shall mean each appraisal district that appraises property proposed to be subject to a limitation on appraised value.

“Board” shall mean the Board of Trustees of the Aledo Independent School District.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Comptroller’s rules” shall mean those rules adopted by the comptroller set forth at 34 Administrative Code, Subchapter F.

“Deferral” shall mean a forward adjustment of the date upon which the qualifying time period, as defined by Texas Tax Code 313.021(4), begins.

“District” shall mean the Aledo Independent School District.

“Initial Board Review” shall mean the initial presentment to the District’s Board of Trustees, at which the Board will determine whether to consider the Application and determine whether it should be forwarded to the Comptroller for the execution of the Comptroller’s review and certification processes. Board action to consider an Application after conducting its initial review does not commit the District in any way to the ultimate approval of an Agreement.

“Substantive document” shall mean a document or other information or data in electronic media that includes or transmits information or data significant to an application, the evaluation or consideration of such an application, or to the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of the Texas Tax Code. The meaning shall include, but not be limited to: any application requesting a limitation on appraised value and any amendments or supplements; any economic impact evaluation made in connection with an application; any agreement between the applicant and the District and any subsequent amendments or assignments; any District written finding or report filed with the comptroller as required under this subchapter; and any application requesting school tax credits under Tax Code, 313.103.

Presenting the
Application

The applicant shall file with the Superintendent three copies of each application filed under this policy. The Superintendent shall acknowledge in writing the date of the receipt of the application and application fee.

Upon receipt of the Application, the Superintendent shall require the Applicant or its authorized representative to complete and file with the Superintendent, a fully executed vendor conflict of interest questionnaire. Texas Ethics Commission Form CIQ.

Applications shall be considered for final approval by the Board only after the District’s receipt of the application fee established by the Board and after completion of the economic analysis and the school facilities impact analysis required by the Act.

Applications submitted without the application fee shall be held by the Superintendent until satisfactory arrangements have been made for the payment of the application fee. The Superintendent’s determination of whether satisfactory arrangements have been made for the payment of the application fee shall be final.

The actual application submitted to the District shall not be considered to be public information until eight days before the date of the public hearing held in accordance with this policy. At that time, information submitted to the District in connection with the application shall be presumed to be public information unless the applicant clearly identifies such as confidential and proprietary information prior to its release.

*Amending an
Application*

An application may be amended by an applicant at any time prior to the Board’s final action on the application. In the event that an amended application is filed at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Texas Administrative Code 9.1055(d), or to request waiver of

the job requirements at any time after submittal of the original application, the applicant must submit an application amendment fee together with the proposed amended application. The Superintendent of Schools is delegated the authority to accept an amended application prior to the comptroller's issuance of an economic impact analysis. An amendment submitted after the comptroller has issued an economic impact analysis must be approved by Board action. Upon receipt of an amended application or supplemental information, the Superintendent shall review and forward the material to the comptroller and to each applicable appraisal district.

Standard
Application Fee

The standard application fee shall be \$85,000 and shall not be refundable except:

1. For large project fees after the initial tender, as set forth in this policy; or
2. In the event that the application is denied after an initial Board review, as defined in this policy.

The application fee does not include any amount charged by the comptroller's office for its economic impact study, if such a fee is charged.

*Large Project
Application Fee*

For each application for an appraised value limitation on qualified property for which the qualified investment exceeds \$500,000,000, the Board may, at its discretion, set an application fee higher than the standard application fee, if in the opinion of the Board, an analysis of the application is of such complexity so as to require a higher fee. An applicant proposing a qualified investment in excess of \$500,000,000 in value shall initially tender an application fee of \$85,000. In the event that the Board sets a higher fee, the applicant shall be entitled to withdraw its application and its application fee if the applicant disagrees with the higher fee set by the Board.

*Application
Amendment Fee*

In the event that an applicant or agreement holder seeks to amend an application or an agreement at any time after the comptroller has issued a certificate on the application pursuant to 34 Texas Administrative Code 9.1055(d), an Application Amendment Fee of \$25,000 shall be charged.

Processing the
Application

Upon receipt of the application and the application fee, the Superintendent shall take the following actions:

1. Accept the filing of the application and send to the applicant written confirmation of receipt of the application and application fee.

2. Identify appropriate consultants to assist the Board in completing the application review process, and schedule Board action to retain such consultants.
3. Ensure that conflict of interest disclosures are obtained and posted, as appropriate, in conformance with Texas Local Government Code 171.002 (trustee interest in business entity or real property), Texas Local Government Code 176.003 (trustee income, gifts to trustee or superintendent); Texas Local Government Code 176.006; and House Bill 1295 (disclosure of interested parties).

If, after Initial Review, the Board determines to proceed with consideration of the Application and the District has received the Application Fee, the Superintendent shall:

1. Review the application, and require the applicant, as necessary, to submit additional and/or supplementary information, including the completion of all schedules required by the comptroller's rules.
2. Determine, after the initial Board review, whether the application is sufficient, and direct the applicant to immediately correct deficiencies, if any.
3. File with the comptroller in the following formats copies of the application and all required schedules and documentation; proof of payment of the application fee; and written notice certifying the application review start date:
 - a. One original hard copy in a three-ring binder with tabs separating each section of the documents; and
 - b. An electronically digitized copy, formatted in searchable PDF format.
 - c. The notice certifying the application review start date shall include:
 - (1) The date on which the application was received;
 - (2) The date on which the Board decided to consider the application;
 - (3) The date on which the District determined that the application was complete;
 - (4) A request that the comptroller provide an economic impact evaluation; and

- (5) All other information relating to consideration of the application, as prepared by the District's consultants to meet the requirements of 34 Texas Administrative Code 9.1054.
4. Accept on behalf of the Board any amendments or supplements submitted by the applicant and transmit copies to the comptroller.
5. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application recommendation or economic impact study.
6. Direct the District's Webmaster to create a link from the District's Web site to the location on the comptroller's Web site where copies of applications under the Act are posted.
7. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and the Texas Education Agency (TEA) with the analyses required by the Act and the comptroller's rules.
8. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request from the applicant for an extension of the application review period.
9. In the event of a Board action to approve an extension for final action on the application, forward to the comptroller, the applicant, and each applicable appraisal district within seven days a notice of the extension.
10. Ensure that the District and the comptroller have been given draft copies of the agreement at least ten days prior to the meeting at which the Board is scheduled to consider final approval of an agreement.
11. Upon completion of Board action, if any, on the application, ensure that all required information is transmitted to the comptroller, the applicant, and each applicable appraisal district.
12. Ensure that the applicant makes all required post-approval submissions to the comptroller and to the District within the required deadlines.

13. Make reasonable inquiry, when called for by the agreement, and issue a certification of the date upon which commercial operations begin at the site of the project.
14. Ensure that the applicant makes all required post-approval submissions to the District and to the comptroller or any other applicable state agency within the required deadlines.
15. Ensure that the District makes timely responses to requests by the comptroller or state auditor for data or records when the state auditor is conducting an audit of any agreement adopted by the District.

Initial Board Review

If, after the initial review, the Board is of the opinion that the application is not in the best interests of the District, the Board shall reject the application and shall return the application fee, in full, to the applicant.

As a part of conducting the Initial Board Review, each Trustee and the Superintendent shall be requested to publicly affirm the absence of a conflict of interest with the Applicant in accordance with the provisions of District Policy BBFA (Local) [see, also BBFA (Exhibit)].

Once the Board has accepted an application for consideration after the initial review, the Superintendent shall be expressly delegated the authority to accept on behalf of the Board and the District any amended or supplemental application submitted by the applicant for the same project prior to the comptroller's issuance of an economic impact analysis on the application pursuant to 34 Texas Administrative Code 9.1055(d).

Consulting Services

Upon retention by the Board, the District's consultants shall review the application to ensure that the application documents and any other required reports include all information required by the comptroller's rules or by 34 Administrative Code 9.1054. The consultants shall simultaneously begin an analysis of the impact on District finances, any legal implications of the application, development of an appropriate revenue protection agreement, and when the reports become available, the studies from the comptroller's office and TEA.

The consultants shall be paid for their services from the application fee. The consultants shall complete their analysis within sufficient time for it to be considered by the Board in its final determination on the application.

Contents of Application Transmittal to Comptroller

If after the Initial Review, the Board has determined to proceed with consideration of the Application and the District has received the

Application Fee, the Superintendent shall forward the Application to the Comptroller the Superintendent's transmittal shall include:

1. The complete application along with all required schedules and exhibits.
2. A fully executed copy of the Applicant's completed conflict of interest form.
3. The date on which the Application was received;
4. The date on which the Board decided to consider the application;
5. The date on which the District determined that the Application was complete;
6. A request that the Comptroller provide an economic impact evaluation and a certificate of the project's eligibility; and
7. All other information relating to the consideration of the Application, as prepared by the District's consultants to meet the requirements of 34 Tex. Admin Code 9.1054.

**Copies to
Appraisal District**

Contemporaneously with the filing of the Application and supporting materials with the Comptroller, the Superintendent shall furnish a complete copy of the Application and its supporting documentation to the County Appraisal District with jurisdiction over the project location.

**Superintendent's
Duties After
Completion of Initial
Board Review**

Once the Board has accepted an Application for consideration after the Initial Board Review, the Superintendent, pursuant to Tex. Educ. Code 11.201(15), is expressly delegated the authority to act on behalf of the Board as follows:

1. Review the Application, including Schedules A-D and all other supporting documentation for completeness; and require the Applicant, as necessary, to submit additional and/or supplementary information.
2. Accept on behalf of the Board and the District any Amended, Supplemental Application, or any other required documentation, submitted by the Applicant for the same project.
3. Determine whether the Application or any amended or supplemental submissions made by Applicant are sufficient and direct the Applicant to immediately correct any deficiencies.
4. Within 20 days of receipt of a request from the Comptroller, forward to the Comptroller and the Appraisal District any

Amended or Supplemental Application or any other information necessary to complete the Comptroller's Application Certification or economic impact study.

5. Direct the District's webmaster to create a link from the District's website to the location on the Texas Comptroller's website where copies of applications under the Act are posted.
6. Ensure that the Applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the Comptroller and, as applicable, the Texas Education Agency (TEA); the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
7. Pursuant to Tex. Tax Code 313.025(b), exercise the Board's authority to consider and agree, to the extent authorized by law or regulation, to an extension of time in which to take action on the Application.
8. Not later than 150 days after the Application Review Start Date, present to the Board an Agreement for final approval or action upon a request from the Applicant for an extension of the Application Review Period.
9. In the event of the Superintendent's or Board's action to approve an extension for final action on the Application, forward to the Comptroller, the Applicant, and each applicable Appraisal District within seven days, notice of the extension.
10. Ensure that the District and the Comptroller are provided draft copies of the Agreement at least twenty (20) days prior to the meeting at which the Board is scheduled to consider final approval of an Agreement.

**Final Board Approval
Required**

Applications shall be considered for final approval by only after after the completion of the economic and the school facilities impact analyses required by the Act, and after completion of all of the procedural steps set forth below.

Public Hearing

The Board's final determination of the application shall be made only after a public hearing at which the Superintendent, the District's consultants, the applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed application.

	<p>The comptroller's certification shall be publicly disclosed at the public hearing.</p> <p>The public hearing shall be scheduled at such a time so as to enable the Board to approve or disapprove an application before the 151st day after the application was filed with the District, unless the Superintendent or Board has previously granted an extension of this deadline.</p>
Board Findings of Fact	<p>Prior to final approval of an agreement, the Board shall deliberate and adopt such findings of fact regarding the application as are required by law, including but not limited to findings:</p> <ol style="list-style-type: none">1. As to each criterion listed in Tax Code 313.026;2. As to each criterion required by Tax Code 313.025(f-1), if applicable;3. That the information in the application is true and correct;4. That the applicant is eligible for the limitation on the appraised value of the entity's qualified property; and5. That making a determination granting the application is in the best interest of the District and the state.
Adoption of Agreement	<p>After considering the comptroller's certification and economic impact report, the information supplied by the District's consultants, the reports and recommendations of other state agencies, and input received at the public hearing, the Board shall consider and may adopt an agreement with the applicant, which agreement shall provide for protection from and/or compensation for any financial risks undertaken by the District in accepting the application.</p> <p>If the comptroller has not certified the application, no action may be taken.</p> <p>Any agreement adopted by the Board under Chapter 313 of the Texas Tax Code must disclose all consideration promised in conjunction with the application and/or the limitation agreement.</p> <p>No agreement adopted by the Board under Chapter 313 of the Texas Tax Code may provide for supplemental payments to the District in excess of those authorized by state law.</p>
Substantive Documents	<p>Unless claimed by the applicant to be confidential, the following shall be considered to be substantive documents and defined in this policy and shall be available for public inspection:</p> <ol style="list-style-type: none">1. All sections of any application;2. Applicant's Conflict of Interest Questionnaire;

3. All reports presented to the Board by its consultants, after presentation to the Board;
4. All resolutions, findings of fact, agreements, and any other documents adopted by the Board; and
5. All documents required by comptroller's rules or by state law to be filed with the State of Texas shall be transmitted within seven days of adoption.

Applicant's Claim of
Information
Confidentiality

At the time of submitting an application or any amendment or supplement thereto, an applicant may request that all or parts of the documents not be posted on the Internet and not be otherwise publicly released. In order to make such a request, the applicant shall submit a written request that:

1. Specifically lists each document or portion of a document and each entry in any form prescribed by the comptroller that the applicant contends is confidential;
2. Identifies specific, detailed reasons why the applicant believes each item listed should be considered confidential and identifies any relevant legal authority in support of the request;
3. Segregates the documents that are subject to the request from the other documents not subject to the request but submitted with the application; and
4. Clearly designates each document subject to the request as "confidential."

Waiver of Jobs
Requirement

At the time of the original application, or at any other time during the course of a Chapter 313 agreement, the Board may waive the new jobs creation requirement of Section 313.021(2) (A) (iv) (b) or 313.051(b) of the Texas Tax Code and may approve an application if the Board makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility described in the application.

If the applicant seeks a job waiver, the applicant shall submit to the District as part of the application or an amended application a separate, clearly marked set of documentation on which the applicant intends to rely to demonstrate that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility by the applicant.

In the event that such a request is made other than at the time of the original application, the Board shall charge an application amendment fee.

Enforcement
Proceedings

In the event that the Superintendent determines that an agreement holder has committed a material breach of the agreement with the District, the Superintendent shall provide the applicant with written notice of the facts the Superintendent believes to have caused the material breach of the agreement, as well as the cure proposed by the District, if a cure is possible.

Not later than the 60th day after sending such a notice, the Superintendent shall schedule a Board hearing, at which the agreement holder shall be given the opportunity to present to the Board any facts or arguments showing that it is not in material breach of its obligations under the agreement or that it has cured or undertaken to cure any such material breach.

After hearing from both sides, the Board shall make findings as to whether or not a material breach of the agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. After making its determination regarding an alleged breach, the Board shall cause the agreement holder to be notified in writing of the determination.

In the event that the Board determines that such a breach has occurred and has not been cured, the Board may commence enforcement proceedings.

Applicant Reporting
Obligations

During the course of its Chapter 313 agreement with the District, the agreement holder shall designate a responsible party to the District, who shall be the primary contact person for the agreement holder. The agreement holder shall be responsible for timely making any and all reports, including but not limited to the comptroller's annual eligibility report and the biennial progress report, that are or may be required under the provisions of law or administrative regulation and that may be required to be submitted by the applicant to the comptroller under provisions of Section 313.032 of the Texas Tax Code. All Applicants that apply after January 1, 2015 and receive a four-digit Comptroller Application number must also complete Form 50-825 Job Creation Compliance Report. The agreement holder shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation of the agreement.

An agreement holder shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);

2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the Agreement and contact information for authorized representatives of any assignees;
4. All required Comptroller Reports;
5. Required updates to Vendor Conflict of Interest Disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the Agreement.

District Reporting
Obligations

If the comptroller requests information reasonably necessary to complete the recommendation or economic impact evaluations, the Superintendent shall provide the requested information within 20 working days from the date of the request. The Superintendent may request an extension of time, not to exceed ten working days, to provide to the comptroller the additional information.

Superintendent
Responsibilities/
Delegation

During the entire term of any Agreement, the Superintendent shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the Applicant. The Superintendent is authorized to delegate this function to outside consultants; however, any fees for the consultants shall be reimbursed to the District by the Applicant.
2. Ensure that all required information is transmitted to the Comptroller, the Applicant, and each Appraisal District with appraisal jurisdiction over the land upon which the project will be built.
3. Determine, as of the end of the Qualifying Time Period, whether Applicant has made a Qualifying Investment in the Project.
4. Verify date, reported by Applicant, upon which commercial operations at the project site have commenced.
5. Ensure that the Applicant makes all required post-approval submissions to the Comptroller or any other State Agency and the District within the required deadlines.
6. Ensure the District make timely response to requests for data or records made by the State Auditor in conducting an audit of any Agreement adopted by the District.

Board's Post-Agreement Responsibilities

During the course of any Agreement, the Board shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the Applicant.
2. Promptly resolve any disputes which require Board resolution under any Agreement.
3. Receive evidence make a finding as to whether Applicant has made the required Qualified Investment during the Qualifying Time Period.
4. In cases where Applicant has elected to commence the tax limitation period after the commencement of commercial operations at the project site, receive evidence make a finding as to the actual date of the commencement of such commercial operations.
5. Ensure District make timely response to requests for data or records made by the State Auditor in conducting an audit of any Agreement adopted by the District.

Applicant's Post-Agreement Responsibilities

An Applicant shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the Agreement and contact information for authorized representatives of any assignees;
4. All required Comptroller Reports;
5. Required updates to Vendor Conflict of Interest Disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the Agreement.

Access to Information

The Superintendent shall provide to the applicant and the District's consultants a copy of the economic impact evaluation and the facilities impact study upon receipt thereof.

The Superintendent shall direct the District's consultant to provide backup data and underlying calculations in the event that an agreement holder requests such information in connection with the calculation of any tax credit, hold harmless payment, supplemental payment or other payment charged to the agreement holder on the

basis of calculations made by the consultant on the District's behalf.

Tax Credits

Only those applicants that have submitted an application for an appraised value limitation prior to January 1, 2014 are eligible for tax credits. An applicant who meets this and all other requirements of Chapter 313 of the Texas Tax Code and the agreement shall become eligible to receive tax credits under Chapter 313.

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The Comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

For tax year 2015, the District shall begin processing the applicant's tax credit request after the applicant has paid all ad valorem taxes due to the District as levied in each year of the qualifying time period, as defined by law.

For tax years beginning with Tax Year 2016 and thereafter, the Superintendent shall issue, on behalf of the District an Annual Chapter 313 Tax Credit Certificate to the District's Tax Collector, certifying the amount of tax credit, calculated in accordance with the provisions of Texas Tax Code Chapter 313, Subchapter D, as that Subchapter existed on the date upon which the Original Agreement was approved by the Board. The Superintendent's Annual Chapter 313 Tax Credit Certificate shall include, at a minimum, the following:

1. The maximum allowable tax credit eligible to be paid on the Qualified Property for the applicable tax year,
2. The taxes which would have been due on the Qualified Property under the terms of the Agreement, but before the tax credit is applied for the applicable tax year.
3. The amount of the tax credit actually earned by Applicant for the Applicable tax year.
4. The amount of taxes due to be paid by Applicant on the Qualified property after the application of the tax credit.

*Tax Credit
Application
Requirements*

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The

comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

Applicant
Information
Updates

An applicant shall keep the District updated with any changes in the following information:

1. Changes of an authorized representative.
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement.

Copies of any assignments of the agreement and contact information for authorized representatives of any assignees.



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Consider Acceptance of the Application for Project Redeemer for an Appraised Value Limitation on Qualified Property and Authorize the Superintendent to Submit the Application to the Comptroller

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- Project Redeemer is submitting a Chapter 313 Value Limitation Application to Aledo ISD.
- The company is asking the District to approve a limited value of \$80,000,000 on Project Redeemer qualified property for Maintenance and Operations (M&O) purposes, with the project being fully taxable for Interest and Sinking (I&S) purposes.
- Any value limitation agreement that may ultimately be approved by Aledo ISD will not result in a loss of revenue to the District as state revenue will make up for any local revenue reductions.
- By accepting an application, Aledo ISD agrees to move it through the Chapter 313 process.
- The Board of Trustees is not making a commitment to approve an Agreement with Project Redeemer at this stage.
- A final vote on an Agreement will occur at the end of the Chapter 313 process.

FISCAL INFORMATION:

Not known at this time

ATTACHMENTS:

None

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees accept the Application for Project Redeemer for an Appraised Value Limitation on Qualified Property and authorize the Superintendent to submit the Application to the Comptroller to determine whether this project would be a benefit to the school district.



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Consider Approval of Large Project Application Fee for Application for Project Redeemer for an Appraised Value Limitation on Qualified Property

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- Pursuant to the provisions of District Policy CCGB (LOCAL), the District has established a standard application fee for any applications made to the District under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.
- Policy CCGB (LOCAL) also provides for the setting of a large project application fee “for each application for an appraised value limitation on qualified property for which the qualified investment exceeds \$500,000,000, the Board may, at its discretion, set an application fee higher than the standard application fee, if in the opinion of the Board, an analysis of the application is of such complexity so as to require a higher fee.”
- The application for Project Redeemer contains a qualified investment exceeding this valuation threshold and will require a level of complexity in its evaluation/analysis to warrant setting a higher application fee.

FISCAL INFORMATION:

The large project application fee will be paid by Project Redeemer.

ATTACHMENTS:

None

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees set a large project application fee of \$90,000 for Project Redeemer.



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Consider Approval of Retaining Consultants to Assist the District in Processing the Application for Project Redeemer for an Appraised Value Limitation on Qualified Property

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- Pursuant to the provisions of Board Policy CCGB (LOCAL), the District may retain consultants to assist the District with the reviewing and processing of any applications made to the District under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.
- As such, the Administration is recommending the District retain the firms of MoakCasey, LLC and O'Hanlon, Demerath & Castillo to assist the District in processing the application for Project Redeemer.
- Each of these firms have extensive knowledge and understanding of Chapter 313 of the Texas Economic Development Act and have assisted many school districts with these applications since the program's creation by the Texas Legislature in 2001.
- Fees for the services provided by these firms will be paid from the application fees established by the District in Board Policy CCGB (LOCAL).

FISCAL INFORMATION:

Fees for services provided will be paid from the application fee paid by Project Redeemer.

ATTACHMENTS:

Consulting Agreement By and Between the Aledo Independent School District and MoakCasey, LLC

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees retain the firms of MoakCasey, LLC and O'Hanlon, Demerath & Castillo to assist the District in processing the Application for Project Redeemer for an Appraised Value Limitation on Qualified Property.



CONSULTING AGREEMENT

By and Between the
ALEDO INDEPENDENT SCHOOL DISTRICT
and
MOAKCASEY, LLC

MOAKCASEY, LLC (“Consultant”), agrees to provide the services (“Services”) indicated in this consulting agreement (“Agreement”) in return for fees as enumerated below to the **ALEDO INDEPENDENT SCHOOL DISTRICT** (“District”), relating to an Application for Appraised Value Limitation on Qualified Property (“Value Limitation”) from **PROJECT REDEEMER** (“Company”), for a new manufacturing facility, pursuant to Chapter 313, Texas Tax Code. The Services include the components listed below.

PART I. SERVICES

Consultant shall:

- 1.1. *Brief the school board, senior administrators and community leaders:* Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller’s Office, financial risks, and impact under the Texas school finance system.
- 1.2. *Analyze the Company’s Application Prior to Submission to the Comptroller’s Office:* Consultant will assist in the review of the Company’s application, if needed, for completeness prior to submission to the Comptroller’s Office.
- 1.3. *Monitor the Comptroller’s and T.E.A.’s application review:* Consultant will assist in monitoring the Comptroller’s economic analysis and assessment of the project, if needed, as well as any review by T.E.A. to ensure that all information requests and any other issues are addressed during the review process.
- 1.4. *Prepare school-finance analysis:* Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation process.
- 1.5. *Negotiate with applicant company:* Consultant will undertake informal and formal negotiations with the Company or its representatives, as directed by the District.



- 1.6. *Prepare annual calculations required under the Value Limitation Agreement and annual and biennial reports required by the State Comptroller's Office and Texas Education Agency following execution of the Value Limitation Agreement.* The annual financial calculations and the annual and biennial reports will be prepared by the Consultant as required, at no expense to the District.
- 1.7. *Provide staff support for the District if it is subject to a review by the State Auditor's Office.* In the event the District's Chapter 313 agreement is subject to a review by the State Auditor's Office, Consultant will provide staff support to address the information requirements associated with the audit, at no expense to the District.

PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1. Consultant shall be available for direct consultation with the Board of Trustees of the District, but shall maintain its primary contact with Dr. Susan Bohn, its Superintendent.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract, including legal services provided by O'Hanlon, Demerath & Castillo.
- 2.4. The District shall promptly provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District, or unless disclosure of the information is required by the Texas Public Information Act.
- 2.6. Consultant is not an employee of the District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant. Consultant shall indemnify and hold the District harmless from any and all liability to the Internal Revenue Service for the payment of any taxes or withholding paid to Consultant under this Agreement. Consultant shall also indemnify and hold harmless the District, its officials and employees, against claims for damages, personal injury or death caused by the acts or omissions of Consultant or Consultant's employees or subcontractors in the performance of this Agreement.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with other individual school districts or other education groups regarding financial planning, legal, consulting, and other related services that do not conflict with this Agreement.



- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10. This Agreement shall be in force from July 25, 2022, until the Services set forth herein as Items 1.1 to 1.5 have been completed, and for the services provided under Items 1.6 and 1.7 shall continue from year-to-year while the Value Limitation Agreement is in effect.
- 2.11. Services under this Agreement may be terminated at any time at the sole discretion of the District. In event of such termination by the District, District shall pay Consultant prorated fees for the services performed prior to the date of termination.
- 2.12. Consultant may cancel this agreement only upon ninety (90) days prior notice to the District.

PART III. FEES AND EXPENSES

- 3.1. The fee shall be \$90,000 for the term of the Agreement, inclusive of expenses.
- 3.2. Fees shall be paid upon execution of this Contract, but only after receipt of the Completeness Letter as issued by the Texas Comptroller's Office.
- 3.3. All payments shall be due upon receipt of an invoice.
- 3.4. Fees paid under this Agreement by the District for Services listed as Items 1.1 to 1.5 are to be paid from the Application Fee established by the District pursuant to Section 313.031(b), Texas Tax Code.
- 3.5. In no event shall the District be billed for Consultant expenses relating to the Services provided as Items 1.6 and 1.7, beyond the amounts that are allowed to be paid under the Chapter 313 Value Limitation Agreement.

PART IV. NOTICES AND MAILINGS

Invoices, payments, and other official communications shall be considered delivered if mailed to the following, or to such other address as may be designated, in writing, from time to time:

- 4.1. If to Consultant:
Mr. Daniel T. Casey
Chief Economic Development Officer
MOAKCASEY, LLC
901 S. MoPac Expressway
Bldg. III, Suite 310
Austin, Texas 78746



4.2. If to District:

Dr. Susan Bohn
Superintendent
Aledo ISD
1008 Bailey Ranch Road
Aledo, Texas 76008

DISTRICT:

ALEDO INDEPENDENT SCHOOL DISTRICT

CONSULTANT:

MOAKCASEY, LLC

Printed Name: Dr. Susan Bohn

Daniel T. Casey
Chief Economic Development Officer

Date: July 25, 2022

Date: July 25, 2022



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Consider Approval of 2022-2023 Aledo ISD Student Code of Conduct

PRESENTER: Lynn McKinney, Deputy Superintendent

BACKGROUND INFORMATION:

The Student Code of Conduct (SCOC) is approved annually by the Board of Trustees to reflect changes in the law and board policy. It is based on the TASB Model Student Code of Conduct. The SCOC is posted on the district and campus websites after board approval.

TASB confirmed in June 2022 that there were no updates to the TASB Model Student Code of Conduct for the coming year. In addition, all Aledo ISD staff have no recommendations for revisions.

The only change for the 2022-2023 Student Code of Conduct was changing the school year from 2021-2022 to 2022-2023.

FISCAL INFORMATION:

None

ATTACHMENT:

Draft 2022-2023 Student Code of Conduct

ADMINISTRATIVE RECOMMENDATION:

Administration recommends the Board approve the 2022-2023 Aledo ISD Student Code of Conduct as presented.



ALEDO ISD STUDENT CODE OF CONDUCT

2022-2023 School Year

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Aledo ISD Student Code of Conduct

2021–22 School Year

If you have difficulty accessing the information in this document because of disability, please contact Lynn McKinney, Deputy Superintendent, via email at lmckinney@aledoisd.org, or by phone at 817-441-8327.

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Lynn McKinney, Deputy Superintendent via email at lmckinney@aledoisd.org, or by phone at 817-441-8327.

Purpose

The Student Code of Conduct (“Code”), as required by Chapter 37 of the Texas Education Code, 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.

This Student Code of Conduct has been adopted by the Aledo ISD 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 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 office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

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 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

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

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

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Aledo ISD Police Department

To ensure the security and protection of students, staff, and property, the board employs police officers. 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 security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

The law enforcement duties of district police officers include:

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

“Parent” Defined

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

Participating in Graduation Activities

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

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

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered

eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the fall and spring semester immediately preceding graduation.

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

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, 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:

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

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

See **DAEP—Restrictions During Placement** on page 23 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 17, **DAEP Placement** on page 18, **Placement and/or Expulsion for Certain Offenses** on page 26, and **Expulsion** on page 29, 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 16.

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use offensive language, including but not limited to, the use of slurs or derogatory language related to race, sex, gender, disability, and religious beliefs.
- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 26.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.

- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 26.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 26.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

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

- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 26. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 18 and **Expulsion** on page 29 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.

General Conduct Violations

- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

Students that possess/distribute any tobacco/vaping materials will receive the following:

- First offense: 3 days ISS and required online or face to face vaping awareness program – lack of program completion will result in 2 additional days assigned to ISS,

General Conduct Violations

- Second offense: 5 days ISS and required face to face vaping awareness program for student and parent – lack of program completion will result in 3 additional days assigned to ISS,
- Third offense: DAEP placement for 15 days – curriculum program completion could result in an earlier placement review after 10 days attendance.

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

Discipline Management Techniques

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

Students with Disabilities

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

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

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

Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 17.
- Placement in a DAEP, as specified in **DAEP** on page 18.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 26.
- Expulsion, as specified in **Expulsion** on page 29.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain.
- 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. 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 regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: <https://www.aledoisd.org/>

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

Removal from the School Bus

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

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

Removal from Extra Curricular Activities

Students assigned to on-campus or out of school suspension are suspended from participation in contests and practice during their suspension assignment. This includes before and after school practice and events.

Removal from the Regular Educational Setting

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

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's 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 Removal

A teacher may initiate a formal removal from class if:

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

Within three school days of the formal removal, the 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.

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.

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 consent.

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

Out-of-School Suspension

Misconduct

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 in grade 2 or below unless the conduct meets the requirements established in law.

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

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

Process

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

Before being suspended 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:

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

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

Coursework During Suspension

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

A student removed from the regular classroom to in-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.

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The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 6 and secondary classification shall be grades 7–12.

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

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

In Aledo ISD the decision has been made to follow this protocol for possession of tobacco products, cigarettes, e-cigarettes; and any component, part, or accessory for an e-cigarette/vaping device.

- Any student found in possession of any of the listed items shall be placed in DAEP for 15 days. Curriculum program completion could result in an earlier placement review after 10 days attendance in DAEP.

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.

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- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

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

The 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 **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. 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. (School-related felony drug offenses are addressed in **Expulsion** on page 29.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
 - 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 29.)
 - 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 **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).

Disciplinary Alternative Education Program (DAEP) Placement

- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 29.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

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

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

Process

Removals to a DAEP shall be made by the 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.

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:

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

Placement Order

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order 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.

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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:

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

Exceeds 60 Days

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

Appeals

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

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: <https://www.aledoisd.org/>

Appeals shall begin at Level One with the appropriate campus administrator.

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

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

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

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the 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

Disciplinary Alternative Education Program (DAEP) Placement

classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

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

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

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

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

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the 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.

Disciplinary Alternative Education Program (DAEP) Placement

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

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

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

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

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

Newly Enrolled Students

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

Appeal

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

Certain Felonies

Regardless of whether 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 campus behavior coordinator 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:

Placement and/or Expulsion for Certain Offenses

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have 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;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have 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
- Have 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 campus behavior coordinator 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.

Placement and/or Expulsion for Certain Offenses

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:

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 18.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering 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 conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony 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 **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

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

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

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

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses

Under Age Ten

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

Process

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

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

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

Hearing

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

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the 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 appropriate campus principal authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

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

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

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

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

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

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

If the 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 or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

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

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

Abuse is improper or excessive use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such term does not include an antique firearm.

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

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

Harassment includes:

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

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

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

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

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

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

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

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

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

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

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

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

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

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;

3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

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

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

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

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

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

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

- e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

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

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

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

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;

- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

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

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

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Consider Approval of Purchase of Furniture for Aledo Middle School

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- Per Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.
- As you are aware, renovations/additions to Aledo Middle School (AMS) were included within the District's 2019 Bond Program. Included within these bond project costs were funds allocated for the purchase of furniture to outfit AMS to the same standard established by the District with the replacement of furniture at our other campuses.
- Due to the construction phasing at AMS, all of the new middle school furniture did not need to be purchased at one time. The first order of furniture for AMS was approved by the Board of Trustees in April 2021, the second order of furniture approved by the Board of Trustees in October 2021, and the purchase of cafeteria furniture approved by the Board of Trustees in April 2022.
- The attached quote includes furniture for sixteen (16) regular classrooms at AMS.
- To ensure best pricing and value, the District utilized the Educational Purchasing Cooperative of North Texas (EPCNT) cooperative purchasing method to obtain pricing from Lone Star Furnishings.

FISCAL INFORMATION:

The \$345,406.61 cost of this furniture purchase will be paid from 2019 Bond Program funds allocated for Aledo Middle School.

ATTACHMENTS:

Quote from Lone Star Furnishings, LLC for Aledo Middle School Furniture

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the quote submitted by Lone Star Furnishings, LLC in the amount of \$345,406.61 for the purchase of furniture for Aledo Middle School as presented.



QUOTATION

4301 Reeder Drive
 Carrollton, TX 75010
 PH: 972-862-9900 FX: 972-862-9990
 TAX ID# 26-3563443

DATE	QUOTE #
6/30/2022	14609-1

NAME / ADDRESS
ALEDO ISD ACCTS PAYABLE 1008 BAILEY RANCH ROAD ALEDO, TX 76008

SHIP TO
ALEDO MIDDLE SCHOOL 416 S FM 1187 ALEDO, TX 76008

**** Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	KF	RAWLINS

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H5715	VOLT SERIES MESH BACK TASK STOOL 28"D X 26.75"W X 49.88"H FABRIC: LEATHER UPHOLSTERY FABRIC: SB LEATHER FABRIC COLOR: BLACK FRAME: BLACK	16	363.19	FORMAN	5,811.04
KI - RK4100H24BR	RUCKUS STOOL, POLY SEAT AND BACK, ARMLESS, 24"H WITH BOOKRACK SHELL: FLANNEL FRAME: STARLIGHT SILVER METALLIC BOOKRACK: NEMO NYLON PLASTIC GLIDES	48	239.63	FORMAN	11,502.24
KI - RKV100H18NB	RUCKUS STACK CHAIR WITH CASTERS, ARMLESS, 18"H, NO BOOKBAG RACK SHELL: FLANNEL FRAME: STARLIGHT SILVER METALLIC BOOKRACK: NEMO HARD FLOOR CASTERS	448	207.56	FORMAN	92,986.88



QUOTATION

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 Carrollton, TX 75010
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NAME / ADDRESS
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SHIP TO
ALEDO MIDDLE SCHOOL 416 S FM 1187 ALEDO, TX 76008

**** Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	KF	RAWLINS

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
SS - 03095	INTERCHANGE WING DESK, 23.5"D X 41"W X 22-34"H LAMINATE: TOP SILVER ALCHEMY EDGE: PLATINUM FRAME: PLATINUM D EDGE - 1.25" THICK WITH 4MM T MOLD ADD CASTERS	448	153.73214	FORMAN	68,872.00
SS - 17576-W	3" DUAL WHEEL CASTER PACK, SET OF 4, ALL LOCKING - FOR WING DESKS	336	48.50	FORMAN	16,296.00
SS - 910009093P	CASCADE MEGA TOWER WITH 3", 6" AND 12" TOTES, OPEN WITH CASTERS ORANGE END PANELS	16	1,244.75	FORMAN	19,916.00



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SHIP TO
ALEDO MIDDLE SCHOOL 416 S FM 1187 ALEDO, TX 76008

**** Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	KF	RAWLINS

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
VS - 02824	RONDOLIFT-KF, ROUND HEIGHT ADJUSTABLE SITTING/STAND AT TABLE, MIDDLE LEGGED FRAME WITH CROSS BASE, GAS LIFT HEIGHT ADJUSTMENT, 35.5" DIAMETER X 27 1/8"-44 1/2"H METAL COLOR: ARTIC TOP: TOP SPECIAL THICKNESS: 25MM TOP COLOR LAMINATE: WHITE WRITABLE TABLE TOP EDGE: 2.5MM PLASTIC LAMINATE COLOR TOP EDGE: 020 PURE WHITE HARDWARE: HINGED TABLE TOP LOCK: UNIFIED LOCKING 18001 GLIDES/CASTERS: MOBILE	16	1,775.38	FORMAN	28,406.08
VS - 02829	RONDOLIFT, SITTING/STAND-AT TABLE, COLUMN FRAME WITH CROSS BASE AND GAS LIFT, 47 1/4" X 33" X 27 1/8"-44.5"H	16	1,942.31	FORMAN	31,076.96
VS - 45318	SHIFT+ LANDSCAPE SINGLE SIDED LOW CABINET WITH SHELVES, MOBILE, MIDDLE PARTITION, 2 PUSH HANDLES ON TOP, SIDE MAGNETS FOR LINKING, 41-5/8"W X 16.75"D X 45.5"H	16	1,138.46	FORMAN	18,215.36



QUOTATION

4301 Reeder Drive
 Carrollton, TX 75010
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 TAX ID# 26-3563443

DATE	QUOTE #
6/30/2022	14609-1

NAME / ADDRESS
ALEDO ISD ACCTS PAYABLE 1008 BAILEY RANCH ROAD ALEDO, TX 76008

SHIP TO
ALEDO MIDDLE SCHOOL 416 S FM 1187 ALEDO, TX 76008

**** Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	KF	RAWLINS

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
VS- 45319	SHIFT+ TRANSFER TEACH MOBILE CABINET WITH 1 INTERMEDIATE SHELF AT TOP OPEN COMPARTMENT - 2 INTERMEDIATE PARTITIONS AT BOTTOM, 2 OPEN COMPARTMENTS EACH W/1 ADJ SHELF INSERT AND 1 COMPARTMENT W/DOOR (LEFT OR RIGHT) W/ ADJ SHELF INSERT, MOBILE ON CASTERS 2 LOCKING, 41-5/8"Wx45.5"Hx16.75"D	16	1,350.00	FORMAN	21,600.00
INSTALLATION	LABOR TO RECEIVE TRUCKS, UNLOAD, INSTALL AND REMOVE TRASH	1	19,326.92	FORMAN	19,326.92
FREIGHT	FREIGHT	1	11,397.13	FORMAN	11,397.13



QUOTATION

4301 Reeder Drive
 Carrollton, TX 75010
 PH: 972-862-9900 FX: 972-862-9990
 TAX ID# 26-3563443

DATE	QUOTE #
6/30/2022	14609-1

NAME / ADDRESS
ALEDO ISD ACCTS PAYABLE 1008 BAILEY RANCH ROAD ALEDO, TX 76008

SHIP TO
ALEDO MIDDLE SCHOOL 416 S FM 1187 ALEDO, TX 76008

**** Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	KF	RAWLINS

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
LEAD TIME NOTICE	<p>***This quote is valid for Purchase Orders received within 30 days, unless otherwise agreed upon in writing. Any communication regarding product lead times reflects the best information available at the time of quotation.</p> <p>If you are unable to execute a PO within 30 days, please contact your LSF sales representative to update your quote and confirm current lead times.</p> <p>Unfortunately, supply chain issues continue for many manufacturers. If you have an absolute 'must receive by' date, please discuss with your sales representative prior to issuing your PO. We will do everything in our power to deliver your order in a timely manner. Any delays encountered will be promptly communicated.***</p>		0.00	FORMAN	0.00
MISCELLANEOUS	DISCOUNT PRICING DUE TO SPECIAL CIRCUMSTANCES		0.00	FORMAN	0.00
				TOTAL	\$345,406.61

Pricing is based on the quantities listed above. A change in quantities may result in a change in pricing and freight. For any changes please contact your sales representative. SIGNATURE _____



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Consider Approval of Contingency Allowance Expenditure Authorization for 2019 Bond Project McAnally Middle School

PRESENTER: Earl Husfeld, Chief Financial Officer and Tyler Boswell, Director of Construction & Facilities

BACKGROUND INFORMATION:

- During the January 11, 2021 board meeting, the Board of Trustees approved the Competitive Sealed Proposal (CSP) submitted by Satterfield & Pontikes Construction, Inc. (S&P) in the amount of \$45,261,000.00 for the McAnally Middle School (Middle School No. 2) construction project.
- The contract amount of \$45,261,000.00 contains an Owner's Contingency amount of \$1,287,000.00.
- This Owner's Contingency amount is to be used by the District for unforeseen conditions, changes to the work, and/or for the betterment of the project. Any unused portion of Owner's Contingency must be credited to the District in calculating the final payment due.
- By contract, the Board of Trustees delegated authority to the Superintendent, or designee, to approve changes to the work, etc. where such changes are within the Owner's Contingency and do not exceed the amount of \$50,000.00.
- As we continue construction on this project, the following Contingency Allowance Expenditure Authorization (CAEA) has been brought forward that exceeds the \$50,000.00 threshold contained in the contract. Therefore, we are presenting the following CAEA to the Board of Trustees for consideration/approval:
 - CAEA #92 - Satterfield & Pontikes Construction, Inc. - \$72,474.00 - This CAEA is to furnish and install shades at interior storefronts, windows, and doors for all McAnally Middle School classrooms connecting to corridors.
- Huckabee, architecture firm for the McAnally Middle School construction project, and district staff have reviewed the backup material provided by S&P and costs associated with this CAEA and recommend acceptance.
- The acceptance/approval of this CAEA by the Board of Trustees will not cause the Owner's Contingency amount included within the construction contract to be exceeded.

FISCAL INFORMATION:

The total cost of \$72,474.00 for CAEA #92 will be allocated to Owner's Contingency for this construction project.



ALEDO ISD BOARD MEETING TEMPLATE

ATTACHMENTS:

S&P Construction Cost Documentation for CAEA #92

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve Contingency Allowance Expenditure Authorization #92 in the amount of \$72,474.00 for the McAnally Middle School construction project as presented.



Change Proposal Request

Contractor:	Satterfield & Pontikes Construction, Inc.	CX#
CAEA	# 92	
CAEA Date:	7/15/2022	
Project:	52800	McAnally MS

Description
Furnish and install additional shades at storefronts and doors to all classrooms connecting to corridors. Separate shades for doors due to conflict with door closers. Shades to match existing approved fabric in a blackout material.

CPR	
Type	Source
<input type="checkbox"/> A/E Error <input type="checkbox"/> Acceleration <input type="checkbox"/> A/E Omission <input type="checkbox"/> Delay <input checked="" type="checkbox"/> Scope Change <input type="checkbox"/> Unforeseen Condition	<input type="checkbox"/> A/E Request <input type="checkbox"/> Local Government Directive <input type="checkbox"/> GC Request <input type="checkbox"/> PM Request <input checked="" type="checkbox"/> Aledo ISD Request (Please Provide Name & Title)

Justification:

Cost Comparison	Amount	Days
Contractor's Initial Proposal	\$ 72,474.00	0
PM Estimated Amount		0
PM Recommended Amount		0

Recommendation & Approval	
PM:	<input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended
Aledo ISD PM:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied



Change Proposal - Contractor's Estimate

Dated 7/15/2022

CAEA NO.

92

PROJECT

McAnally MS

Subcontractor Cost

Material \$ 49,241.00

Labor \$ 23,233.00

Equipment \$ -

Subtotal \$ 72,474.00

Subcontractor's Overhead & Profit \$ -

Total Cost for Subcontractor

\$ 72,474.00

General Contractor Cost

Material \$ -

Labor _____

Equipment _____

Subtotal General Contractor Cost _____


\$ -

Subtotal Cost for General Contractor & Subcontractor

\$ 72,474.00

TIME EXTENSION IN DAYS (FOR THIS CHANGE)

0



General Contractor Signature

Dated 7/15/2022

A/E Signature

Dated _____



Change Proposal - Cost Detail

Project: McAnally MS

Contractor: Satterfield and Pontikes Construction

CPR # # 92		Material				Labor Burden			0%	Equipment / Subcontractor				Subtotal	Markup	Total	
Item	Description	Unit	Qty	Material Unit Cost	Total Material Cost	Hours	Unburdened Labor	Labor Burden Amount	Total Labor Cost	Unit	Qty	Equipment Unit Cost	Total Equipment Cost	Cost Material, Labor & Equipment	Overhead, Profit & Bond	Cost Material, Labor & Equipment	
1	M4 Specialties - Furnish and install additional shades at all classrooms connecting to corridors and shades at all doors to classrooms				\$48,241.00				\$ 13,633.00					\$ 61,874.00		\$ 61,874.00	
2	Cleanup post installation for each room								\$ 7,100.00					\$ 7,100.00		\$ 7,100.00	
3	Supervision for after hours work								\$ 2,500.00					\$ 2,500.00		\$ 2,500.00	
4	Floor Protection				\$ 1,000.00				\$ -					\$ 1,000.00		\$ 1,000.00	
														\$ -		\$ -	
														\$ -		\$ -	
														\$ -		\$ -	
														\$ -		\$ -	
Total Change Proposal Cost					\$ 49,241.00				\$ 23,233.00					\$ -	\$ 72,474.00	\$ -	\$ 72,474.00



SPECIALTY COMPANY

Change Order

Printed: Jul 8, 2022
1200 Placid Avenue, Suite 600, Plano, TX 75074
Phone: 972-535-5544

Owner Info

Owner (2012036 - Aledo ISD Middle School #3)

Job Info

14700 Old Weatherford Road
Aledo, TX 76008

Change Order ID

2012036-0004

2012036 - Aledo ISD Middle School #3

CO ID	Created / Approved Date	Price
2012036-0004	Created: Jul 8, 2022 Pending...	\$61,874.00

Description

Door Shades - CO 01 - REV 07/08/22

REVISED COST CHANGE 07/08/2022:

Cost to furnish and install additional blackout shades at interior storefront leading to classrooms.

Cost includes one shade at all locations with exception for MM storefronts, where two shades will be installed. 75 Shades in total.

Cost includes back cover since shades will be mounted to ceiling. This will ensure all sides of the shades are covered. Blocking and support for shade attachment by others.

ALTERNATE MANUFACTURE SHADE COST = \$49,169.00

ADD FOR SUPPORT ABOVE CEILING = \$12,705.00

TOTAL CHANGE COST = \$61,874.00

Alternate Shades approved from WT.

PLEASE NOTE: As stated above, this cost is for the alternate WT Shade manufacture. Samples and PD have been provided for review.

If Owner/GC/Design wishes to go with the specified manufacture, please **ADD \$59,464** to pricing provided on this CO dated 7/08/2022.

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Alternate Shades w/ Ceiling Support 122400 Manual Shades	Material		1	\$48,241.00	\$48,241.00
Alternate Shades w/ Ceiling Support 122400 Manual Shades	Labor		1	\$13,633.00	\$13,633.00

Status	Signature	Date
Approved by: _____		__/__/__

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: \$61,874.00



MORE THAN ARCHITECTS

SUBSTITUTION REQUEST FORM

Architect Project No: _____ Bid Date: _____ Date of Request: 06/24/22

Project Name: MCANALLY MIDDLE SCHOOL

SUBSTITUTION REQUEST BY:

Firm: M4 Specialty Company

Address: 1200 Placid Road, Plano, TX 75074

Phone: _____

Fax: _____

We hereby request that the following Substitution be allowed in lieu of the Product specified on the above project.

ARCHITECT / ENGINEERS RESPONSE:

- APPROVED APPROVED AS NOTED
 NOT APPROVED SUBMITTED TOO LATE
 FAILED TO PROVIDE ADEQUATE INFORMATION

REMARKS: APPROVED FOR SECURITY SHADE LOCATIONS ONLY
SELECTED COLOR: 762-80 GRAY

BY: J.COGBURN DATE: 07.01.22

SPECIFIED PRODUCT SWF SPECIFICATION SECTION 12000

PROPOSED PRODUCT SUBSTITUTION WT SHADE

This request includes the following: attached Technical Data, Laboratory Tests and proposed changes to the Drawings and Specifications, which the proposed Substitution will require for proper installation.

PRODUCT DATA, SPECS. PHYSICAL SAMPLES SENT TO ARCH FOR APPROVAL.

The Firm requesting the Substitution agrees to pay for changes to the building design, including Architectural, Engineering, and detailing costs caused by the requested Substitution. YES NO NOT APPLICABLE

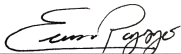
What effect does the Substitution have on other trades? N/A

What effect does Substitution have on Construction Schedule? N/A

Differences between proposed Substitution and specified item? PROPOSED MANUFACTURE IS HALF THE COST OF SPECIFIED. PROPOSED HAS A BACK COVER TO ALLOW FOR SHADE TO BE FULLY CONCEALED.

Manufacturer's guarantees of the proposed and specified items are: X - OPERATION/WARRANTY Same FEATURES (BACK COVER) Different (If different, explain on attachment)

The undersigned state that the function, appearance and quality are equivalent or superior to the specified item.


SIGNATURE
PROJECT MANAGER
TITLE

6/24/2022
DATE

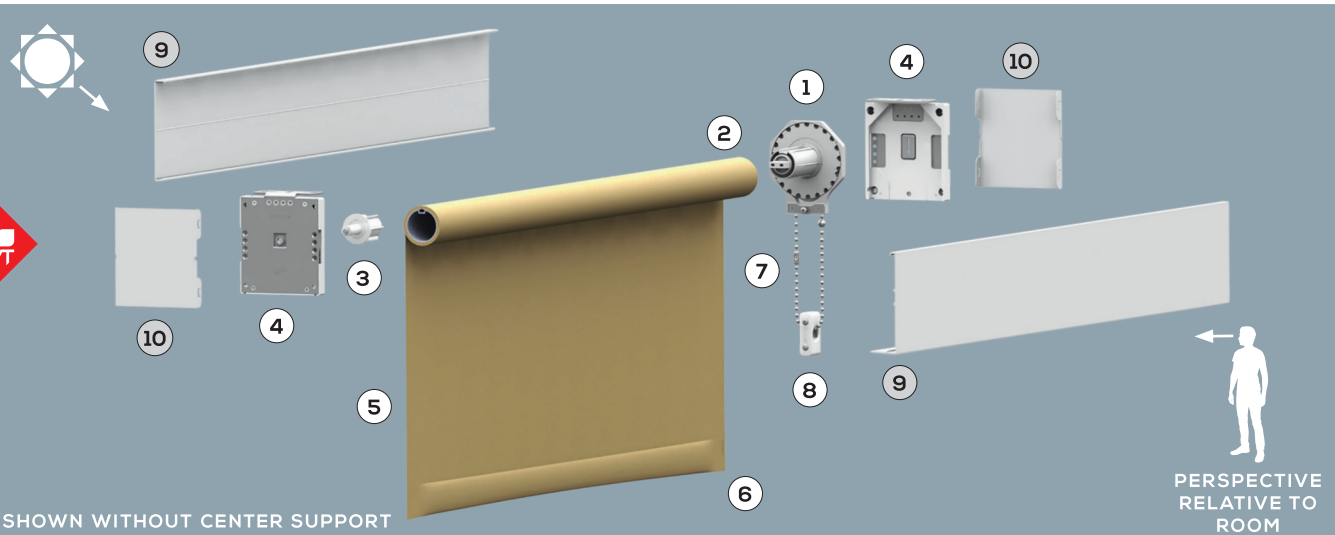
HeliaRISE® H300 SoloMOUNT® SYSTEM

MANUAL ROLLER SHADE • FASCIA COMPATIBLE • MEDIUM-LARGE SIZE SHADES

New York 11040

HELIARISE®

{T} 877.294.3580 • {F} 516.294.0444 • {E} info@WTShade.com • 77 Second Avenue • Garden City Park.



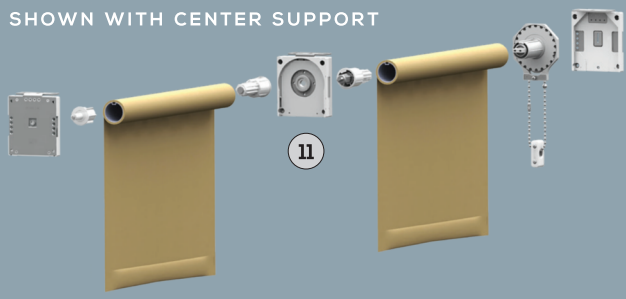
The above system is shown Model H300SM-1.5 Drive Right, Regular Roll with Front Fascia and Rear Fascia. Brackets shown in Ceiling Mount position.

MODELS:
H300SM-1.5
H300SM-2.0
H300SM-2.38

ADDITIONAL INFORMATION

STANDARD COMPONENTS		
①	CLUTCH	Available in White (-10) as shown, or Black (-90) and will be color coordinated based on fabric color.**
②	ROLLER TUBE	May contain 1.5", 2" or 2.38" Diameter tube. Content: Aluminum Alloy.
③	IDLER	Retractable. Available in White (-10) as shown, or Black (-90) and will be color coordinated based on fabric color.** Systems with SAM will have HD Idler.
④	SoloMOUNT BRACKETS	Ships preset for Ceiling/Jamb or Wall Mounting for Drive Right or Drive Left. Available in White (-10) as shown, or Black (-90) and will be color coordinated based on fabric color. **
⑤	FABRIC	See fabric selection for all available options.
⑥	SEALED HEMBAR	Alternative options available including external, round or heavy duty styles. May require alternative hembar for some accessory compatibility.
⑦	STAINLESS STEEL DRIVE CHAIN	Includes matching Bead Stops. Alternative materials and colors available.
⑧	CHILD SAFETY TENSION DEVICE	Available in White (-10) as shown, or Black (-90) and will be color coordinated based on fabric color.**
OPTIONAL		
⑨	4.5" FASCIA	Available for Front & Rear application for Regular or Reverse Roll. Available in White (-10) as shown, Ivory (-04), Silver (-20), Bronze (-50) or Black (-90).
⑩	END CAPS	Available in White (-10) as shown, Ivory (-04), Silver (-20), Bronze (-50) or Black (-90).
⑪	CENTER SUPPORT INCLUDES CENTER SUPPORT BRACKET, TANGS AND FORKS.	Multibanded option available up to 3 bands. Can be Ceiling or Wall Mounted. Drive Right or Drive Left. Available in White (-10) as shown, or Black (-90) and will be color coordinated based on fabric color.**

SHOWN WITH CENTER SUPPORT



OPTIONAL		
N/A	SAM SPRING ASSIST MECHANISM MIN SHADE WIDTH: 37½"	(Not Shown) May be added to any system to decrease the pulling force necessary to operate the shade. Drive Right or Drive Left.
N/A	WALL MOUNT ANGLE	(Not Shown) Required for Wall Mount applications with Rear Fascia. Size: 4¾" x 4¾" x 1¼"

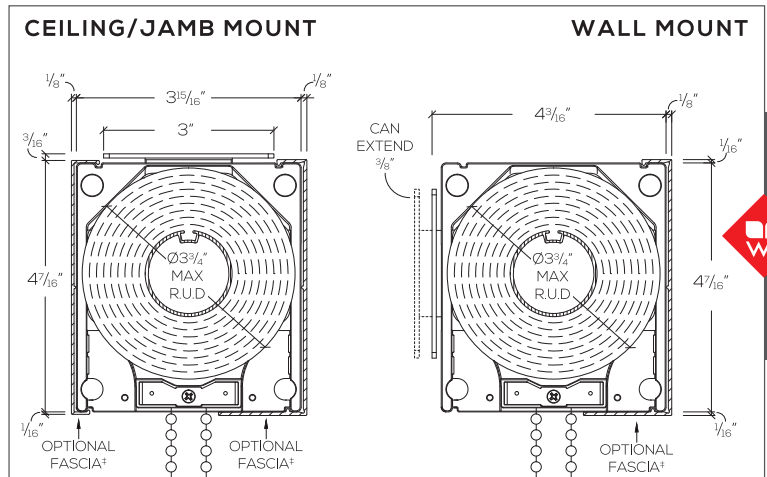




SYSTEM FEATURES

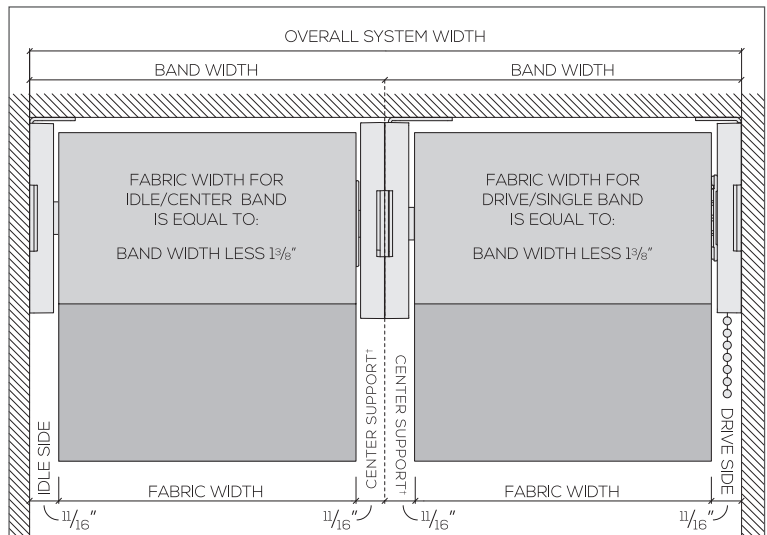
- ◆ Featuring our proprietary, all-in-one **SoloMount Brackets**: Ceiling, Wall or Jamb mount capable allowing easy, on-the-fly adjustments. Mounting flange is extendible up to 3/8" for Wall Mount applications.
- ◆ Available with Front Fascia, Rear Fascia or Both! Regular and Reverse Roll available. Clutch may be Drive Right or Drive Left.
- ◆ **SoloMount Brackets** are designed to accept fascia at the time of order or at any point in the future.
- ◆ HeliaRIse Clutches feature an integrated stainless steel reinforced Chain Diverter and Set-Screw for maximum stability and durability.
- ◆ Metal to metal contact points on both the Drive and Idle sides of the shade ensure a sturdy and reliable connection to the brackets.
- ◆ Some HeliaRIse components are available in White (-10) and Black (-90). WT Shade will color coordinate based on the selected fabric color. Refer to the *Color Coordination Guide* for more information.
- ◆ HeliaRIse Shading Systems offer multiple options and accessories, including various Hembar styles and Drive Chain colors.
- ◆ All WT Shade roller shades are available in the *exclusive* line of sustainable solar protection fabrics by EcoFabrix®. To view all available fabrics, visit EcoFabrix.com.
- ◆ Construction Documents for this system and others available at WTShade.com.

SECTION VIEW



‡ Front and Rear Fascia is able to be used in Ceiling or Jamb Mount applications. Wall Mount applications with Rear Fascia require the use of Wall Mount Angles (Not Shown).

EDGE CLEARANCES



† For systems containing the RS23W-99 tube, add 5/16" to each center support deduction.

SYSTEM CAPABILITIES

WIDTH	60"	72"	84"	96"	108"	120"	132"	144"
LENGTH	180"	180"	180"	180"	180"	180"	162"	132"

Width and Length may vary depending on the selected shade fabric. The measurements given above are based on EcoFabrix 253. These measurements are for guideline purposes only and in no way guarantee that a shade with any other fabric can be made to these dimensions.

WARNING

ADVERTENCIA

Bead Chain can STRANGLE Your Child.

To prevent strangulation, purchase cordless products or products with inaccessible cords.

ANSI/WCMA A100.1-2018

La cuerda ciega de la ventana puede ESTRANGULAR su niño.

Para evitar el estrangulamiento, compre alternativas inalámbricas o productos con cables inaccesibles.

THE SoloMount BRACKET®
One bracket... So many possibilities.



HeliaRISE®
MANUAL SHADING SYSTEMS



WT SHADE LIMITED WARRANTIES

WT Shade (“WT Shade,” “we,” “our,” or “us”) offers limited warranties on its Goods (“Goods” or “products”) that vary in duration (“Warranty Period”), scope, terms, and conditions depending on the type of product (each, a “Limited Warranty” and collectively, “Limited Warranties”). Such Limited Warranties are set forth below and are incorporated by reference into and governed by the executed Windowcraft, Inc. (“Windowcraft”) General Terms and Conditions for the Sale of Goods between Windowcraft and Buyer (“Buyer,” “purchaser,” “you,” or “your”). All Orders and sales of products are governed by the executed Windowcraft General Terms and Conditions for the Sale of Goods between Windowcraft and Buyer, and the Limited Warranties set forth below shall only apply to your Orders after your signed agreement to the Windowcraft General Terms and Conditions. These Limited Warranties may be amended, revised, and/or updated by Windowcraft from time to time without notice, as applicable and as reasonably necessary. All *capitalized terms* not otherwise defined on this page *shall have the meaning* as set forth in the executed Windowcraft General Terms and Conditions for the Sale of Goods between Windowcraft and Buyer. A copy of the Windowcraft General Terms and Conditions for the Sale of Goods is available on Windowcraft’s website.

The Diamond Standard: WT Shade Limited Lifetime Warranty

At WT Shade, we believe that a purchaser should feel confident and secure that the WT Shade products they have chosen will last for many years to come, and that is why we are proud to offer The Diamond Standard: WT Shade Limited Lifetime Warranty which covers HeliaRise® Manual Shading Systems, MotoRise® Motorized Shading Systems, and certain other WT Shade shading products and accessories (as specifically indicated below).

For any individual Order containing any of the WT Shade products in the chart that immediately follows, we warrant that for a Warranty Period of up to twenty-five (25) years following shipment of each such product you have purchased, each such WT Shade product will (a) materially conform to the Product Specifications in effect as of the date of shipment, and (b) will be free from material defects in material or workmanship, including any system or shade hardware; **provided that** certain system components and Third Party Products (as defined below), including electrical components (such as batteries and wiring), fabrics, and bead chains that are not manufactured by WT Shade, as well as the **Exclusions** defined for each specific WT Shade product in the chart that immediately follows, are expressly excluded from and not covered by this WT Shade Limited Lifetime Warranty, but may be covered by the original manufacturers’ own warranty or a separate warranty as specifically otherwise indicated herein.

WT SHADE PRODUCT	LIMITED WARRANTY PERIOD	LIMITED WARRANTY EXCLUSIONS
HeliaRise® Manual Shading Systems	25 Years	Fabric. Bead Chain.
MotoRise® Motorized Shading Systems	25 Years	Fabric.
Wrapped Fixed Frame Panels (manufactured by WT Shade)	25 Years	Fabric.
WT Shade Shading Accessories (manufactured by WT Shade)	25 Years	Fabric. Bead Chain.

In the unlikely event a WT Shade product is found to not meet this WT Shade Limited Lifetime Warranty (subject to the conditions set forth in the Windowcraft Terms and Conditions for the Sale of Goods), WT Shade will replace or repair any item found to contain material defects in material or workmanship at the time the WT Shade product was manufactured by WT Shade. However, if a product is found to have been improperly installed, abused, or subject to any use other than that which it was originally intended, the product may no longer be eligible for a warranty claim. Additionally, although this WT Shade Limited Lifetime Warranty does not cover normal wear and tear of the particular product, which is expected over the course of ownership, and in no way guarantees that WT Shade products are indestructible, we pledge to each of our customers that we will do everything within reason to ensure complete satisfaction.

Fabric Limited Warranties

For any individual Order containing any of the WT Shade Fabric products in the chart that immediately follows, we warrant that for a Warranty Period of up to ten (10) years following shipment of each such product you have purchased, each such WT Shade Fabric product will (a) materially conform to the Product Specifications in effect as of the date of shipment, and (b) will be free from material defects in material or workmanship; **provided that** fabrics provided by the customer (COM), fabrics not listed in the chart that immediately follows, and the **Exclusions** defined

for each specific WT Shade Fabric product in the chart that immediately follows are expressly excluded from and not covered by this Limited Warranty, but may be covered by the original manufacturers' own warranty.

WT SHADE FABRIC	LIMITED WARRANTY PERIOD	LIMITED WARRANTY EXCLUSIONS
Ecofabrix® 250, Ecofabrix® 251, Ecofabrix® 253, Ecofabrix® 255, Ecofabrix® 315, Ecofabrix® 351, Ecofabrix® 353, Ecofabrix® 355, Ecofabrix® 363, Ecofabrix® 441, Ecofabrix® 450, Ecofabrix® 453, Ecofabrix® 455, Ecofabrix® 700, Ecofabrix® 740, Ecofabrix® 772, and Ecofabrix® 840	10 Years	Normal wear and tear; cleaning; damage from misuse or abuse; improper installation; exposure to the elements; or dye-lot variations.
Mermet® Avila Twilight, Mermet® Chroma™, Mermet® E Screen, Mermet® Flocke®, Mermet® T Screen, and Mermet® Vizela	10 Years	Normal wear and tear; cleaning; damage from misuse or abuse; improper installation; exposure to the elements; or dye-lot variations.

Third Party Products

For each and every Order, products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products you have purchased. Such Third Party Products include, but are not limited to, motors, motor accessories, power supplies, batteries, electrical components, fabrics, and bead chains. WT Shade assumes no liability and expressly provides no warranty on any Third Party Product included in or with any WT Shade product, including any WT Shade Manual Shading System or Motorized Shading System. Each Third Party Product is governed by the applicable warranty set forth by the original manufacturer, if any, and the limitations and conditions set forth therein. For specific information about motor warranties for any WT Shade Motorized Shading System, please contact the motor manufacturer.

Disclaimer

EXCEPT FOR THE APPLICABLE LIMITED WARRANTIES SET FORTH ABOVE, WINDOWCRAFT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WINDOWCRAFT DISCLAIMS ALL, AND ASSUMES NO LIABILITY FOR, THE NONPERFORMANCE OF INCOMPATIBLE SYSTEM COMPONENTS OR ACCESSORIES OF ANY GOODS.

Notwithstanding the foregoing, Third Party Products are not covered by the Limited Warranties set forth above. For the avoidance of doubt, WINDOWCRAFT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

HOW TO MAKE A WARRANTY CLAIM

If you have a WT Shade product that you believe is defective due to a material defect in the material, workmanship or craftsmanship of the product, please follow these steps to make a warranty claim under a WT Shade Limited Warranty:

NOTE TO END USERS: Contact your shading installer or dealer. It is important and strongly advised that you have your product inspected by a professional shading installer. Many times a professional installer will be able to make an adjustment or repair on-site, and will not have to remove and send back your product. However, if your installer is not able to repair the issue, the product must be removed and sent back to us for inspection. It is important that the removal and handling of the shade be done by a shading professional in order to ensure that no additional damage is done that could void your warranty. If you are not the original purchaser of the WT Shade product, and the product was purchased through any other party, including a window shade dealer, window shade manufacturer, window shade reseller or window shade installer, you must first contact that party in order to make a claim under a WT Shade Limited Warranty.

1. Locate the order number associated with the product: In order to make a warranty claim, WT Shade MUST be provided with the original order number (often times called the “W Number”) for the defective product. This number will begin with a “W,” and can be found on the ID tag located on the product. For all WT Shade Shading Systems, this ID tag can be found on the aluminum tube of the shade, and can be accessed by completely unrolling the shade fabric and exposing the tube. It is important that the removal and handling of the shade be done by a shading professional in order to ensure that no additional damage is done that could void your warranty. We also recommend taking a photograph of the tag, so that you or the original purchaser can continue to refer to it later or to send to us.

2. Contact WT Shade Immediately: Once you have obtained the order number, WT Shade should be contacted by the original purchaser to make a claim under a WT Shade Limited Warranty. The original purchaser should call Customer Service at (877) 294-3580 or email customerservice@wtshade.com. Once WT Shade has recorded the claim, the original purchaser will be furnished with a Return Goods Authorization Number (“RGA”). This number will be used to track the status of the claim and will be used to identify any products that have been returned to us.

3. Return the defective items to WT Shade: In order to repair or replace the defective item, WT Shade will need to inspect the product to determine the cause of the issue. In order to do so, the shading product must be uninstalled and packaged for shipping. If you do not feel comfortable performing such uninstallation, please contact your shading installer for help. WT Shade will not be liable or responsible for the costs or potential damage of the uninstallation, the materials used to package the product, or the shipping costs to return the product to us. All boxes and packages sent to WT Shade in regard to the claim MUST be marked with the corresponding RGA number. Items received with no RGA number will be returned to sender. Please send all returns to:

77 Second Ave
Garden City Park, NY 11040
ATTN: WARRANTY
RGA#: _____

4. Inspection of the Return: Within a reasonable time after receipt, WT Shade will inspect the returned product, perform an inspection, and determine the nature of any defect. We will then contact the original purchaser to discuss the results of WT Shade’s investigation.

- If the product has been determined to be covered by this warranty, WT Shade will fully repair or replace the defective part or component. If a replacement part has already been sent to the original purchaser, there will be no charges added to the corresponding account.

- If it is determined that the defect has been caused by damage or misuse, and/or is found to not be protected by this warranty, WT Shade will contact the original purchaser to discuss the necessary repairs needed to fix the defect, which may require new parts, shipping and/or labor at additional costs. Any replacement parts that have been sent to the original purchaser prior to WT Shade’s inspection may also incur additional charges to your account.

Questions? If at any time you have questions about this warranty or how to make a warranty claim, please contact WT Shade Customer Service at (877) 294-3580 or email customerservice@wtshade.com.



X X
713

762-80 Gray

Openness: 0%
Available up to 118"
Content: Polyester



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 25, 2022

AGENDA ITEM: Discuss Aledo ISD Demographic Projections and Consider Approval of Purpose and Charge of 2022-2023 Aledo Growth Committee

PRESENTER: Susan K. Bohn, Superintendent

BACKGROUND INFORMATION:

Due to the rapid student growth in Aledo ISD, the Administration and Board of Trustees has begun the discussion about looking forward toward planning for facilities to meet the learning needs of our students in both short and long term. As part of the work of the Board's Long-Range Facility Planning Subcommittee, the Administration and Board have discussed and studied demographic and financial data that is informing our long-range planning for growth.

The growth planning process will involve a citizens committee that will make a recommendation to the Board, and structures for the committee to have access to input from students, staff, parents, and community members. This committee, the Aledo Growth Committee (AGC), serves in an advisory capacity to the Board of Trustees. The recommended Aledo Growth Committee will be constructed of Board member appointees, parents recommended by campus and district administrators, district staff members, and community members who apply for AGC membership. The administration plans to bring the AGC members to the Board for approval following the application process at the August 22, 2022 Board meeting. The administration plans to promote and make available to the community the application for AGC membership by July 28, 2022.

The Board will discuss and consider updated demographic information and the purpose of the AGC and the Board's charge to the committee.

FISCAL INFORMATION:

None

ATTACHMENTS:

Draft Aledo Growth Committee Purpose and Charge
Aledo Growth Committee Presentation

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends that the Board approve the Aledo Growth Committee Purpose and Charge.

Charge

The Aledo Growth Committee is charged by the Board of Trustees to:

- represent the priorities, expectations and values of the entire community,
- consider the needs of all of the district's students,
- use facts and data to make informed decisions,
- understand the district's finances to develop a program that is fiscally sound and efficient,
- recommend a long-range facility master plan that meets the district's building capacity needs into the future, and
- recommend to the Board of Trustees a bond program for a possible upcoming bond election.

Purpose

The purpose of the Aledo Growth Committee is to represent the Aledo ISD community in:

- the study of data related to enrollment, finances, instructional priorities and facility needs,
- constructing a long-range facility master plan for the district to address districtwide educational infrastructure needs due to rapidly growing student enrollment and aging facilities, and
- recommending to the Board of Trustees a bond program for a possible upcoming bond election.